City of Pensacola

City Council

Agenda Conference

Agenda

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

May 11, 2026, 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. 26-541 PRESENTATION -- BRUCE CADY - EXECUTIVE DIRECTOR - OPENING DOORS OF NORTHWEST FLORIDA

Recommendation: That City Council receive a presentation from Bruce Cady, Executive Director of Opening Doors of Northwest Florida. The presentation will provide an update on the Point in Time Count, COC initiatives as well as provide a general update.

Sponsors: Allison Patton, Council President

Attachments: *None*

REVIEW OF CONSENT AGENDA ITEMS

2. 26-542 APPOINTMENT - ZONING BOARD OF ADJUSTMENT

Recommendation: That City Council appoint one resident or property owner to the Zoning Board of Adjustment to fill an unexpired term ending July 14, 2028.

Sponsors: Allison Patton, Council President

Attachments: *Member List*
Nomination Form - Renee Borden
Application of Interest - Renee Borden
Resume - Renee Borden

3. 26-545 APPOINTMENT - URBAN CORE REDEVELOPMENT BOARD

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

Sponsors: Allison Patton, Council President

Attachments: *Member List*

Application of Interest - Christopher Satterwhite

4. 26-190 AWARD OF BID NO. 26-029 - HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE DOCK COMPLEX

Recommendation: That City Council award Bid 26-029, High Performance Maritime Center of Excellence Dock Complex — Landside Construction to R J Gorman of Panama City, Florida, the lowest and most responsible bidder, with a base bid of $3,980,432.27, with a 10% contingency $393,044.00. 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:
26-029- ITB - RJ Gorman Contract
26-029 NOI
26-029 R J Gorman
26-029 draft tab
HPCMEDockComplex Specifications
HPCMEDockComplexDrawings

5. 26-390 AIRPORT AWARD OF CONTRACT RFP NO. 25-023 - JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES

Recommendation: That City Council award a contract for Request for Proposals No. 25-023 for janitorial and specialized floor care services at Pensacola International Airport to Flagship Aviation Services, LLC of Irving, Texas. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments:
Selection Committee Results
Flagship Proposal

6. 26-501 AWARD OF BID NO. 26-024 - PENSACOLA BAY PIER AT COMMUNITY MARITIME PARK, PHASE II

Recommendation: That City Council award Bid # 26-024, Pensacola Bay Pier at Community Maritime Park, Phase II to Gulf Marine Construction, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of $715,308.00 plus a 15% contingency of $107,296.20 for a total of $822,604.20. 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: *Project Limits for CMP Day Docks*
26-024 quantity sheets

7. 26-540 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

Recommendation: That City Council approve funding of $1,181.43 to the Dunmire Woods Neighborhood Association from the City Council Discretionary Funds for District 2.

Sponsors: Charles Bare, Council Member

Attachments: *None*

REVIEW OF REGULAR AGENDA ITEMS

8. 26-489 FY 2025 CITY OF PENSACOLA ANNUAL COMPREHENSIVE FINANCIAL AUDIT

Recommendation: The City Council accept the City of Pensacola Annual Comprehensive Financial Report for the year ended September 30, 2025, as prepared by the Financial Services Department, and the Independent Auditors' Report issued thereupon.

Sponsors: DC Reeves, Mayor

Attachments: *2025 City of Pensacola Financial Statements*
City of PNS Final Communication with Governance - SAS 114

9. 26-493 PUBLIC HEARING: REQUEST FOR VACATION OF RIGHT OF WAY- 2907 EAST BLOUNT STREET

Recommendation: That City Council conduct a Public Hearing on May 14, 2026, to consider the request to vacate the remaining alleyway abutting 2907 East Blount Street.

Sponsors: Jared Moore, Council Member

Attachments: *Proposed Ordinance No. 6 - 26*
Business Impact Estimate 6-26
2907 E. Blount Street Application and Materials
Planning Board Minutes April 14 2026

10. 26-494 PROPOSED ORDINANCE NO. 6 - 26 - VACATION OF RIGHT OF WAY- 2907 EAST BLOUNT STREET

Recommendation: That City Council approve Proposed Ordinance No. 6 - 26 on first reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED PORTION OF BLOUNT STREET AND AN UNIMPROVED ALLEYWAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Jared Moore, Council Member

Attachments:
Proposed Ordinance No. 6 - 26
Business Impact Estimate 6 -26
2907 E. Blount Street Application and Materials
Planning Board Minutes April 14 2026

11. 26-550 ALICE S WILLIAMS CHILDCARE LEASE AGREEMENT WITH COMMUNITY ACTION PROGRAM COMMITTEE - 1015 N E STREET

Recommendation: That the City Council approve the Lease Agreement with Community Action Program Committee, Inc. (CAPC) for 1015 North E Street, Pensacola, Florida, for the operation of a licensed infant childcare program pursuant to Request for Proposals No. 26-004, contingent upon the CRA, through the CRA Administrative Officer, having authority to review and approve any proposed modifications, improvements, or maintenance-related decisions prior to final action by the City (Lessor) and being provided all maintenance records and other pertinent documentation.

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

Attachments:
Lease Agreement
CAPC
RFP-26004
RFP-26004-Addendum
Site Photo
Notice of Intent to Award - RFP 26-004 (1)
Grant Award Agreement

12. 26-499 APPROVAL OF GSA AREAWIDE PUBLIC UTILITY CONTRACT NO. 47PA0426D0009 FOR NATURAL GAS, ENERGY MANAGEMENT SERVICES, AND SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY

Recommendation: That City Council approve GSA Areawide Public Utility Contract No. 47PA0426D0009 between the City of Pensacola dba Pensacola Energy and the United States of America for Natural Gas, Energy Management

Services, and Services Provided Under the Appropriate Regulatory Authority. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this GSA Areawide Public Utility Contract consistent with the terms of the contract and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *GSA Areawide Contract*

13. 26-536 RESOLUTION NO. 2026-17 - AMENDMENTS TO NATURAL GAS SUPPLY CONTRACTS WITH BLACK BELT ENERGY GAS DISTRICT

Recommendation: That City Council adopt Resolution No. 2026-17.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA APPROVING THE EXECUTION AND DELIVERY OF AMENDMENTS TO ITS GAS SUPPLY AGREEMENTS WITH THE BLACK BELT ENERGY GAS DISTRICT, APPROVING THE EXECUTION AND DELIVERY OF AMENDMENTS TO ITS GAS SUPPLY CONTRACTS FOR THE RESALE OF SAID GAS, AND OTHER DOCUMENTS RELATING TO SAID AMENDMENTS IN CONNECTION WITH THE ISSUANCE OF REFUNDING BONDS BY THE BLACK BELT ENERGY GAS DISTRICT; AND ADDRESSING RELATED MATTERS AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *RESOLUTION 2026-17*
EXHIBIT A - AMENDMENT TO GAS SUPPLY AGREEMENT 2021 B_DRAFT
EXHIBIT B - AMENDMENT TO GAS SUPPLY AGREEMENT 2021 C_DRAFT

CONSIDERATION OF ANY ADD-ON ITEMS

DISCUSSION ITEMS

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.

File #: 26-541 Agenda Conference 5/11/2026

PRESENTATION

SPONSOR: Allison Patton, Council President

SUBJECT:

PRESENTATION -- BRUCE CADY - EXECUTIVE DIRECTOR - OPENING DOORS OF NORTHWEST FLORIDA

RECOMMENDATION:

That City Council receive a presentation from Bruce Cady, Executive Director of Opening Doors of Northwest Florida. The presentation will provide an update on the Point in Time Count, COC initiatives as well as provide a general update.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Opening Doors Northwest Florida is a non-profit organization dedicated to ending homelessness in Escambia and Santa Rosa Counties. Their philosophy is to give hand ups and not handouts. They work to permanently change the lives of those who are living, or close to living, without a home because everyone deserves a safe place to sleep at night.

Opening Doors Northwest Florida serves as the Continuum of Care (COC). The COC is a regional partnership dedicated to ending homelessness. They coordinate critical housing and support services for individuals and families in need throughout the community. Established through HUD, the program fosters community-wide commitment to homelessness solutions. This is done through leading strategic responses, managing data, and overseeing federal funding for housing and supportive services to ensure effective regional impact.

The COC collaborates with nonprofits, local governments, and community advocates to provide a coordinated system for stable housing. Their key priorities are to reduce homelessness rates, expand access to permanent housing, improve system performance, coordinate multi-agency services and manage fair funding distribution.

This presentation from Mr. Cady will provide a general update of Opening Doors, an update on the most recent Point in Time Count and discuss CoC initiatives.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

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

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: Yes

File #: 26-542 Agenda Conference 5/11/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

APPOINTMENT - ZONING BOARD OF ADJUSTMENT

RECOMMENDATION:

That City Council appoint one resident or property owner to the Zoning Board of Adjustment to fill an unexpired term ending July 14, 2028.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The following has been nominated:

Nominee:	**Nominated by**:
Renee Borden	Brahier

PRIOR ACTION:

City Council appoints members to this board on an annual basis.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

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

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Nomination Form - Renee Borden
3. Application of Interest - Renee Borden
4. Resume - Renee Borden

PRESENTATION: No

Zoning Board of Adjustment

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Chandler, Nannette	Building Contractor	Council	0	2026	7/14/2026	4/10/2025	3	
Fortune, Johnny (Dr.)	Consultant	Council	0	2026	7/14/2028	8/14/2025	3	
Price, Kirwan B.		Council	0	2026	7/14/2026	7/20/2023	3	
Sebold, Steven	Real Estate	Council	2	2026	7/14/2027	7/19/2018	3	
Shelley, Steven M.	Business owner	Council	4	2026	7/14/2028	11/17/2016	3	
Stepherson, Troy	Office & Mkting Mgr	Council	2	2026	7/14/2027	7/13/2017	3	
VACANT, VACANT		Council	2	2026	7/14/2028	8/18/2022	3	
Weeks, William	Retired Bldg Official	Council	1	2026	7/14/2027	6/14/2021	3	
White, Boyce T.	Business	Council	3	2026	7/14/2026	7/17/2014	3	

Term Length: THREE YEAR TERMS

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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jennifer Brahier, do nominate Renee Borden
(Nominee)

1404 East LaRua (Home Address) (850) 393-6396 (Phone)

707 E. Cervantes Ste B #134 (Business Address) 850 393 6396 (Phone)

borderrenee1@gmail.com (Email Address)

City Resident: (YES) NO

Property Owner within the City: (YES) NO

for appointment by the City Council for the position of:

MEMBER
ZONING BOARD OF ADJUSTMENT
(Unexpired term ending 7/14/2028)

Provide a brief description of nominee's qualifications:

Renee is dedicated to Pensacola. She has a substantial background in real estate and construction and will be a thourough, steady hand in applying the LDC and ensuring standards within our City

City Council Member or Mayor

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

Ericka L. Burnett

Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, April 23, 2026 12:43 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - Mayoral Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

Application for Boards, Authorities, and Commissions - Mayoral Appointment

This application will be utilized in considering you for appointment by the Mayor to various boards and advisory committees. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

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

If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information	
Name	Renee W. Borden
Home Address	1404 East La Rua Pensacola, FL 32501
Business Address	707 East Cervantes Ste B #134 Pensacola, FL 32501
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850.393.6396
Email Address	bordenrenee1@gmail.com
Upload Resume (optional)	2025-BORDEN_RESUME-Updated.pdf

(Section Break)

Details	
Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	32 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Zoning Board of Adjustments
Please list the reasons for your interest in this position:	As our city grows more dense and populated, it is increasingly important that the Zoning Board of Adjustments includes individuals who can review applications objectively and apply the updated Land Development Code (LDC) in a way that supports our city's long-term goals. I bring experience in both real estate and construction, which allows me to evaluate requests with a practical and informed perspective. I am committed to working collaboratively with the board to ensure all decisions meet legal requirements while upholding the standards and character of our community. Thank you for the opportunity to serve.
Do you currently serve on a board?	No
If yes, which board(s)?	*Field not completed.*
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

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

Email not displaying correctly? View it in your browser.





Renee W. Borden 850.393.6396

1404 East La Rua Street-Pensacola, FL 32501 bordenrenee1@gmail.com

QUALIFICATION SUMMARY

Currently licensed as a Florida Broker/Owner of Wren Realty Group LLC, woman owned independent real estate brokerage specializing in residential and light commercial real estate with emphasis on historical and investment properties located in the City of Pensacola and surrounding areas.
Over fifteen years of experience and expertise in the Commercial Construction Industry, working in various capacities with project teams to ensure successful project delivery. Experienced in scope review, preparation, execution, and coordination of budgets, subcontracts, and vendor purchase orders to meet project demands. Skilled in review and coordination of contract documents including plans, specifications, RFI's, submittals and schedules. Knowledgeable and certified in OSHA 30 hour safety course. Experienced as liaison between Owner, Architect, Engineers, and Construction Management team. Excellent interpersonal skills and abilities, a professional demeanor and can do attitude, with ability to manage projects independently or as a team member.

EDUCATION

University of West Florida Bachelor of Science Degree Business Administration. - Major Business Management.

SKILLS + EXPERTISE

Assisting buyers, sellers and investors with acquiring and selling real property through market analysis and property evaluation. Skilled at contract negotiations and pricing structure for the successful closing of real estate deals. Past work experience with construction damages and delay claim issues. Supported experts and senior professional staff by providing analytic support through research of project files, organizing, reviewing and analyzing various project documents, by assembling project data and developed databases for analytical review. Previous experience providing effective communication between General Contractor, Architect and Owner. Providing plan interpretation and guidance in identifying construction issues and possible value engineering options. Facilitate project documentation between field and management teams. Ability to interpret plans, specifications, contract documents, including but not limited to RFI's, change orders and directives, subcontracts, vendor Invoice to purchase order reconciliation and tracking. Ability to create and track construction schedules, ensuring project delivery. Identifying long lead items and critical path schedule issues. Skilled at identifying bid opportunities, particularly Government and Private Commercial growth markets. Well versed in AIA pay application procedures from Subcontractor to General Contractor to Architect and Owner.

-Florida Real Estate Brokers Lic # BK3376886 Exp 9/30/2026
-Florida Notary Public #HH349061 Exp 2/17/2027
-Proficient Excel Spreadsheets
-Adobe
-Timberline experience
-Proficient Microsoft Office applications, Microsoft Word
-Proficient Constructware software for submittals, RFI's
-Literate in Microsoft Project
-Lexis Nexis-Casemap Litigation Data Base Software
-OSHA 30 hour certification

WORK EXPERIENCE

Current: Broker/Owner / Wren Realty Group LLC
301 North Barcelona Suite A, Pensacola, FL 32501

JUN 2019- JAN 2023 Licensed Florida Realtor/ Berkshire Hathaway Home Services Pen Fed Realty
17 West Cedar Street, Pensacola, FL 32502

FEB 2017- JUN 2019 Licensed Florida Realtor/ Voyage Real Estate
700 North DeVilliers Pensacola, FL 32501

APR. 2014 - DEC. 2016: Senior Associate /Berkeley Research Group
2200 Powell Street Suite 1200, Emeryville, CA 94608

JAN. 2011 - AUG. 2013: Business Development / Project Manager Acousti Engineering Company of Florida
4656 34th Street, SW Orlando, FL 32811

SEP. 2009 - JUN. 2010: Construction Manager Owner's Rep /Alpha Corporation
21351 Ridgetop Circle Suite 200, Dulles, VA 20166

JUN. 2007 - JAN. 2009: Director Contract Administration /Caldwell Associates Architects, Inc.
116 North Tarragona Street, Pensacola, FL 32502

OCT. 2006 - JUN. 2007: Project Manager /Alcon Associates, Inc. (Company No Longer in Business)
201 Baldwin Drive, Albany, GA 31707

FEB. 2005 - SEP. 2006: Project Manager/ Hyperion Construction, LLC (Company No Longer in Business)
226 South Palafox Place Suite 401, Pensacola, FL 32501

OCT. 2004 - FEB. 2005: Assistant Project Manager/ S.E. Engineering (Company Merged with GHD)
707 East Cervantes Suite B #200 Pensacola, FL 32501

JUN. 2001 - OCT. 2004: Assistant Project Manager/ Yates Construction Company
115 Main Street, Biloxi, MS 39530

File #: 26-545 Agenda Conference 5/11/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

APPOINTMENT - URBAN CORE REDEVELOPMENT BOARD

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Urban Core Redevelopment Board provides for the ongoing involvement of stakeholder groups in the Urban Core Community Redevelopment Area (established by Ordinance 08-20). The board's authority and duty is to make recommendations regarding implementation of the Urban Core Community Redevelopment Plan. The board shall consist of eleven (11) members appointed by the City Council. One member shall be a member of City Council. The following areas shall each have one (1) member representing it on the Board:

Belmont DeVilliers Area	Central Business Area
East Hill Area	Gateway Area
Historic District - Aragon Area	Long Hollow Area
North Hill Area	Old East Hill Area
Tanyard Area	Waterfront Area

Members appointed to these seats shall be residents, or owners, or operators of businesses located within the Urban Core CRA neighborhood in which they represent.

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

Nominee:	**Nominated by**:
Old East Hill Area	
Christopher Satterwhite	Incumbent

PRIOR ACTION:

City Council makes appointments to this board every three years.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

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

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Application of Interest - Christopher Satterwhite

PRESENTATION: No

Urban Core Redevelopment Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Carro, Michael	Central Business Area	Council	0	2026	3/31/2029	4/24/2025	3	
Cronley, Shirley Kirchharr	East Hill Area	Council	0	2026	3/31/2029	4/24/2025	3	
MacNeil, Michelle	Long Hollow Area	Council	0	2026	3/31/2026	4/24/2025	3	
Moore, Jared	Council Representative	Council	0	2026	11/24/2026	12/12/2024	2	
Ndione, Jean Pierre	Waterfront Area	Council	0	2026	3/31/2029	3/26/2026	3	
Satterwhite, Christopher	Old East Hill Area	Council	1	2026	3/31/2026	4/23/2020	3	
Smith, Sarah	Tanyard Area	Council	0	2026	3/31/2029	3/26/2026	3	
Todd, Jr., Eddie S.	Belmont DeVilliers Area	Council	0	2026	3/31/2029	4/24/2025	3	
VACANT, VACANT	North Hill Area	Council	1	2026	3/31/2026	4/23/2020	3	
Webb, Linda	Historic District-Aragon	Council	1	2026	3/31/2029	4/24/2025	3	
Wieczorek, Kelly	Gateway Area	Council	2	2026	3/31/2029	4/23/2020	3	

Term Length: THREE YEARS

The Urban Core Redevelopment Board has been established to provide for the ongoing involvement of stakeholder groups in the Urban Core Community Redevelopment Area (Ordinance 08-20). The board's authority and duty is to make recommendations regarding implementation of the Urban Core Community Redevelopment Plan.

Members: Eleven (11) total. One member of Council and one respresentative from the following areas within the Urban Core CRA:
Belmont DeVilliers Area, Central Business Area, East Hill Area, Gateway Area, Historic District-Aragon Area, Long Hollow Area, North Hill Area, Old East Hill Area, Tanyard Area, and Waterfront Area.
Members appointed to these seats shall be residents or owners or operators of businesses located within the Urban Core CRA neighborhood in which they represent.

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, April 22, 2026 2:15 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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

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

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

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

(Section Break)

Personal Information	
Name	Christopher Satterwhite
Home Address	5435 Primrose Dr Pensacola, FL 32504
Business Address	309 N 6th Ave Pensacola, FL 32501
To which address do you prefer we send correspondence regarding this application?	Business
Preferred Contact Phone Number(s)	3526342256
Email Address	csatterwhite@uwf.edu

Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	1
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Urban Core CRA
Please list the reasons for your interest in this position:	I have lived in the city for decades and have businesses within the city limits and the Urban Core. I've enjoyed working on this board and would like to continue. Thank you.
Do you currently serve on a board?	Yes
If yes, which board(s)?	*Field not completed.*
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

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

Email not displaying correctly? View it in your browser.



File #: 26-190 Agenda Conference 5/11/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 26-029 - HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE DOCK COMPLEX

RECOMMENDATION:

That City Council award Bid 26-029, High Performance Maritime Center of Excellence Dock Complex — Landside Construction to R J Gorman of Panama City, Florida, the lowest and most responsible bidder, with a base bid of $3,980,432.27, with a 10% contingency $393,044.00. 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 project will advance the City of Pensacola Strategic Plan Goals #4, Resilient Waterfronts & Neighborhoods, and #7, Thriving Innovation & Businesses.

The Port of Pensacola has previously received, and appropriated through prior City Council approvals, a total of $5,978,581 million from the Florida Seaport Transportation and Economic Development (FSTED) Program grant funding, with the Port of Pensacola appropriating an additional $1,992,860 in local match. The funding will be utilized to support the land side construction activities of a High Performance Maritime Center of Excellence Dock Complex at the Port of Pensacola, which will enhance maritime workforce training, support research initiatives, and promote long-term economic growth.

The land side work represents the first of three phases for this project. The remaining grant funds will be allocated to Phase Two, which will include the construction of water docks and installation of cathodic protection systems. Phase Three will include waterside dredging activities.

PRIOR ACTION:

12/2021- City Council approved grant award G2883 for $200,000 for landside rehabilitation at the Port of Pensacola.
02/2022- City Council approved grant award G2867 for $628,851 for waterside rehabilitation at the Port of Pensacola.
03/2025- City Council approved grant award G3B51 for $3,525 for the Maritime Dock Complex at Port of Pensacola.
01/2026 - City Council approved funding amendment to award G3B51, increasing the award amount by $1,625,000 and reallocating funds from G2883 and G2867.

FUNDING:

Budget:	$5,978,851	FDOT Grant Award G3B51
	$1,992,860	Local Port Matching Funds
	$7,971,411	Total Budget
Actual:	$3,980,433	Construction Services for Base Bid Award
	$398,044	10% Contingency
	$4,378,477	Total Actual

FINANCIAL IMPACT:

The funds for the project were appropriated in the Port of Pensacola on Supplemental Budget Resolution No. 2025-99 at the January 15, 2026, City Council Meeting. The total project cost is being funded by a combination of state grants (from fund account 062020) and local port matching funds (from fund account 060060) as detailed above under "Funding".

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

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lance Scott, Port Director
William Boyer, Project Compliance Manager

ATTACHMENTS:

1. 26-029- ITB - RJ Gorman Contract
2. 26-029 NOI
3. 26-029 R J Gorman
4. 26-029 draft tab
5. HPCMEDockComplex Specifications
6. HPCMEDockComplexDrawings

PRESENTATION: No

CONTRACT BETWEEN CITY OF PENSACOLA AND R J GORMAN
BASED UPON INVITATION TO BID #26-029

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 R J Gorman, ("Contractor"), a corporation authorized to do business in Florida, located at 1944 Frankford Ave, Panama City FL, 32405, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #26-029, on March 20, 2026, ("Invitation to Bid"), as described in Project Manual/Specifications for **landside construction for the High Performance Maritime Center of Excellence Dock Complex**, Bid #**26-029**, 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, 2026, ("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 (see section 15), the exact term and length of this Contract, including specific days to complete construction, shall be specified and agreed upon at the time of the pre-construction meeting.

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 million, nine hundred eighty thousand, four hundred thirty-two dollars and twenty seven cents** (**$3,980,432.27**) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (X) Yes (___) No

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

Section 6. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contract beginning at time of notice to proceed.

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

_____
(Contractor's Name)

By_____
President

_____
(Printed President's Name)

Attest_____
Corporate Secretary

(CORPORATE SEAL)

CITY OF PENSACOLA, FLORIDA

_____
Mayor, D. C. Reeves

Attest: _____
City Clerk, Ericka L. Burnett

Approved as to Substance:

_____
Director – Port of Pensacola

Approved as to Substance – Funding

_____
Project Compliance Manger – Port of Pensacola

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

EXHIBIT B

PROPOSAL

The Proposal dated 4/21/2026, which Contractor submitted in response to the Bid Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

THE CITY OF
PENSACOLA

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

May 1, 2026

MEMORANDUM

TO: Respondents to Bid #26-029, High Performance Marine Center of Excellence Dock Complex

FROM: Dedria Lunderman, Purchasing Manager

SUBJ: Notice of Intent to Award

The City of Pensacola intends to award the contract to R. J. Gorman Contracting, LLC, as indicated on the attached tabulation. Thank you for your interest in the City's project. This notice serves as the City's notice of intent to award.

Protest of the intent to award must be in writing and received in the Purchasing Office within five business days, no later than 10:00 A.M. on May 8, 2026. Protest must be delivered to:

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

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

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

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

cc: Lance Scott, Director, Port of Pensacola, City of Pensacola
Kevin Boyer, Project Compliance Manager, Port of Pensacola, City of Pensacola

TABULATION OF BIDS

BID NO: 26-029

TITLE: High Performance Marine Center of Excellence Dock Complex

Submittals Due: **04/30/26, 2:30 P.M.** Department: **Port**	R. J. GORMAN CONTRACTING, LLC Panama City, FL	H. G. HARDERS & SON, INC. Panama City, FL	SOULE CONSTRUCTION LLC Pensacola, FL	FLORIDA SEAWALL SOLUTIONS High Springs, FL	LOFTIS MARINE, LLC Pensacola, FL	THE GREEN-SIMMONS CO., INC. Pensacola, FL	SOUTHERN ROAD & BRIDGE, LLC Palm Harbor, FL
Base Bid - Phase 1	$3,980,432.27	$4,147,543.00	$4,325,538.00	$4,580,000.00	$4,863,800.00	$5,823,902.00	$6,250,000.00

PROPOSAL
BID NO. 26-029

HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE DOCK COMPLEX

ALL AMOUNTS, WRITTEN OR NUMERAL, MUST BE TYPED.

Landside Construction Base Bid
THREE MILLION NINE HUNDRED EIGHTY THOUSAND FOUR HUNDRED THIRTY-TWO DOLLARS AND TWENTY SEVEN CENTS.
(Written)

($ 3,980,432.27)

Bid Security in the proper form and in the amount of $ 199,021.61 (5%) is submitted.

Dunns#/UEID: 02-448-7450 (Federal Transparency Act Reporting Requirement)

Florida Department of Professional Regulation
Contractor's Certification or Registration

No. CGC1534048 Expiration Date 8/31/2026

Survey: How did you obtain this solicitation?

☐ City of Pensacola website ☐ Central Bidding ☑ Demandstar

Other:

Signature Date:

Printed Name: Robert Justin Gorman Title: President

Company: RJ Gorman Contracting, LLC Address: 1944 Frankford Ave.

Telephone: 850.769.7747 City: Panama City

Fax: State: FL Zip: 32405

E-mail: justin@gormanamerica.com

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

ADDENDUM 6

REVISED QUANTITY SHEET BID NO. 26-029
PORT OF PENSACOLA
HIGH PERFORMANCE MARINE CENTER OF EXCELLENCE DOCK COMPLEX
LANDSIDE ACTIVITIES

COMPANY NAME: RJ GORMAN CONTRACTING LLC

SCHEDULE OF PRICES (BASE BID)		
ITEM	**DESCRIPTION**	**AMOUNT**
	PHASE 1	
1	Mobilization/Demobilization	$364,373.32
2	Construction of concrete pavement to include all required grading, subgrade preparation, and base material, and material testing	$1,388,057.02
3	Construction of crane pad to include all required earthwork, material testing, reinforcing steel, sheet piling, concrete, and precast piles	$2,228,001.93
4	~~Project Contingency (contractors should calculate at least 5%)~~	
Note: All other work not specifically listed above but necessary to complete the Phase 1 work as shown in the plans and specifications will not be paid for separately and shall be included in the provided bid items.		

TOTAL BID: $ 3,980,432.27
(This amount must equal items 1-3 above)

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

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

Vendor Name: RJ Gorman Contracting, LLC

Vendor FEIN: 81-4117386 Phone Number: 850.769.7747

Vendor's Authorized Representative Name and Title: Robert Justin Gorman President

Address: 1944 Frankford Ave

City: Panama City State: FL ZIP: 32405

Email Address: justin@gormanamerica.com

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

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

Florida Statute 787.06

(2)(a) "Coercion" means:

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

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

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

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: Robert Justin Gorman President

Date: 4.21.26

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

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: RJ Gorman Contracting, LLC Date: 4.21.26

Authorized Signature: _____ Printed Name: Robert Justin Gorman

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

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

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

   A. The name of the subcontractor.

   B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

   C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

   D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

RJ Gorman Contracting, LLC
Company Name

Authorized Signature

JUSTIN GORMAN
Printed Name

4.21.26
Date

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

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 $ 2,750.00, which cost is included in the amount of the bid.

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

Installation & maintenance of required erosion & sediment controls

Routine inspection of controls during construction

Use of appropriate controls for waterfront construction

Completion & maintenance of required compliance documentation

Corrective actions as needed to avoid violations or stop work orders

Turbidity screen, hay bales, silt screen & monitoring

4.21.20

Authorized Official

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

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

Robert Justin Gorman
Printed Name

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

COVENANT OF THE COMMUNITY FOR THE CITY OF PENSACOLA
WORKFORCE REPORT

Company Name: RJ Gorman Contracting, LLC

The following is a list detailing each employee's residential zip code and skillset or trade, and whether the employee was hired since the date the Contractor was awarded the Covenant Project, Bid No. 26-029.

Employee Residential Zip Code	Skillset or Trade	Hired since the award of contract: Yes/No
Example: 32502	Plumbing, Welder, Carpentry, Bricklaying, Project Mgmt., Concrete, or Write in the applicable skillset/trade.	Yes
SEE ATTACHED		

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

Robert Justin Gorman President 4.21.26

Signature and Title of Business Representative Date

This form may be reproduced.
December 2020

COVENANT FOR THE COMMUNITY
FOR CITY OF PENSACOLA
LOCAL BUSINESS PARTICIPATION REPORT

Company Name: RJ Gorman Contracting, LLC

The following is a list of amounts billed by all subcontractors and vendors and whether the subcontractor or vendor is local for the awarded Covenant Project, Bid No. 26-029.

Name of Subcontractor / Vendor	Local Business Sub/ Vendor: Yes/No	Amount Billed
Example: Construction, LLC	Yes	$40,000
Fluid Metal Works	Yes	$52,000
Tierra Engineering	Yes	$114,388
Southeast Surveying & Mapping	Yes	$50,000
Decks & Docks	Yes	$45,000

Please answer the following statistical questions pertaining to this Covenant Project:

1. What was the percentage of newly hired employees that are local residents? 0.
2. What was the percentage of all existing employees that are local residents? 0.
3. What was the percentage of local business participation? 15.

I do solemnly affirm that the information furnished herein and the documents provided herewith are true and accurate.

Robert Justin Gorman President — 4.21.26

Signature and Title of Business Representative — Date

December 2020

This form may be reproduced.

Addendum Date: March 20, 2026

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

BID NO. 26-029
HIGH PERFORMANCE MARINE CENTER OF EXCELLENCE DOCK COMPLEX

The following items take precedence over the documents for the items named items. 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: RJ GORMAN CONTRACTING, LLC Date: 4.21.26

Authorized Representative: JUSTIN GORMAN Title: PRESIDENT
Printed Name

Signature: _____

1. The project's Quantity Sheet is included in this addendum.

2. The Insurance and Indemnification section has been revised and is included in this addendum. Replace the original I&I language (Project Manual pages 18-20) in its entirety.

3. The project's Technical Specifications have been included in this addendum.

4. The project's Plans have been uploaded to accompany this addendum.

5. **COMMENCEMENT & COMPLETION**
The bidder further proposes and agrees hereby to commence the work with an adequate force and equipment within (10) consecutive calendar days after being notified by the City of Pensacola to do so; and to complete the work and testing within **180** days after the commencement date set by the City of Pensacola and to pay as delay day penalty the sum of $500 for each and every calendar day used for the completion of the work in excess of that heretofore stated.

6. **Any reference in any of the project documentation to the City paying for material testing shall be disregarded.**

Addendum Date: April 8, 2026

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

Bid No. 26-029
HIGH PERFORMANCE MARINE CENTER OF EXCELLENCE DOCK COMPLEX

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: RJ GORMAN CONTRACTING, LLC Date: 4.21.26

Authorized Representative: JUSTIN GORMAN Title: PRESIDENT
Printed Name

Signature:

Questions and Answers

Answer to Questions #1-9: The cathodic protection system is delegated design to be provided by the contractor. The contractor shall provide a complete design and installed cathodic protection system that meets the requirement on S000.

1. Are the only steel structures to be protected: **See answer above.**
   a. The vertical steel pilings
   b. The landside of the seawall
   c. The waterside of the seawall

2. Are these items coated and if so, what are they being coated with?
   See answer above.

3. Assuming that the steel is being coated, what is the "percent bare steel factor" that the PDE wish for the CP contractor to use in designing the CP system for each of these structures? Remembering that once driven into the ground, the coating will not be 100% but will be somewhat reduced. **See answer above.**

4. What is the "circuit resistance" that the project engineers wish for the CP contractor to use for each one of these structures, remembering that: **See answer above.**

Addendum Date: April 13, 2026

CITY OF PENSACOLA, FLORIDA
Bid No. 26-029

ADDENDUM #3

HIGH PERFORMANCE MARINE CENTER OF EXCELLENCE
DOCK COMPLEX

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: RJ GORMAN CONTRACTING, LLC Date: 4.21.26

Authorized Representative: JUSTIN GORMAN Title: PRESIDENT
Printed Name

Signature: _____

Questions and Answers

1. How many cubic yards of 57 stone are estimated under the crane pad?
Contractor shall determine fill volume based on existing and final civil site plans provided. See S200 REV 1 for fill cross sections.

2. How many cubic yards of 67 stone are estimated under the crane pad?
See answer above.

3. How many cubic yards of clean fill are estimated under the crane pad?
See answer above.

4. On Sheet S100, Note 11 requires load testing of a minimum of 3 precast piles, and the pile notes further require 3 test piles prior to fabricating the balance of the piles. Please identify the exact locations of the 3 required test piles on the foundation plan, or confirm whether the contractor may propose the test pile locations for engineer review and approval.
Contractor shall propose the test pile locations for approval. Test piles shall be located within the footprint of the crane pad. Following the completion of the test pile program, test piles shall be cut off to an elevation 3 ft below the bottom of the crane mat.

Addendum Date: April 14, 2026

CITY OF PENSACOLA, FLORIDA
Bid No. 26-029

ADDENDUM #4

HIGH PERFORMANCE MARINE CENTER OF EXCELLENCE
DOCK COMPLEX

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: RJ GORMAN CONTRACTING, LLC Date: 4.21.26

Authorized Representative: JUSTIN GORMAN Title: PRESIDENT
Printed Name

Signature: _____

Some questions were missed in Addendum 3 and are addressed herein.

Questions and Answers

1. Although sheet pile installation is anticipated from the landside, the work remains directly adjacent to navigable waters and is integral to the marine dock structure which will be classified as a USL&H work zone if anyone were to get hurt performing that work. Please confirm if USL&H coverage is required for all sheet pile installation personnel, subcontractors, and equipment operators engaged in this waterfront scope.
   As Referenced in Addendum #2 posted on April 8: "The scope of work indicates that all work is anticipated to be performed from a landside perspective; therefore, Marine Liability insurance (which includes USL&H Coverage) is not required. Should a contractor's proposal include work from a waterside perspective, the contractor shall obtain all applicable and appropriate marine-related insurance coverage."

2. Drawing C102 indicates an existing buried electrical line running north to south. Please provide elevations for the lines or confirm that the contractor should assume these lines to be below any require excavation for the area paving.
   Vendor should refer to updated drawings in Amendment A3 (drawings).

3. Asking for clarification on whether the reinforcing in the approach slab needs to be epoxy-coated.
   Not required. Bidders are encouraged to provide pricing for this in their bid if they desire.

Addendum Date: April 16, 2026

CITY OF PENSACOLA, FLORIDA
Bid No. 26-029

ADDENDUM #5

HIGH PERFORMANCE MARINE CENTER OF EXCELLENCE
DOCK COMPLEX

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: RJ GORMAN CONTRACTING, LLC Date: 4.21.26

Authorized Representative: JUSTIN GORMAN Title: PRESIDENT
Printed Name

Signature: _____

A question was missed in Addendum 4 and is addressed herein.

Questions and Answers

1. Drawing C102 indicates an existing buried electrical line running north to south. Please provide elevations for the lines or confirm that the contractor should assume these lines to be below any require excavation for the area paving.

A. Contractor is to assume these lines will be below any required excavation depth for the area paving, but should plan accordingly in contingency pricing.

Addendum Date: April 21, 2026

CITY OF PENSACOLA, FLORIDA
Bid No. 26-029

ADDENDUM #6

HIGH PERFORMANCE MARINE CENTER OF EXCELLENCE
DOCK COMPLEX

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: RJ GORMAN CONTRACTING LLC Date: 4/30/2026

Authorized Representative: JUSTIN GORMAN Title: PRESIDENT
Printed Name

Signature: _____

1. The submittal due date has been extended to **April 30**, 2026, 2:30 P.M., Central time. Those submittals received will be opened and publicly read immediately afterward via Microsoft Teams at the following link: Microsoft Teams bid reading link.

2. **Delete the existing quantity sheet issued in Addendum 1. Use the attached quantity sheet indicating that Item 4 regarding contingency has been eliminated.** Only the first three items will be calculated to reach the base/total bid amount.

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

RJ Gorman Contracting LLC
1944 Frankford Avenue
Panama City, FL 32405

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 10th Floor
Schaumburg, IL 60196-1056

OWNER (Name, legal status and address):

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

Bond Amount: 5% of Total Bid

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

HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE DOCK COMPLEX

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 in to 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 by the 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 21st day of April, 2026

(Witness) (Seal)

(Witness) (Seal)

RJ Gorman Contracting LLC (Seal)
(Principal)

(Title)

Fidelity and Deposit Company of Maryland
(Surety)

Jo M. Chonko
(Title) Jo M. Chonko, Attorney-in-Fact

RJ GORMAN CONTRACTING, LLC LIMITED LIABILITY SEAL 2016 FLORIDA

Language conforms to AIA Document A310 Bid Bond
BID70001ZZ0311f

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Michael W. BROWN, Jo M. CHONKO, George B. NORRIS of Panama City, Florida, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of January, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 7th day of January, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of April, 2026

SEAL SEAL SEAL

MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

REQUIRED DOCUMENTS ACKNOWLEDGEMENT
Bid/RFP/RFQ #26-001

Purchasing Forms		**Contractor Initials**
1)	Proposal Page(s)	RJG
2)	State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	RJG
3)	52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	RJG
4)	52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	RJG
5)	Certification For Erosion And Sedimentation Compliance	RJG
6)	Drugfree Workplace Certificate	RJG
7)	Covenant With the Community Workforce Report	RJG
8)	Covenant With the Community Local Business Participation Report	RJG
9)	Acknowledgement of addenda (signed signature pages of addenda)	RJG
10)	Bid Bond	RJG
11)	Required Documents Acknowledgement Page	RJG

Department Requirements (Dept to verify licensure)		**Contractor Initials**
1)	Florida Licensed General Contractor	RJG
	OR	
2)	Florida Licensed Underground Utilities Contractor	RJG

Company Name: RJ GORMAN CONTRACTING, LLC

Authorized Officer's Name: ROBERT JUSTIN GORMAN Title: PRESIDENT

Signature of Officer: _____ Date: _____

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

SUPPLMENTAL DOCUMENTS

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
RJ GORMAN CONTRACTING, LLC

Filing Information

Document Number	L16000187827
FEI/EIN Number	81-4117386
Date Filed	10/11/2016
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	10/03/2025
Event Effective Date	NONE

Principal Address

1944 FRANKFORD AVENUE
PANAMA CITY, FL 32405

Changed: 01/29/2019

Mailing Address

1944 FRANKFORD AVENUE
PANAMA CITY, FL 32405

Changed: 01/29/2019

Registered Agent Name & Address

JONES, ROBERT L, III
601 SOUTH PALAFOX STREET
PENSACOLA, FL 32502

Name Changed: 03/12/2025

Address Changed: 03/12/2025

Authorized Person(s) Detail

Name & Address

Title MGRM

02/07/2022 -- ANNUAL REPORT	View image in PDF format
03/22/2021 -- CORLCRACHG	View image in PDF format
01/08/2021 -- ANNUAL REPORT	View image in PDF format
04/17/2020 -- CORLCRACHG	View image in PDF format
01/06/2020 -- ANNUAL REPORT	View image in PDF format
01/07/2019 -- ANNUAL REPORT	View image in PDF format
01/05/2018 -- ANNUAL REPORT	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
10/11/2016 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GORMAN, ROBERT JUSTIN

RJ GORMAN CONTRACTING, LLC
1944 FRANKFORD AVENUE
PANAMA CITY FL 32405

LICENSE NUMBER: CGC1534048

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/18/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



HEALTH & SAFETY PROGRAM

2026

A Message From our President

January 5th, 2026

At Gorman, nothing we do is more important than making sure everyone goes home safe at the end of the day. As we grow, our safety culture is continuing to evolve. What worked in the past is not enough for where we are going. Safety is not a moving priority. It is a core value that guides how we plan work, how we lead, and how we make decisions in the field.

This safety plan sets the standard for how we operate going forward. It reflects a more structured, more consistent, and more accountable approach to safety across every job. It is not optional and it is not paperwork. It defines clear expectations and puts responsibility where it belongs, in leadership and on every person on our jobs. Our Safety Director has full authority to enforce this plan, and it has my full support.

Every employee has both the right and the responsibility to work safely and to stop work when something is not right. Stop Work Authority is expected, supported, and protected. No schedule, production goal, or budget is worth someone getting hurt.

Our expectation is simple. Follow the plan. Speak up early. Hold each other accountable. If we do this right, we go home every day in the same condition we showed up in.

This plan has my full support, and our Safety Director has full authority to enforce it. If there is confusion, ask. If there is resistance, we will address it. Safety is how we operate now.

I want everyone here to go home safely, and I'm counting on each of you to help make that happen.

#protectAthe-G

Justin Gorman
President

1944 Frankford Ave
Panama City, FL 32405
RJ Gorman Contracting LLC
(O) 850.769.7747

Preface

As part of the Gorman Contracting overall strategy to build a high-performance safety culture, the company has developed Safety & Health policies and procedures.

Policies and procedures can change with time; refer to the Gorman Contracting Safety Department for the most recent and applicable version. Also, one must always remember that clients may have different or additional procedures or precautions for safety. It is a Gorman Contracting policy to comply with these additional procedures or precautions unless doing so exposes employees to additional hazards.

A high-performance safety culture includes policies and procedures. It also includes assessing yourself and your co-worker to ensure you understand the potential hazards of the job and that you have the right tools and equipment to work safely. A high-performance safety culture also includes taking personal responsibility for your own safety.

Be knowledgeable of the policies and programs, especially how they apply to your specific work area, and use the information to perform job tasks in a safe and healthy manner, preserve the environment, and maintain the security of our operations.

If you have any questions or need assistance, do not hesitate to contact Gorman Contracting Management and Safety Department.

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1.3 Project Safety Goals

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7- Training Records Management

8- Injury Management
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11- Project Safety Planning

12- Job Hazard Analysis

13- Employee Incentive Program

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35- Compressed Gas Cylinders

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Bill of Rights

Employee Rights:

- I have the right to participate in the Gorman Contracting health and safety program.
- I have the right to work in a safe and healthy environment.
    - I have the right to receive information about how my work environment may affect my safety and health.
- I have the right to raise safety concerns to management without fear of retaliation.
- I have the right and responsibility to maintain my training and qualifications to enable me to do my job safely.
    - I have the right and responsibility, when knowledgeable of job hazards, to stop work, without fear of reprisal, to protect co-workers, others and myself from imminent hazard situations.
- I have the right to provide feedback to my supervisor, co-workers, and other appropriate individuals to increase safety of a given job or workplace.
    - I have the right to be treated with dignity and respect when expressing my thoughts and opinions on safety and health matters.
    - I have the right to expect that appropriate hazard controls, tools and personal protective equipment will be made available so that I may perform work in a manner safe for co-workers and myself. It is my responsibility to use tools and personal protective equipment provided in a safe manner.
    - I have the right and responsibility to follow applicable safety procedures and precautions as outlined in the Gorman Contracting Health & Safety Program, Procedures and Work practices, and Federal, State and Local regulations.
    - I have the right to expect that at the end of my day, I will be returning home without having suffered a work-related injury or illness.

Rudolph Muller,
Safety Director

1- Introduction

The Company values a safe and healthy working environment for the Client, employees, and subcontractors.

The Health & Safety Program provides guidance on how the Safety, Health, Environmental & Security procedures will be executed. The Company employees performing work on various projects are required to follow the requirements set forth in this Health & Safety Program.
Subcontractors performing work on Gorman Contracting projects are required to follow the requirements set forth in this policy. If any of the documents or Client expectations are in conflict, the most stringent will be required.

1.1 Purpose

The purpose of this Health & Safety Policy is to provide guidance for a consistent and uniform approach for implementing the safety processes for employees. Subcontractors shall comply with the rules and expectations noted in this document.

This is a living document and will be reviewed periodically, revised, and updated as needed. Revisions will be communicated to all employees through safety meetings and training sessions.

1.2 Scope

- Implement the Company health and safety program on all sites and note rules about the Company policies or Client requirements.
- Identify and incorporate safety considerations as related to the construction of the Gorman Contracting Projects.
- Communicate specific requirements of the Projects and outline reporting procedures as they relate to Safety, environmental and security issues.
- All supervisor level employees (Foreman, Superintendents, Project Managers, etc.) are required to read and understand this document and their roles and responsibilities.

1.3 Project Safety Goals

The Company's overall goal is to eliminate workplace injuries and illnesses. This is accomplished by involving all employees and managers in our Company safety processes.

The goal for Gorman Contracting Project is Zero Injuries Today and everyday thereafter. The Company will achieve our goals by utilizing the following:

- Using the Company safety program elements based on proven processes including:

- **Leadership:** Our expectations to lead and support the safety processes. Without strong leadership, Safety, Quality, and Productivity will suffer.
- **Skills:** How we train and our expectations for training.
- **People:** People Matter Most! Trainings along with the Employee Incentive program will be an opportunity for all employees to be engaged in our Safety Process.
- **Planning:** Pre-job planning activities such as Task Planning, JHAs. Details the expectation that all employees have a role to play in the planning of work activities.
- **Incident Management:** This is where we identify improvement opportunities and in the unfortunate event of an incident, identify the root causes, and establish corrective opportunities.
- **Subcontractors:** Effectively working with Subcontractors to promote processes equal to or greater than the Company's.
- **Continuous Improvement:** The assessments and metrics for how the Company keeps score to monitor our success and identify improvement opportunities in our processes.

- Provide a highly effective orientation for new hires.
- Implement our Employee Incentive Program, Behavioral Safety Process to promote communication, teamwork and to identify leading indicators.
- Utilize "Near Miss Events" as lessons learned and promote the reporting of events to capture leading indicator information.
- Document our safety efforts, investigations, inspections and corrective actions.

2- Stop Work Authority

Employees and contractors will receive Stop Work Authority training. The training will be documented including the employee's name, the dates of training and subject.

The universal signal for Stop Work Authority (emergency stop for any activity) will be arms outstretched, repeatedly crossing over each other in front of the body, in an exaggerated motion. The universal signal will be outlined and demonstrated to everyone during this training.

No work will resume until all work stops, issues and concerns have been adequately addressed.

Any form of retribution or intimidation directed at any individual or Company for exercising their right to issue a stop work authority will not be tolerated.

Employees and contractors are responsible for initiating a Stop Work Intervention when warranted and management is responsible for creating a culture where Stop Work Authority is exercised freely.

When an unsafe condition is identified the Stop Work Intervention will be initiated, coordinated through the supervisor, initiated in a positive manner, notify all affected personnel and supervision of the stop work issue, correct the issue, and resume work when safe to do so.

3- Project Manager, Superintendent, and Foreman

Project Manager, Superintendent, and Foreman responsibilities include the following:

- Assessments of work areas and take necessary corrective action(s).
- Participate in and lead the daily safety meetings.
- Promote an atmosphere that encourages continuous improvement practices and Zero Injuries
- Actively participate and promote employee incentive program.
- Enforce company health & safety rules and act as required to ensure consistent compliance.
- Ensure that the Company planning processes are carried out in accordance with the project requirements and the corporate safety procedures.
- Review, provide feedback, and approve JHAs in accordance with the project requirements.
- Project Managers are responsible and accountable for the superintendents, supervisors and foreman on their projects. Project Managers are accountable for implementing and promoting health and safety policies. Superintendents will actively demonstrate interest and concern for the safety and well-being of all Gorman Contracting employees, Subcontractors, company equipment, and all other individuals associated with their work.
- Lead Safety Meetings.
- Lead by example. Never walk past an at-risk behavior or act.

4- Drug and Alcohol Policy

The company has a vital interest in maintaining safe and efficient working conditions. Legal drugs, illegal drugs, or alcohol in the workplace may impair the user's job performance and pose safety risks to both the user and his/her fellow employees. Records will be kept on the jobsite until project completion and will be available for audit as appropriate.

All employees, including supervisors, must submit to the following types of tests:

- **Pre-employment testing** – A negative test is required prior to working at Gorman Contracting.
- **Post-accident testing** – Post accident testing will be conducted for all medical incidents and any incident that results in property damage.
- **Reasonable suspicion testing** & **Random testing**– This will be administered to an employee whose appearance, conduct or other factors suggest that he/she may be impaired by drugs and/or alcohol. Two or more witnesses attesting to the suspicion will be required.

The company will utilize a combination of instant check collections kits, saliva swabs, and a local collection facility to administer the collection of the tests.

Consumption of alcohol on Company or the Clients' property (including parking lots), within Company vehicles, or on any job site is strictly prohibited. At no time may any employee operate a motor vehicle or any equipment while impaired.

5- Disciplinary Action

All projects will utilize Company's progressive discipline policy for enforcing rules and regulations. (Verbal warning, Written warning, Suspension and Termination) The Company has 5 (Zero Tolerance) rules that will result in immediate termination pending an investigation.

- Fall Protection.
- Energy Control.
- Excavation and Trenching.
- Confined Space.
- Drugs and Alcohol.

6- Daily Safety Meetings/Toolbox Talks

Toolbox meetings will be held prior to work commencing, daily. Planned daily activities will be discussed along with associated hazards and their mitigations. Safety Alerts will be reviewed along with any corporate directives.

Gorman Contracting shall implement a daily stretching program (i.e., Stretch and Flex) as part of the daily crew safety meetings.

Gorman Contracting shall conduct daily safety meetings for all on-site workers including subcontractors. This meeting shall review recent issues, incidents, job observation trends, upcoming work, and relevant EHS topics. Toolbox Talks shall be provided weekly at the beginning of the week.

7- Training Records Management

Electronic copies and/or Hard copies of all training records such as (Equipment operators, competent persons, riggers, rescue teams, confined space trained employees, etc.…) will be maintained on company data base and will be made available to our clients upon request.

8- Injury Management

First Aid/AED/CPR trained employees (1 for every 10 employees) along with first aid kits will be on-site to manage any first aid injuries. Medical assistance will be limited to basic first aid and any injury or condition more significant will be referred to the off-site local clinic or hospital.

Subcontractors are responsible for having First Aid/AED/CPR trained employees. The trained employees shall always be available at the worksite to render First Aid/AED/CPR.

Arrangements with a local health clinic will have been established to provide off-site medical services for all employees if needed.

The local emergency room will be used when the local occupational clinic is not available. Subcontractors are responsible for identifying acceptable medical facilities for treatment of their employees. Gorman Contracting will work with Subcontractors to assist in injury management as appropriate.

The Project Manager shall notify the Gorman Contracting upper management team and the safety director as soon as possible of any injury that requires off-site care. Subcontractors will notify Gorman Contracting before taking any worker off site for medical care or evaluation. Gorman Contracting shall notify the Client prior to sending anyone off site for medical treatment or examination.

Site management will monitor the assigned work activities of employees on restricted duty to ensure compliance with established restrictions.

8.1 Incident Reporting and Investigation

In addition to other reporting requirements at the end of their shift, all Company employees and subcontractors are required to verbally report immediately to their supervisor whether they have sustained any injury or caused any damage to property on the Job Site or other safety concern, failure to do so will result in disciplinary action. All injuries and property damage must be immediately reported. Gorman Contracting must immediately notify the Client within 1 hour and provide a written one-page summary of the incident including the date and time of the event, name of affected worker(s), event description, and available details no later than the end of shift.

For all injuries the following must occur:

- Report to your immediate supervisor upon occurrence of the injury.
- Supervisor to accompany/assist employee with first aid assistance if possible.
- Project Manager / Superintendent / Supervisor Notify the Gorman Contracting Upper Management Team and the safety director.
- Employee(s) are evaluated and treated.
- The injured worker's supervisor will notify the PM and/or the Superintendent
- Contact the appropriate Client representatives.
- In the event of a serious injury, the following requirements must occur as soon as possible:
    - Activate the project's Emergency Action Plan. (Call 911)
    - Stabilize the employee from immediate additional exposure, if possible, without risk to aiding personnel or injured employee.
    - Post an individual in a location where they can direct Emergency Response Units to the incident location.
    - Contact the appropriate Client representatives.
    - Complete project reporting requirements.

8.2-Investigation Procedures

An investigation team shall be formed in accordance with the Project Manager and the Safety Director to conduct a root cause analysis utilizing the 5-whys technique for all injuries and incidents including near misses, property damage, utility strikes, and injuries.

Example of 5 Whys technique.

- Problem: A worker broke his arm when he fell slipping on hydraulic oil.
- Why did he break his arm? He slipped on hydraulic oil that was on the floor.
- Why was there hydraulic oil on the floor? The oil leaked from the forklift.
- Why did the oil leak from the forklift? The operator did not know it was leaking.
- Why would the operator not know the forklift was leaking? The operator had not conducted an equipment inspection on the forklift.
- Why did the operator not conduct an inspection on the forklift? Conducting an equipment inspection is not part of our company process.
- Root cause: No process is in place for company equipment to be inspected prior to use out in the field.

The 5 whys method involves asking "WHY" repeatedly to uncover the root cause, moving from the immediate cause and identifying the underlying systemic issues to prevent future occurrences.

- Investigations will start as soon as possible after the incident occurs. The investigation will include a timeline, contributing factors, photos, witness statements, and other documents (JHAs, pre-use inspection sheet, permits, etc.) associated with the work activity.
- The intent of the investigation is not to find fault but identify the root cause and contributing factors, which will enable the project to implement the corrective actions that will mitigate the hazard from recurring. Corrective actions will be assigned and monitored by the Project Manager, Superintendent, Supervisor, Foreman and the Safety Director.
- Within 5 days of the incident, Gorman Contracting will follow up with a completed and approved copy of the root cause analysis report to the Client.

9- Near Miss

The company shall encourage the reporting of near misses by constant reminder in safety meetings and through positive reinforcement mechanisms.

The purpose of near miss reporting is to raise all employees' awareness of at-risk actions or potentially hazardous conditions so they may be corrected.

Near miss reporting allows each employee to participate in the safety program and emphasizes prevention.

Comments and suggestions are reviewed and acted upon and escalated as appropriate. Individuals participating should be recognized.

10- Reports and Records

The administration of the reporting requirements is the responsibility of the Project Manager, Superintendent, Supervisor and Foreman.

The Safety department shall, at a minimum, maintain the following reports and records:

- Project Emergency Action Plan.
- Monthly inspections (Fire extinguishers, ladders, electrical cords, power tools, etc.).
- Competent Persons List and supporting documentation.
- Equipment Operators Training Records.
- Employee Incentive Program.
- OSHA 300Log.
- All Incident Reports and associated paperwork.
- Safety Training and Orientation records.
- Daily Excavation Inspections.
- Equipment Inspections.
- Permits; (Excavation, hot work, confined space, etc.)
- Crane Inspection (annual, monthly, daily).
- Copy of all JHAs.
- Monthly Inspection of First Aid kits.
- Safety Data Sheets (SDS).

All documentation will be made available at the jobsite or submitted to the Client upon request.

11-Project Safety Planning

The following task planning process will be in effect for all projects:

- Job Hazard Analysis - Performed before the activity starts.
- Permits specific to the task being performed will be completed after JHA has been reviewed and approved by the Superintendent.
- Standard Operating Procedures – Must be created and implemented prior to starting any work activity. Developed by the Superintendent and the Safety Director. All employees must review their specific SOP prior to starting work.

12-Job Hazard Analysis *{ 29 CFR 1910.132(d)}*

The JHA is a tool utilized by the employees and supervisors to plan their daily work activity.

JHAs shall be in place prior to starting any task. Employees shall have access and understand the pre-planning documents for their scope of work. Employees must be trained in JHAs that apply to their work.

Supervision will maintain a high level of active involvement in the JHA and task planning processes. Applicable supervision shall review and sign off on JHAs before being issued for construction. JHAs shall be readily available in the field (e.g., posted at specific work location/area or with crew foreman) for quick reference.

Crew JHA meetings will be held daily at the start of each shift and when work scope changes. JHA's will be turned into the Safety Department by email at the end of every week.

Subcontractors will have the option to utilize the Company's forms or their own specific Company forms; however, the content of the task planning procedure must be followed. The Safety Department shall determine if a Subcontractor's form is comparable to the Company process.

13-Employee Incentive Program

The employee "observation" process will be implemented on all Gorman Contracting projects. The process is intended to promote safe actions and reduce the occurrence of at-risk actions by addressing such actions through direct observation, feedback, and positive interactions.

The peer-to-peer craft observation process is non-punitive, that is, no name-no blame.

Employees will take a picture of the violation identified. The violation will then be addressed by the employee or reported to a supervisor for corrective actions. Once the issue is resolved an after picture will be taken and both (before and after) pictures will be submitted to the Safety Department with a brief description of the event.

It is understood that the Project Manager and Superintendent must maintain total involvement and champion the process. Their active involvement will ensure an effective program. Results of the reviews shall be communicated to all employees during our monthly safety meetings and the employee with the best observation & corrective action will be awarded a prize

14-Safety Assessments *{29 CFR 1910.132(d)}*

Identification and correction of at-risk actions, conditions or equipment is the ongoing responsibility of all project personnel.

Daily Supervisor Safety Checks are required to be completed by Foreman, and Superintendents and other staff personnel. Deficiencies are to be corrected.

The Site Team has a process to do a weekly safety walk including craft, staff and Subcontractors in the walk. The purpose is to identify positive and proactive actions and conditions along with hazards, at-risk actions and general improvement opportunities on the jobsite. The walkthrough personnel should be interacting with the craft personnel discussing positive issues that are identified and improvement opportunities.

The Safety Director is responsible for reviewing the assessments and providing technical direction regarding resolution of action items.

A single, comprehensive Action Item list or register shall be maintained for the project by the Safety Director to document findings or deficiencies not immediately corrected to ensure open items are monitored and tracked through to completion.

15- Governmental Agency Inspections and Investigations

Upon the arrival of a regulatory inspector (OSHA, FDOT, USCG, etc..), the Project Manager/designee shall accomplish the following:

- Be courteous and polite.
- Request the inspector's identification (if not already presented).
- Ask the inspector about the nature of the visit.
- Contact the designated Client representative as appropriate.
- Ensure that the legitimate needs of the inspector are met.
- Ensure that all the proper representatives are present.
- Escort the inspector to the work area.
- Document any findings during the inspection.
- Subcontractors will participate in all inspections and investigations related to their scope of work and activities.
- The Project Manager and Safety Director will act as the liaison between Company, Subcontractors, and the Client.

16-Subcontractor Safety Requirements

Subcontractors at the Project will work in compliance with the Gorman Contracting Health & Safety Program.

During bidder prequalification, a Subcontractor Safety and Health History shall be submitted and reviewed by the Safety Director or designee. Any Subcontractor not meeting the requirements require corporate approval and a risk mitigation plan prior to use. If the Subcontractor is under a mitigation plan; the plan is documented, mitigations are being practiced and can be validated.

Gorman Contracting shall ensure that all Subcontractors are also qualified in accordance with the Client's contractor qualification procedure/program. Gorman Contracting shall furnish the following information to the Client for each Subcontractor:

- Experience Modification Rating (EMR) average for the last 3 years.
- Workplace fatalities within the last 3 years.
- Detailed explanation of all OSHA and environmental agency citations in the last 3 years.
- Company's OSHA Total Recordable Incident Case Rate (TICR) for the last 3 years.
- Company's Day Away Restricted Time (DART) rate for the last 3 years

Preconstruction meeting shall be conducted for each Subcontractor on-site. A sign-in-sheet shall be produced and documented.

Prior to commencement of work, each Subcontractor is required to submit to the Company a written Safety Plan, which applies to their scope of work. The Safety Director or designee must approve the plan before the Subcontractor begins work.

All Subcontractors and their lower-tier subcontractors shall submit verification, for each new-hire employee, of a negative substance abuse screen prior to entering the project as required by the project drug and alcohol policy. Verification shall be submitted to the Safety Director or designer prior to the employee's arrival on the site.

All Subcontractor employees will attend the project orientation. Subcontractor must submit drug screening verification prior to attending orientation.

All Subcontractors shall provide a training matrix that will include the completion dates of all applicable OSHA required training (e.g., PPE, Hazard Communication, Control of Hazardous Energy/ Lockout Tagout, Confined Space Entry, Fall Protection, Scaffold User, Crane Operator, Signal Person, Rigger, Hearing Conservation, Respiratory Protection, Powered Industrial Truck, etc.). In addition, the training dates and certifications shall be provided for mobile equipment operators (e.g., earthmoving equipment, aerial lift, skid steer loader, and powered industrial truck operators).

Each Subcontractor will participate in weekly "all hands" meetings, safety stand downs, and perform a daily assessment of their work areas. These assessments are to be emailed to the Safety Director on a weekly basis. The Subcontractor may utilize their form for this assessment or choose to utilize the Gorman Contracting JHA.

Each Subcontractor shall be responsible for conducting random and for-cause drug testing in accordance with the project drug and alcohol policy. Confirmation of compliance with this policy shall be submitted to the Safety Director.

Subcontractors and lower-tier subcontractors shall maintain a file of all medical records concerning occupational injuries and illnesses and submit them to the Safety Director as described below:

- First Aid Summary - weekly submittal.
- Weekly safety performance reports - weekly.
- Near Miss Report/Unsafe Condition Report - per occurrence.
- Injury/Incident Report (Injury or Property Damage) - per occurrence.
- Work Area Assessment Results - weekly.

Subcontractors are required to furnish all personal protective equipment to their employees, which shall meet or exceed OSHA standards.

17-Hazard Communication *{29 CFR 1926.59}*

Project Managers shall coordinate purchasing activities with the Safety Department and will ensure that all purchase orders include a request for a Safety Data Sheet (SDS). All SDSs sent to the project shall be forwarded to the Safety Department for review, as well as communication to the project of new products.

All SDSs for the project will be kept electronically and available upon request.

The Company is responsible for notifying Client in writing of any hazardous chemical that will be brought onto the jobsite. Gorman Contracting shall notify the Client at least 5 working days in advance of bringing chemicals and/or hazardous materials onto the site. Gorman Contracting shall provide to Client a current SDS, estimated amount or quantity of material brought on-site, proposed days on-site, storage location, and any special handling/storage requirements for each chemical or hazardous material.

Subcontractors must provide a list to Gorman Contracting and seek prior approval to bring any chemicals onto the jobsite. This will be discussed in the pre-mobilization meeting with each Subcontractor.

A chemical inventory list shall be developed for the project and will be updated on a continuous basis by the Safety Department. A SDS inventory list will be kept online.

All containers will be labeled without regard for duration of use or quantity.

The SDS will be reviewed prior to their planned use and procedures for safe use will be included in the JHA for the task.

All Company and Subcontractor employees shall comply with the Project Hazard Communication Procedures

18-Emergencies and Evacuation

Employees and Subcontractors on the Project will follow the Emergency Action Plan.

All employees will receive education regarding the emergency and evacuation requirements in orientation. Designated assembly points will be determined by the project management team.

Emergency evacuation maps and emergency telephone numbers will be posted throughout the construction area and in all construction offices and trailers.

Every employee is required to stop the work they are performing, listen to confirm evacuation, shut down equipment in the work area, and proceed to the assembly point. Each employee shall contact his or her Superintendent taking the head count as soon as possible.

Superintendents are responsible for accountability of their crew members at the assembly point.

If an employee has not been accounted for, the foreman of that crew shall notify the Project Manager at the assembly area immediately.

All personnel on-site shall comply with the emergencies and evacuation procedures.

19-Personal Protective Equipment *{29 CFR 1926 Subpart E}*

All supervisors are responsible for ensuring that their crew members are aware of the safety equipment needs at the time of assigning work, or upon issuance of equipment.

The Company requires a hard hat, safety glasses, high visibility Class 2 vests, and safety toed work boots are to be worn while at the project with the following exceptions:

- Office buildings.
- Parking lot.
- Lunch and break periods provided no work is in progress in immediate area.
- Inside vehicles and buses.
- Operating heavy equipment within a completely enclosed cab.
- During spark producing tasks, the high visibility vest ONLY may be removed and put back on when complete

As a result of a hazard assessment of construction sites, the minimum requirements for PPE on the project are as follows:

- Company issued hard hat with Company logo and the individual's name on the front of the hard hat. Ball caps are not allowed under your hard hat.
- ANSI Z87 project issued safety glasses or ANSI Z87 approved personal prescription glasses with side shields.
- Safety glasses and face shields are required when performing certain tasks, including but not limited to cutting, grinding, or welding (Welding hood), post remediation, under the rack work, and work in dusty environments.
- High visibility Class 2 shirt or vest. A shirt covering the full trunk, shoulders, (long sleeve shirt- based on scope) and pants that fully cover the legs and ankles must be worn.

- Gloves suitable for the task will be worn when handling material or contacting anything with the hand that could potentially cause a hand injury. Cut resistant Level 2 gloves are required while performing all work activities. Hand protection is required to be worn on all construction sites by all employees and contractors when in active construction areas or as designated by the project's site specifics.
- Hearing protection (ear plugs and earmuffs if applicable) will be worn in areas that exceed 85 dB.
- Personal Flotation Device (PFD) USCG approved is required when on a barge, on a boat or when working within 6 feet of a body of water.
- When using a chainsaw; a helmet with face/eye protection, hearing protection (Earmuffs), cut resistant gloves, chaps and long sleeve shirt are required.
- Tool lanyards to secure hand tools and miscellaneous tools when working in an elevated area where equipment or personnel is anticipated.
- Leather work boots that support the ankle are required. The leather work boot shall be steel, or safety toe rated. Tennis shoes shall not be allowed on the jobsite.
- A shirt covering the full trunk, shoulders, (long sleeve shirt-based on scope) and pants that fully cover the legs and ankles must be worn.
- Snake chaps are required when working in vegetation 6 inches or greater.
- Kevlar sleeves are required when specified in the SOP.
- All grinding operations shall be performed with a full-face shield, safety glasses, and a long sleeve shirt or welding sleeves
- Any person within 10 feet of a person performing a task that requires additional PPE is required to wear the same level of PPE. For example, being within 10 feet of a grinding operation will require a face shield and long sleeve shirt or welding sleeves in addition to the hard hat, safety glasses, gloves, and work boots.
- Tennis shoes, sandals, "flip-flops," and another open-toed footwear will not be allowed on the jobsite regardless of PPE free zone.
- Loose fitting clothes or jewelry shall not be worn around moving machinery, grinding operations, welding operations, etc.
- Shirts, hard-hat stickers and other items of clothing will not have offensive language or images.
- Training of proper use, inspection, maintenance, and storage of PPE shall be accomplished initially and periodically in daily/weekly safety meeting material.

20-Lockout / Tagout (LOTO) *29 CFR 1910.147}*

LOTO is intended to prevent accidental start-ups, energization, or release of hazardous energy that could cause injury. LOTO applies to all employees and contractors. It covers all forms of hazardous energy, including:

- Electrical
- Mechanical
- Hydraulic
- Pneumatic
- Chemical
- Thermal
- Gravitational
- Stored or residual energy

20.1 Definitions

Authorized Employee - Trained employee who performs LOTO.

Affected Employee -Employe who operates or works near equipment being locked out.

Energy Isolating Device - A mechanical device that physically prevents the transmission of energy.

Lockout -Placement of a lock to ensure that the equipment cannot be operated.

Tagout – Placement of a tag stating that operation is prohibited.

Zero Energy State – All energy sources have been isolated, locked out, relieved, disconnected or blocked. (Voltage verification must be conducted using requires CAL rated PPE after shutting down and applying LOTO)

20.2 Responsibilities

Management – Provide training and resources for compliance. Ensure procedures are followed and enforced. Maintain documentation of equipment-specific

LOTO procedures.

Supervisors – Inform employees of equipment that requires lockout. Ensure authorized employees follow LOTO procedures. Maintain inventory of locks, tags and devices.

Authorized Employee – Follow all lockout/Tagout procedures. Apply locks and tags only to assigned devices. Verify zero-energy state before starting work.

Affected Employees-Understand the purpose of LOTO. Never remove locks or start locked-out equipment.

20.3 Energy Control Procedures

1. Prepare documentation - JHA, LOTO procedures, LOTO checklist, Group LOTO form (List of authorized employees)
2. Notify all affected employees - Inform them that the equipment will be shut down and locked out.
3. Prepare for shut down – Review all energy sources for the equipment. Use the equipment-specific LOTO procedures.
4. Shut down equipment – Turn off the machine using the normal stopping controls.
5. Isolate all energy sources – Disconnect using the appropriate PPE and energy-isolating devices such as: Breakers, valves, switches and blocking devices.
6. Apply Lockout/Tagout Devices – Each authorized employee will apply their personal lock. Tags must include the name of the employee, the date, reason for lockout and contact information.
7. Release or control stored energy – Bleed off hydraulic/pneumatic pressure. Discharge capacitors. Block elevated parts. Secure springs or rotating components.
8. Verify Zero energy state – Before starting work on an electrical equipment that has been de-energized, voltage verification must be conducted using a voltage meter and using the appropriate PPE stipulated on the arc flash sticker of the electrical equipment. Authorized employees will then attempt to start the equipment using the normal controls. (Then return the controls to off.) The test will be conducted for either voltage or pressure. Ensure all moving parts have been stopped.
9. Working under lockout conditions – Only the employees who have applied their locks may perform the work. No bypassing or removal of safety devices is permitted. If additional employees join the task, they must apply their own locks using a lock or lockout hasp.
10. Removing Lockout/Tagout – Inspect the equipment to ensure work is completed. Ensure all tools and employees are clear from the area. Remove personal locks and tags. Notify affected employees that equipment is restored to service. (If the employee who applied their lock is not available, the supervisor may authorize removal after verifying has left the site and the equipment is safe to re-energize. Employees must be notified that their lock was removed before the employee resumes work.) (If there is a shift change / personnel change, oncoming employees must apply their own locks before outgoing employees remove their locks. Equipment must remain in lockout condition during the transition period.)
11. Locks can only have one key. They all must be standardized by color, shape and size.
    Any violation of the LOTO policy will result in a termination (Zero Tolerance Rule) non-negotiable.

21-Respiratory Protection Program *{29 CFR 1910.134- 1926.55, Subpart Z}*

Respiratory protection will be worn when employees are exposed to hazardous levels of gas, vapor, silica dust or particulate contaminants in the atmosphere.

Any employee who requires respiratory protection to perform their work shall be trained, medically qualified and fit-tested.

Medical qualification for the use of respirators shall be coordinated by the Safety Director with a designated off-site physician.

Basic respiratory protection information is provided in the orientation as part of the PPE element.

All elements of the OSHA Silica program requirements; 29 CFR 1926.1153, including Table 1 of the standard, shall be followed.

22-Heat Stress Prevention

Information is provided in the orientation and during specific heat illness prevention training provided by the Safety Department.

The purpose of this plan is to identify the hazards affiliated with extreme heat and communicate the plan to all affected employees to prevent illnesses due to heat.

This plan will identify the designated person that is assigned specific tasks, provide specific details and determine the form of communication for carrying out the plan.

Designated employees have the authority and responsibility for implementing and following through with the provisions of this plan at the worksite.

Heat illness can occur at any time once you become dehydrated and when exposed to extreme heat and overexertion

When using the heat index to determine the risk level, the adjustments to the heat index listed in Table 1 must be applied.

Table 1 - Adjustments to the Heat Index Value to Determine Risk Levels

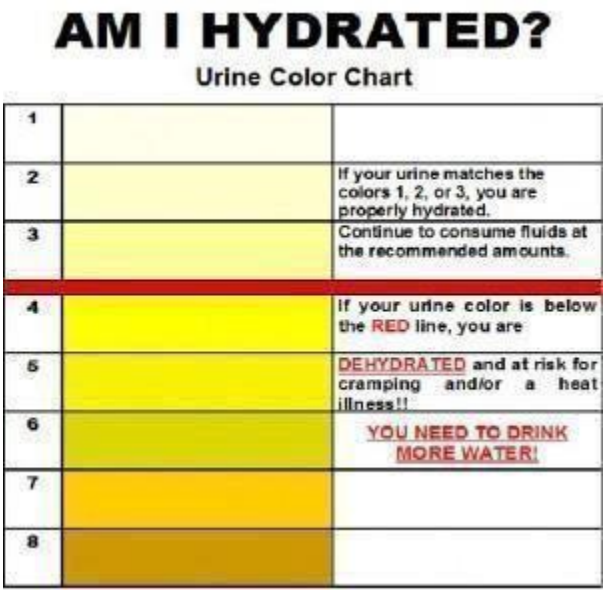
Employees performing strenuous activity	If internal body temperature cannot be maintained within 2° F of normal, implement precautions at the next risk level.
Working in direct sun	Determine the amount to add to the heat index to account for the sunshine.
No breeze	If internal body temperature cannot be maintained within 2° F of normal, implement precautions at the next risk level.
Strong winds of very hot, dry air	If internal body temperature cannot be maintained within 2° F of normal, implement precautions at the next risk level.
Using heavy or nonbreathable protective clothing	Ensure the specific risk-based controls are implemented for employees wearing heavy, nonbreathable, or impermeable protective clothing. If internal body temperature cannot be maintained within 2° F of normal, implement precautions at the next risk level.

Percent of Direct Sunshine	Add to Heat Index Value
100	15
75	12
50	8
25	4
0	0

The different projects will use the following plan to mitigate heat stress based on the Heat Index which will be monitored with the OSHA Heat App. Supervisors will be given additional Heat Stress Prevention training on how to implement the following program.

Heat Index	Risk Level	Protective Measures
Less than 80° F to 90° F (21° C to 33° C)	Lower (Caution)	**No Limits on Self-Paced Work** Employees must do the following: • Drink water throughout the day. Do not wait until you are thirsty. Supervisors must do the following: • Monitor the heat index regularly. • Observe employees who are wearing heavy, non-breathable coveralls or chemical resistant suits and ensure employees do not show signs of heat- related illness. • Acclimate new and returning employees who perform strenuous work.

Heat Index	Risk Level	Protective Measures
91° F to 105° F (33° C to 41° C)	Moderate	**Conditions May Limit Work Activities** Employees must do the following: • Drink approximately 4 cups of water every hour. • Rest for 5 minutes every hour. • Observe coworkers for signs of heat-related illness. Supervisors must do the following: • Ensure that shaped or air-conditioned areas for breaks are close to the work area. • Acclimate new and returning employees. Those who are not acclimated fall under 'High' risk protocols until acclimated. • Ensure that employees are drinking enough water, resting adequately, and not experiencing heat-related symptoms.
105° F to 130° F (41° C to 54° C)	High	**Conditions Will Limit Work Activities** Employees must do the following: • Drink at least 4 but no more than 6 cupsof water per hour. If possible, water should be between 50° F and 60° F (10° C and 16° C). • Rest for 10 minutes (suggest removing impermeable clothing) every hour. Supervisors must do the following: • Set up a buddy system so that no one is working alone. • Ensure employees are acclimated to the weather conditions. Those who are not acclimated fall under 'Very High to Extreme' risk protocols until acclimated. • Closely supervise new employees for the first 7 days until fully acclimated. • Observe employees several times per hour for signs of heat-related illness. • Use non-invasive thermometers on all employees during rest periods and breaks to ensure heat-related illnesses are avoided.
Greater than 130° F (54° C)	VeryHighto Extreme	**Work Limited to Essential Functions** Employees must do the following: • Drink, at least 4 but no more than 6 cups of water per hour. If possible, water should be between 50° F and 60° F (10° C and 16° C). Supervisors must do the following: • Provide employees with personal cooling measures. • Schedule 50 percent work/rest ratio with no working duration greater than 20 minutes. Set up shade canopies over work areas that are in direct sunshine or, if possible, move jobs to naturally shaded areas. • Ensure that the buddy system is in place. Working alone is prohibited. • Never leave employees unattended, constantly observe for signs of heat- related illness. • Use non-invasive thermometers on all employees during rest periods and breaks to ensure heat-related illnesses are avoided.



Water must be provided.

Cool individual bottled drinking water will be supplied in coolers throughout the site being accessible to all employees to encourage frequent drinking. Electrolyte supplements will also be made available upon request.

When temperatures are expected to exceed 85° F, employees will be reminded during the morning safety meeting to take needed breaks and to drink plenty of water as well as the symptoms and treatment of heat illness.

a. Access to Shade

Shade tents or equivalent will be placed throughout the site, being accessible to all employees. In situations where it is not safe to have tents erected (e.g., due to high winds, energized areas, etc...), employees will rest in the break room/tool trailer.

23- Housekeeping *{29 CFR 1926.25}*

Housekeeping is emphasized in the orientation and shall always remain a high priority throughout the project. It will be focused on by all supervisors and during all inspections and assessments. Housekeeping will be profiled in the morning safety meetings on a regular basis.

- Materials are to be stored in the designated laydown areas. Jobsite work areas are to be kept in neat and clean condition.
- Unneeded construction material will be removed from job sites in a timely manner. All packaging materials, including boxes, pallets, crates, banding (e.g., metal and plastic), etc., should be removed from the work area immediately. All walkways will be clear of construction material and debris
- Welding leads, hoses, and extension cords shall be suspended (minimum of 7 feet) with nonconductive material off all walkways. Nails, bent welding rods, and other metal items are not acceptable materials for suspending leads, hoses, and electrical cords. Mats, cord trays, cable protectors, or bridge covers shall be utilized to eliminate tripping hazards where it is not possible to suspend leads, hoses, and extension cords.
- Subcontractors are responsible for the maintenance and inspections of their fire extinguishers.

24-Fire Prevention *{ 29 CFR 1926 Subpart F – 1926.150 (151)(152)- 1926.352}*

Fire extinguishers and a fire watch are required around open flame and spark producing operations. Fire watch personnel will be trained and shall remain at the location for minimum 30 minutes after the hot work has stopped to ensure that no possibility of fire exists.

Fire watches are required for all spark producing operations.

A dedicated Fire Watch shall remain vigilant during the hot work and under no circumstances can the fire watch leave the hot work operations to perform another task. If the fire watch must leave, he or she must advise the employee to conduct the hot work and stop work immediately.

Employees will be trained and assigned to warn others of potential unsafe situations or emergency conditions and provide safety action as necessary.

A properly selected functional fire extinguisher shall be no closer than 10 feet but no further than 25 feet away from locations during welding, cutting, grinding, soldering or any other open flame.

Arc welding and cutting machines will be effectively grounded at the frame when utilizing the power outlet and have ground fault protectors utilized.

Waste or rags containing flammable or combustible liquids that create fire hazards will be placed in covered metal containers and be properly marked.

Smoking is prohibited in all enclosed buildings and in areas posted as “No Smoking Area.” Smoking is permitted only in designated areas. All cigarette ends must be disposed properly and are not to be thrown on the ground

25-Project Color Code

The project will follow a monthly inspection process for all fall protection equipment, rigging, ladders, power tools, and electrical cords using the Gorman Contracting Color Code Chart as follows. The monthly color code will be applied during the documented monthly inspections.

January – Orange	July – Orange
February– Green	August – Green
March – White	September – White
April – Yellow	October – Yellow
May – Red	November – Red
June – Blue	December – Blue

26- Fall Prevention/Protection *{29 CFR 1926 Subpart M – 1926.501 - 1926.503}*

The company is committed to a 100 percent fall protection. 100 percent fall protection is required any time an employee is exposed to a fall more than **6 feet** from where their feet are located. No employee or work operation is exempt from the 100 percent fall protection rule.

Personnel required to utilize secondary fall protection shall be thoroughly trained in fall hazard recognition, fall protection equipment, calculating fall distance, and the details of the fall prevention/protection procedures.

Proper fall protection will be planned into work activities for all elevated work. If unsure of appropriate anchorage points to be used in a Fall Protection System, contact immediate Supervisor / Fall protect competent person for further instruction.

All lifeline systems anchorage points will be designed by a qualified person and installed by a qualified person.

Users of personal fall arrest equipment must visually inspect the harness before each use.

Monthly documented inspections of all fall protection equipment will be completed and turned into the Safety Department to be maintained in the project files. Once inspected the fall protection equipment will be color coded following the company color code.

Retractable lifelines shall be inspected by a third-party qualified person on an annual basis. A copy of inspection records shall be maintained by the Safety Director.

27--Scaffolding *{OSHA 29 CFR 1926 Subpart L }*

Competent person - Shall approve scaffold design, erection, modification and dismantling procedures. Perform initial and daily inspections; signs/maintain inspection tags and records.

Superintendents/Supervisors- Shall ensure that workers receive required training and follow procedures. Verify that PPE and fall protection are used where required.

Employees / Scaffold users – Shall follow safe work procedures, attend training, conduct visual inspections, and report defects immediately.

Safe access and access must be provided. A competent person, as determined by knowledge and training, will inspect and sign off tags for scaffold erection compliance and structural integrity after erection and daily before use. The scaffold tagging procedure shall be implemented at the Project. (Green, Yellow, and Red):

Green Tag- This scaffold was built to meet company scaffold regulations; it is safe to use

Yellow Tag- This scaffold does not meet company scaffold regulations; personal fall arrest systems required

Red Tag- Warning- This scaffold is not complete- DO NOT USE

Scaffolds will be tagged according to their state of completion. GREEN tags will not require tie-off; the scaffold is complete. YELLOW tags shall require 100 percent fall protection and means that the scaffold is safe for use but there is a hazard requiring tie-off. RED tags should prohibit employees from using that scaffold, because it is incomplete. If no tag is attached to the scaffold, employees are prohibited from using that scaffold.

28-Barricades *{29 CFR 1926 Subpart G}*

When barricade tape is used to caution personnel of a potential hazard the proper color will be yellow and black. Signs indicating the hazard will be used in addition to the barricade tape.

When barricade tape is used to protect personnel from a known danger the proper color will be red and black. Signage indicating the danger along with the name of the immediate supervisor in authority of the area must be clearly visible from all access points. Authorization to erect red and black barricade tape must be obtained from the Superintendent before erection (immediate supervisor of crew that installed the red barricade may authorize access into these areas).

No one other than the crew involved in the task and signed off on the JHA is allowed inside of a red barricade. Unless they are required for the operation, personnel need to stay outside the red barricade while high risk activities are being performed.

The counterweight swing radius of all cranes, drill rigs, articulating aerial lifts, and rock breaking operations will be barricaded with danger tape (red and black). Also, red barricades should be installed under the drop zone below elevated work areas to prevent personnel from entering where the potential for falling objects exists

29- Guardrail

Systems ***{29 CFR 1926.500 (502)}***

A standard guardrail shall consist of a top rail, intermediate/mid rail, toe board, and posts. Components of a guardrail system may consist of 2-inch by 4-inch stock, 3/8 inch double clamped wire rope, or its equivalent. Guardrail components must meet the following minimum requirements:

Top Rail

• 42 inches + 3 inches from the upper surface of the rail to the floor, platform, or ramp level.

• Secured to withstand a 200 pound, outward and downward force with minimum 3-inch deflection.

• Have a smooth surface throughout its length.

• Wire rope top rails must be flagged with high visibility flagging at 6-foot intervals.

Mid-rail

• 21 inches, or halfway between the top rail and the floor, runway, platform, or ramp.

• Secured to withstand a 150-pound, horizontal force with minimum 3-1/2-inch deflection.

• The ends of the rail shall not overhang the terminal posts except when it does not constitute a projection hazard.

Toe boards

• It should have a 4-inch nominal, minimum height.

• Securely fastened in place.

• No more than 1/4-inch clearance above the floor level.

Posts

• Wooden railing posts (verticals) shall be made of at least 2-inch by 4-inch stock or its equivalent.

• Be spaced so as not to exceed 8 feet on center.

30-Excavation and Trenching *{29 CFR 1926 Subpart P}*

Every trench and excavation requires completion of the utility avoidance process and a Trench and Excavation permit. The supervisor responsible for the work is accountable for initiating the permit and obtaining the appropriate signatures.

All excavations shall be overseen by a competent person. This individual shall be identified on the Competent Persons List.

All soil on the project will be classified by the competent person to determine the proper personal protection requirements when entering the excavation. Sloping will be in accordance with OSHA specifications.

Sloping, shoring, or trench shields must be installed for excavations greater than 5 feet in depth or less if personnel are working below grade.

Access and address shall be provided in/out of all excavations at intervals no greater than 25 feet of lateral travel.

Daily inspections of each excavation shall be made by the competent person to ensure they are safe to enter. The inspection form will be posted at the excavation or within reasonable distance.

The supervisor responsible for the work will ensure that proper signs, warnings, and barricades are in place and maintained at the excavation.

31-UTILITY AVOIDANCE *{29 CFR 1926.651}*

All underground utilities will be identified in accordance with site procedures prior to excavation. Before excavation begins (including post driving), State one-call will be notified, private locates or GPR will be conducted, and all available drawings will be reviewed to identify the location of utilities.

Utilities identified by the one-call (811), locator device or GPR. The utility will be visually located via soft digging methods (e.g., hydro excavating, vacuum excavating, pneumatic/air blast excavating, or systematic hand digging) prior to using mechanical equipment if the planned excavation will be within 10 feet of a marked utility.

Hold points shall be clearly marked on the ground (e.g., paint) at least 10 feet from any underground utility. Once soft digging methods expose the buried utility, soft digging methods shall be used to clear/remove earthen material from the utility to create a buffer zone of at least 3 feet from the underground line before mechanical digging may resume in the area.

811 is required to be called at a minimum of 3 days prior to the planned start date of the excavation to have utilities in the area located. "One-Call's" are good for 30 days and must be refreshed a minimum of 2 days prior to expiration.

Gorman Contracting shall provide and maintain aboveground identification (e.g., color coded post markers for the applicable utility) for high hazard utilities (e.g., gas, electricity, fiber optic, pressurized lines) as agreed upon with the Client.

Employees will be trained in the steps necessary to obtain clearance to perform subsurface work or to work where overhead utilities are present.

Planning will be performed for all work to identify any overhead utility lines, pipe racks, or other potential hazards. Excavation equipment shall also be grounded when digging near overhead or buried power lines where there is a potential to encounter energized conductors.

Local agencies will be contacted, and review locations of planned work for identification of potential utilities traversing the work areas.

Marked lines show the approximate location of underground utilities. Prior to excavating around a known utility, it must be pot-holed to verify the exact location and depth. The "One-Call" service will only mark the utility owned (public) side of the line. The owner's side (private) must be identified through other means. Every effort will be made to identify and avoid utilities in both the public and private areas. This will include reviewing drawings and site plans and looking to make sure what is marked makes sense (i.e., if a building has a restroom, determine if the water line feeding the building has been identified or located). Redlines must be verified and existing cables must be marked prior to excavation near known cables.

If a discrepancy exists between the available data, it shall be investigated and reconciled by uncovering (i.e., visually locating) the subsurface item via "soft digging" methods to confirm the physical location prior to acceptance of the permit and use of mechanical digging, drilling, boring, or driving equipment.

Equipment clearances from energized power lines or distribution lines are as follows:

- The area 25 feet or less from power lines is the prohibited zone.
- Operation of any equipment in the prohibited zone needs to be authorized by project management.
- At no time will cranes be operated inside the prohibited zone unless power lines are de-energized or safety provisions are implemented to ensure no power lines are contacted.
- If a crane or forklift must operate within the prohibited zone OSHA's minimum clearance distances will be strictly followed.
- Signs will be posted no less than 50 feet prior to power line crossing indicating its voltage and height. A separate sign will be located at a distance that will ensure the OSHA minimum clearance distance is maintained.
- Trained spotters will be used to ensure that the minimum distance is maintained.

32-Confined Spaces *{29 CFR 1926 Subpart AA}*

Potential confined spaces on our projects, will be evaluated by the Competent person. The company does not anticipate the spaces are Permit Required but if by the hazard assessment one is classified as Permit Required, Gorman Contracting will provide the employees involved with the entry the proper training for safe entry. In addition, Gorman Contracting will submit to the Client for review and acceptance a written Confined Space Entry procedure/program/Rescue plan and JHA within 5 business days of performing the permit required confined space entry.

Willful violations of the confined space procedures by any project employee or Subcontractor may result in a termination.

33-Portable Ladders - Control and Inspection *{29 CFR 1926.1053}*

- All ladders used on the jobsite will be certified at a minimum as ANSI Type 1A (300-pound capacity).
- Ladders and ladder use will be presented during orientation.
- Any work being performed from ladders requires fall protection to be utilized at or above 6 feet.
- All ladders must be secured and manually held by a spotter prior to securing.
- Ladders shall be inspected monthly by a competent person and the applicable color code. The inspection results will be noted on an inspection log and maintained by the safety department.
- It is the user's responsibility to obtain, inspect, and use the appropriate ladder in accordance with the ladder safety procedure.
- Fixed ladders that are greater than 24 feet in height shall utilize fall protection (retractable lifelines) while ascending or descending. (OSHA CFR 1926.1053)

34-Cranes and Material Handling *{29 CFR 1926 Subpart CC – 1926.1400}*

Safe operation and daily inspection of cranes and other lifting equipment is the primary responsibility of the operator. Daily, monthly, and annual inspections are required to be completed. All inspections shall be documented and records turned in and retained by the safety department.

All cranes coming on the site, whether rental units or for Subcontractors, shall be inspected by a qualified person that the Project Manager appoints. A copy of current annual and monthly inspections shall be forwarded to the Safety Director.

Cranes shall be inspected post-erection and at least every 12 months by a third-party qualified person. This inspection shall be submitted to the Client prior to utilizing the crane.

Subcontractors shall perform their own inspections and maintain their own records. Subcontractor daily and monthly inspections shall be available for review by the Subcontract Administrator and/or their Safety Manager.

A qualified rigger is required in all jobs where rigging tasks are performed. Rigging will be inspected and rated for load. Taglines will be used. No one will stand under an overhead load.

Crane operators and riggers must be certified according to OSHA Subpart CC requirements as the basis for certification. Operators will carry their certification on their person.

The competent person for the crane shall be designated, approved, and on the site prior to any crane operations including set up or reconfiguring.

The crane competent person will complete a documented field assessment of the crane operator's ability prior to initial assignment.

If cranes can meet power lines, prohibited zones will be established and a power line monitor will be assigned to the crane operations.

All crane signals shall be trained and authorized. Signal people shall possess a whistle, air-horn, or other signaling device to warn of flying loads.

All assembly/disassembly operations must be supervised and directed by a qualified and competent person. This competent person shall be appointed by the Project Manager or his/her designer. A JHA must be filled out for all assembly/disassembly operations.

Critical lift plans will be required when:

- Any lift is greater than 25 tons (50,000 pounds).
- Any lift over critical operating and/or process equipment.
- Any lift that exceeds 75 percent of the crane's capacity.
- Any lift that exceeds 90 percent of the cranes load chart.
- Personnel hoisting.
- Any tandem lift that involves utilizing more than one crane or hoisting device.
- Any lifts in winds more than manufacturer's manual.
- Any lift within 20 feet of energized power lines.
- Any lift within 10 feet of energized equipment.

A licensed engineer/PE shall review and approve all critical lift plans and submit critical lift plans to the Client's representative for review and acceptance prior to executing/performing critical lifts.

The user must inspect all slings or other rigging equipment before each use. A documented monthly inspection must be completed by a competent person and color-coded tape applied. The results of the inspection shall be submitted to the Safety Director.

All rigging, chain falls, come-a-longs that are deemed unsatisfactory shall be taken out of service and returned to the tool room for repair or destroyed.

All rigging will be inspected before use and documented monthly. Rigging will be color coded during the monthly inspection using the company color codes.

All rigging equipment must show the working load limit (WLL) legible tags with weight capacity requirements.

Rigging hardware (e.g., shackles, eyebolts, slings, and wire rope) located below the hook shall be manufactured in the USA, unless otherwise approved by the Client.

35-Compressed Gas Cylinders *{29 CFR 1926.350}*

Cylinders will be securely fastened in the upright position while being transported and have protective caps in place.

When in storage or when in use, oxygen cylinders shall be separated from fuel gas cylinders or combustible materials by a minimum distance of 20 feet or by a noncombustible barrier at least 5 feet high having a fire resistance rating of at least 30 minutes. Without an adequate fire-rated barrier, storage of gas cylinders on dollies/carts with regulators attached is not permitted.

Check valves shall be installed on all cutting torches. Flash arrests shall be installed on the downstream side of oxygen and fuel gas regulators to which the appropriate hoses will be attached.

The appropriate hoses shall be purchased for the type of fuel gas.

utilized.

All hoses shall be inspected on a regular basis and replaced as

necessary

36-Helicopter Hoist / Personnel Lowering

{FAA Regulations 14 CFR Parts 133, 135, and applicable waivers/LOAs}

Pilots must be FAA-qualified and current for HEC (Human External Cargo). Hoisted personnel must receive documented training. Signalmen must also be trained in aviation hand signals and radio communication. All personnel involved with the operation must participate in a pre-task safety briefing.

30.1 Aircraft and Hoist System Requirements:

- FAA approved helicopter and hoist system.
- Load-rated cable, hook and swivel safety latch.
- Redundant or emergency release capability.

30.2 Personal Protective Equipment (PPE)

- Full body harness approved for aviation hoist use.
- Helmet with chin strap

30.3 Daily pre-use inspection of hoist, cable, hook, harness and PPE are required. Defective equipment shall be removed from service immediately.

30.4 Operations shall not proceed when; (1) winds exceed limits established by the helicopter operator. (2) If visibility is below minimum aviation requirements. (3) If electrical storms are within the defined exclusion radius. (4) If sea state or vessel motion creates unsafe conditions. (5) Night operations will not occur without proper authorization and lighting.

30.5 Landing and exclusion zones must be marked beneath the helicopter. Non-essential personnel shall be cleared of the area. Radios shall be tested and dedicated to helicopter operations. Vessel or barge movement must be minimized during hoisting.

30.6 Operational Procedures:

- Conduct JHA. Hold a pre-lift briefing covering; (1) Sequence of operations (2) Emergency Procedures (3) Communication methods (4) Abort signals (Confirm that rescue and medical plans are in place)
- Personnel being lowered (1) shall remain hands clear of hook until instructed (2) Shall maintain stable body position during descent (3) Shall avoid contact with structures, vessels, or rigging (4) Shall always maintain visual contact with signalman.

- During retrieval, personnel will secure position before hookup. Signalman will confirm readiness before lift. The ascent will be conducted smoothly, with control and with constant communication.
- Operations shall be immediately aborted if: (1) If a loss of communication occurs (2) If unsafe aircraft behavior is observed (3) If there is an unexpected vessel movement that occurs (4) If weather conditions deteriorate (5) If any person signals an emergency stop.
- Emergency and rescue procedures shall be reviewed before each operation. First Aid Kit and AED shall be available.

37 Electrical Equipment Inspection/GFCI *{29 CFR 1926.404}*

GFCI breakers shall be provided for all 120 volt, single-phase, 15 and 20 ampere receptacle outlets that are powered by generators. Unless the generator is under 5 kW and has a two-wire system with conductors insulated from the frame.

All projects will follow a monthly inspection process for all power tool and electrical cords using the COMPANY Color Code as appropriate.

Subcontractors will complete a documented inspection of all power tools and electrical cords. All documentation will be submitted to the Safety Director.

Employees shall visually inspect receptacles, extension cords, and equipment connected by cord and plug before each use for external defects. Where there is evidence of damage, the damaged item shall be taken out of service and tagged with a defective tool tag.

All temporary distribution panels shall be labeled with the location of the feed. All branch circuits shall be labeled.

38 Competent Persons

OSHA construction standards and policy require a "Competent Person" be designated and present on the jobsite to address certain specific hazards and safety responsibilities. OSHA defines a "Competent Person" as:

"One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, who have authorization to take prompt corrective measures to eliminate them." [29 CFR 1926.32(f)].

The competent persons list shall be filled out prior to mobilizing to the jobsite. This list will be provided to the Client if they request a copy.

The Safety Department shall ensure that designated competent people have the proper training according to the Company and OSHA requirements.

The competent person list will be kept in a file that is readily available.

39 Motor Vehicle Operations *{29 CFR 1926.601}*

- All posted speed limits shall be followed.
- All traffic signs and signals shall be obeyed.
- Seat belts must be always worn while on property.
- Bus operations are required to have spotters anytime backing.
- Operators are not allowed to be on their mobile phones while operating any motor vehicles.
- Hands free devices are not allowed while operating company provides vehicles or equipment
- Employees who do not wear seatbelts will not be allowed to operate or ride in any vehicle or equipment on the project.
- All motor vehicles must be in safe operating condition.
- Vehicles with dual wheels must be equipped with suitable flaps.
- Warning flags must be used on any load that extends beyond the front, side, or rear of a vehicle.
- No personnel shall be transported 0n the back of vehicles (e.g., pickup truck beds).
- When unloading or loading trailers with mobile equipment, the area will be identified as a restricted access area. The area will be identified by various methods depending on the condition of the unloading area, construction traffic, and pedestrian traffic. Cones, yellow rope, yellow caution flagging, candle stick cones, road barricades, can all be used to identify the area of activity. Wheels shall be choked. The area will encompass a large enough area around the unloading/loading activity to prevent injury if the material being unloaded is dropped from the trailer or mobile equipment.
- No unauthorized personnel is allowed in the area while mobile equipment is in movement.
- No personnel is allowed on the backside of any flatbed trailer while the material is being lifted by mobile equipment.
- No unauthorized personnel is allowed in the area while mobile equipment is in movement.
- Only material handling equipment operators are permitted inside the Exclusion Zone while trucks are being unloaded with mobile equipment. No movement of material handling equipment is to occur within the Exclusion Zone if pedestrians are inside the restricted area.

40 Mobile/Heavy Equipment *{29 CFR 1926.602 – 1926 Subpart O – 1926.1427 – 1910.178}*

- Equipment must be inspected and deemed safe prior to use.
- Only trained, qualified, and authorized personnel may operate equipment.
- Operators are not allowed to be on their mobile phones while operating equipment.
- Hands free devices are not allowed while operating company provides vehicles or equipment.
- Spotters are required anytime the operator's view is obstructed regardless of the direction of travel.
- Forklift skid steers on-site shall have back up cameras. Skid steers should also utilize proximity devices.
- Equipment operators will be cared for and must carry the operator card with them. All mobile equipment will be equipped with a spill kit.
- Exclusion Zones shall be established where earth moving equipment is operated and in motion. Exclusion Zones shall be clearly defined (e.g., signs at each entry point, traffic cones, traffic barrels, or hard/soft barricades) so nonessential personnel can distinctly identify the boundaries of the Exclusion Zone and stay out of the work area.
- In areas where earth moving equipment is being operated, Exclusion Zones shall be utilized to eliminate or minimize the need for spotters and keep foot traffic (i.e., pedestrians) out of the area.
- Nonessential personnel shall stop and get permission each time they enter an Exclusion Zone. Prior to granting access, the person in charge of the Exclusion Zone shall alert the earth moving equipment operators in the area.
- Mobile equipment operators shall stop if an unauthorized vehicle or person enters the Exclusion Zone without permission, communication is broken with the spotter, or a pedestrian leaves a Safe Zone.
- A recovery plan and JHA are required whenever a vehicle or heavy equipment is stuck or rolled over and needs to be recovered. An assessment shall be conducted using the recovery form. Recovery equipment rigging must be kept separately from rigging being used out in the field. A bubba Rope rated for the pull must be used. A brand-new sling rated for the load that has never been used to lift can also be used for recovery operations. Never attach rigging to non-structural parts such as axles, engines, mounting bolts and track frames. Immediately inspect the area for spilled fluids (Oil, fuel, hydraulic fluid) Use spill kit materials and dispose of waste according to environmental policies. Rigging equipment (Bubba Rope, Slings, Shackles) must be inspected for damage and placed out of service if necessary.

41-Aerial Lift *{29 CFR 1926.453}*

Operator training and skills verification (operator checkout) shall be completed and documented for all employees operating articulating boom platforms, scissors, or other aerial lifts.

No employee is to operate or work from an articulating boom platform without

documented training. The Safety Director shall develop and maintain a training matrix in

which all qualified operators are listed. Operators must always carry their certification

with them.

A pre-use inspection of the equipment shall be performed by the user and documented on the Daily Equipment Checklist. Defective items noted must be reported immediately to operator's supervisor. The completed checklist must be returned to the Safety Department by email on a weekly basis.

Fall protection shall be utilized by all employees who operate or work from an articulating boom platform, scissor, or other aerial lift. Appropriate tie-off points for fall protection shall be used in accordance with manufacturer's recommendations.

Feet must stay on the floor of basket unless approved collectively by the immediate supervisor and the Safety Department and documented on the JHA for special circumstances.

42-Spotters

Spotters shall be used whenever the equipment is being maneuvered within 3 feet of an object, person, other equipment, etc. (forward, backward, up, down, rotating, etc.) This includes all mechanized mobile equipment that is used on construction projects (aerial lifts, cranes, fork-lifts, trucks, cars, skid steers, track-hoes, back-hoes, etc.).

As part of the daily JHA, supervisors must ensure the usage of spotters for mobile mechanized equipment and plan accordingly. If spotters are not included in the plan, the superintendent must approve the plan on the JHA before work begins. Spotters must be trained in their duties and identified to the equipment operator so proper communication and instruction occurs.

All operators and spotters will utilize standard hand signals agreed upon. If at any time the operator or spotter are not comfortable with the task at hand, stop work will be utilized, supervisor will be informed.

43- Barge Operations *{29 CFR 1926 Subpart O (Marine Operations) - 1926.605 – 1926.1437}*

Daily inspections shall be conducted for stability, deck conditions, cleats, lines, walkways and access points. Verify that lighting is adequate and functional. Confirm that freeboard levels and ballast conditions are safe.

Provide safe gangways with handrails. Ensure that ladders, steps, and access points are inspected and

secured. Ensure that crane is certified for barge-mounted operations. Position crane to maintain center of

gravity stability.

Consider wind speed, current, barge movement, and wave action. Stop operations if load sway becomes uncontrolled or conditions become unsafe.

a. Crane and Rigging Safety Hammer attachment
   i. A competent person must visually inspect the crane and rigging including leads, hammer and all attachments. This includes checking ground stability when operating from a barge/Platform and levelness.
   ii. Pile driving equipment 29 CFR 1926.603; (Stop Blocks are provided for the leads to prevent the hammer from being raised against the head block) (Hammer blocking is a device capable of safely supporting the hammer's weight, it must be provided for placement in the leads when employees are required to work under the hammer.) (Air hoses leading to the hammer must be securely attached with a whip check in case the joint breaks.

b. Pile Driving and Steel Erection
   i. Never place any part of the body underneath the hammer assembly. An exclusion zone should be established around pile-driving operations.
   ii. Employees must be kept clear when the pile is being hoisted into the leads. Piles must be securely guided and braced to prevent uncontrolled movement or falling during driving.
   iii. Diesel Hammer Hazards: (Extreme noise levels *{100 dB or above}* require the use of double hearing protection
   {Ear plugs and muffs}) (The hammer and exhaust ports become extremely hot during operations. Employees must maintain a safe distance.)
   Once the pile/column is driven and ready for connection, all standard for Steel Erection in *CFR 29 1926 Subpart R* rules apply.

c. Communication and Training
   i. A certified or qualified signal must be used to direct all crane movements, especially when the operator's view of the load or hammer/pile is obstructed.

44- Working Over Water *{29 CFR 1926.106}*

At least one ring buoy with 90 feet of rope must be readily

accessible. Rescue skiffs or boats must be available with

operators on standby. (MOB) Man-Overboard Procedures.

- Shout "Man Overboard"
- Throw flotation aid immediately
- Maintain visual contact and point continuously
- Launch rescue skiff if it's safe to do so
- Notify supervisor and call emergency services if required
- Provide first aid/AED/CPR upon recovery

Monitor marine forecasts before and during operations. Stop work during thunderstorms, high winds or dangerous currents.

All incidents, near misses and unsafe conditions must be reported immediately. Supervisor will investigate, and corrective actions will be implemented.

45-Environmental Protection *{29 CFR 1926 Subpart D – Subpart Z – 1926.65}*

Employees are not to dump, release, or otherwise discharge or dispose of any hazardous substances or

waste. Storm water Pollution: BMPs and structures shall be maintained along with performing all

required inspections. Training shall be provided on spill response procedures and equipment.

An endangered species/hazardous plants and animals training will be developed and training provided during the project orientation.

Mobile equipment shall have spill kits, absorbent pads/diapers, or similar materials on or inside the equipment at all times.

Vehicles and mobile equipment shall not be fueled within 125 feet of storm drains, open ditches, water bodies, or wetlands. Nozzles used in vehicle and equipment fueling must be equipped with an automatic shutoff to control drips and releases and 100 percent attendance is required by the fueling attendant.

Stored equipment, tanks, and containers with hazardous chemicals or petroleum products shall have a spill containment system in place to prevent any spilled or leaked fluid from reaching storm drainage, runoff, or water bodies.

EPA guidance indicates that a spill reported within 15 minutes is deemed to be reported "immediately." Therefore, every effort should be made to report within 15 minutes any fuel/oil or chemical spill to surface water, soil within 100 feet of water (i.e., "Waters of the United States"), or releases greater than 25 gallons to the superintendent and to the client representative.

Notification of spills or releases, which are reportable to a regulatory agency, shall be made by the client. In other words, the client shall contact the regulatory agency and provide notification to the appropriate governing bodies of the reportable spill or release. Therefore, it is essential that all spills and releases, regardless of size and location, are immediately reported to the client.

46-Fatigue Management

To maintain rest and alert personnel, the following work hour guidelines shall be followed

- More than 12 hours up to 16 hours per day requires Project Manager's Approval.
- Once it is anticipated the total work/travel requirements will exceed 14 hours but less than 16 hours; approval from the Project Manager for that scope of work is required.
- At no time will an employee work more than 16 hours in one day unless involved in an emergency.
- The maximum consecutive workdays allowed is 13 and then requires a minimum of 48 hours off.
- Employees will be discouraged to not use over the counter or prescription drugs to increase mental alertness.

47- Stretch and Flex Program

The Stretch and Flex program will be implemented on all projects. The program will be completed in the morning as part of the crew JHAs.

48- Severe Weather and Hurricane Plan

As tropical storms develop, they will be monitored to determine their projected path.

All Superintendents will be briefed, by the Project Manager, or designee, on the current situation and what actions each should take to prepare the job site for hurricane or bad weather.

- STORM WATCH: When storms (containing lightning), are within a 30-mile radius of a jobsite location, the project must announce a storm watch. The watch denotes to leadership and craft that a storm is in the area and work activities must be evaluated. The intent is to prepare our projects for storms and associated lighting. Plans to lower booms, halt specific work operations, remove personnel from elevated work, etc. must be evaluated.
- STORM WARNING: When a storm approaches a 15-mile radius of a jobsite location, the project must announce and implement a storm action plan based on preparations made at the storm watch stage (30-mile radius). At 15 miles, the plan is enacted (booms are lowered, specific work operations are to be wound down, personnel are removed from elevated work, etc.).
- STORM IMMINENT: When a storm is within 5 miles of a job site location, the project must be complete with implementation of the Storm Warning measures. In essence, all activities are to stop, and personnel are to be under cover.

NOTE: If the storm is traveling on a direct path to the jobsite location, the STORM WATCH, WARNING, and IMMINENT stages must be enacted. Projects must consider the projected path of the storm as well as the storm speed. For fast moving storms, the WARNING and IMMINENT stages may need to occur more expeditiously.

If a storm develops within the 30 mile or 15 miles radius but its travel direction takes it away from the jobsite location the site leadership will continually evaluate the storm's path but are not required to enact WARNING procedures unless the storm changes direction.

Any storm containing lightning within 10 miles of the jobsite location, regardless of the direction of the storm, requires the site to shut down and place personnel under cover.

Work may not resume until 30 minutes after the thunderstorm passes (i.e., last sign of lightning).

a. Hurricanes and Tropical Storms

As tropical storms develop in the Atlantic Ocean or Gulf of Mexico, they will be monitored to determine their projected path.

The project will obtain needed supplies to prepare and secure the jobsite before and assist in cleaning up after the storm has passed. These items may include the following:

- Banding materials/cutters.
- Chainsaws, fuel, and PPE.
- Wet weather gear for personnel and PPE.
- Small tools to secure.
- Plastic sheeting to cover materials.

The Project Management Team is responsible for conformance to the requirements of this hurricane plan. When the National Oceanic and Atmospheric Administration National Hurricane Center (NHC) weather reports indicate that a tropical storm or hurricane threat exists that may affect the site, the project management team will ensure monitoring and preparatory measures outlined in this plan are implemented. All Superintendents will be briefed, by the Project Manager, or designee, on the current situation and what actions each should take to prepare the job site for hurricane or bad weather.

During hurricane season, once a tropical storm or hurricane enters the Gulf of Mexico and or the Atlantic Ocean, the National Hurricane Center (NHC), will be monitored for storm updates. Updates are provided daily at 5 a.m. EDT, 11 a.m. EDT, 5 p.m. EDT, and 11 p.m. EDT. The NHC is located on the Internet at www.nhc.noaa.gov. The Safety Department will monitor hurricane activities and communicate with Gorman Contracting Project Management.

b. Definitions

The following terms, as used by the NHC and National Weather Service, will be used throughout this section.

Severe Weather or Tornado Watch

Meteorological conditions in the areas described are favorable to the formation of severe thunderstorms with high winds (up to 40 mph) and or tornados.

Severe Weather or Tornado Warning

This condition is declared once surveillance means have shown that severe thunderstorms with high winds are occurring and/or a tornado has been sighted. The area for which this warning is issued is usually smaller than that for which this watch is declared and comprises the area where severe weather is occurring and the areas into which it is expected to move in the next 4 to 6 hours.

Tropical Storm

A weather disturbance with winds of 39 to 73 mph, rotating in a counterclockwise direction, accompanied by torrential rains and an area of low barometric pressure.

Hurricane

Same as tropical storm but the winds are over 74 mph and a well-defined low-pressure center, called the eye of the storm, is present.

Eye

The center of the storm where calm prevails with winds of no more than 20 to 30 mph and little or no rain.

Hurricane Advisory

This is an information release put out every 6 hours, usually at 12:00 both day and night, whenever a hurricane exists. These advisories are continually updated, and this information is issued in the form of HURRICANE BULLETINS, which are issued every three hours, day and night.

Hurricane Watch

This is a communication issued by NHC, issued whenever a hurricane is between 24 and 48 hours from and approaching the U.S. coast and comprises an area approximately 100 miles either side of the expected place where it could come inland. It also gives the size, maximum winds, direction, and speed of travel.

Hurricane Warning

This is a communication issued by NHC whenever a hurricane is between 12 and 24 hours from and approaching the U.S. coast and comprises an area approximately 50 mile either side of the expected place where the hurricane will strike coastal areas.

This warning also gives the expected time and location where the hurricane will strike the coast, as well as the size, maximum winds, direction, and the speed of travel. The warning may also describe where high water, floods or high waves can be expected.

Hurricane Season

The normal hurricane season is from June 1 to November 30 each year. Throughout this plan, the hurricane and storm season will refer to these dates.

SAFFIR-SIMPSON HURRICANE WIND SCALE		
CATEGORY	**SUSTAINED WINDS**	**TYPESOFDAMAGE DUE TO HURRICANE WINDS**
1	74-95 mph	**Very dangerous winds will produce some damage:** Well-constructed frame homes could have damage to roof, shingles, vinyl siding and gutters. Large branches of trees will snap, and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
2	96-110 mph	**Extremely dangerous winds will cause extensive damage:** Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3 (major)	111-129 mph	**Devastating damage will occur:** Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
4 (major)	130-156 mph	**Catastrophic damage will occur:** Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
5 (major)	157 mph or higher	**Catastrophic damage will occur:** A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

c. Pre-Hurricane and Hurricane Season Preparations

Pre-hurricane construction site preparations will begin on the first day of construction activities and will remain in effect until the construction activities are complete.

Management

- Management personnel shall coordinate with the Client on or about May 1 of each year.
- Management personnel will ensure adequate communication equipment is available for the hurricane season.
- Management personnel should ensure emergency phone numbers are updated.
- Management personnel should ensure adequate supplies for securing the construction site are sufficient, equipment designated for storm emergencies is in good working order and loose materials are always secure.
- Management personnel shall coordinate with the client during storm effort.
- Management personnel shall conduct emergency meetings when hurricane watch has been issued by NHC.
- Management personnel should evaluate whether visitors, vendors, deliveries may conduct their business or must leave the site. Site personnel should contact scheduled deliveries and postpone or delay until such time is appropriate.
- Management shall establish a Storm Damage Assessment Team, with the purpose of assessing storm damage after a hurricane or severe storm has passed the construction site. A contact person will be designated out of this team. After assessing damage, the team will determine the appropriate actions to take. The team will report findings to the Project Manager, who will determine when it as appropriate and safe for employees to resume work.

General Materials and Laydown

- Establish that, when materials are needed during construction activity, they will be untied and taken to the designated area(s) for fabrication or installation.
- Remaining materials, such as in laydown areas, will be re-secured with the appropriate methods within 72 hours. Management will identify which materials should be secured.
- Management shall ensure hazardous waste is stored in a secure area.
- Management shall ensure strict housekeeping.
- Management shall ensure fuel storage trucks are maintained in a secure area.

Tools and Equipment

Tools and equipment not stored in print shacks, gang boxes, or a field Connex must be returned to the tool room at the end of each shift.

Mobile Equipment

- Crane operators shall lower crane booms and prepare the crane appropriately for harsh weather.
- Mobile equipment will be parked in their designated locations.

d- Hurricane Alert System

A three-stage hurricane alert system will be utilized on Gorman Contracting projects. The alert system be activated based on information and communication gathered from NHC, National Weather Service, Client, and Overland Contracting Inc.

First Stage Potential Hurricane Alert (700 Mile – Tropical Storm/Hurricane Advisory Alert)

The degree of action is based on the distance, speed and severity of an approaching weather disturbance. This alert will be issued to the work force, when a tropical storm, a weather disturbance with winds of 39 to 73 mph, rotating in a counterclockwise direction, accompanied by torrential rains and an area of low barometric pressure has formed within the specified distance to the site. Additional precautions may be activated if a weather disturbance with winds greater than 73 mph, rotating in a counterclockwise direction, accompanied by torrential rains and an area of low barometric pressure and NHC has classified the storm as a hurricane form and is located within the specific distance to the site. The minimum distance will not be less than 700 miles from the site. If wind speeds at the jobsite exceed 20 mph sustained, site preparation will advance directly to the second stage.

The Safety Director will begin plotting location and direction of travel of the disturbance on the hurricane-tracking chart.

The Superintendents will check inventories of wire, rope, ground anchors, plywood, and other supplies and shall begin an intensive tie-down program and store materials, supplies and equipment.

Areas that require attention include portable toilets, small trailers/buildings, Connexus, and gang boxes, structure roofing, outside storage of chemical products, outside storage of flammable storage cabinets, welding covers (hooch's), compressed gas cylinders, ladders, cranes. All items of this nature shall be secured by, at least, but not limited to any approved device, fastened securely to a ground anchor or stake driven at least 30 inches into the ground. Structures in progress, which may require additional support against high winds should be evaluated at this time and/or activate an action plan to secure them. Roofing and shade structures should be constructed for easy disassembly or strengthened to withstand high winds when assembling them.

The Project Manager/ Superintendent will begin planning for employee release so that they may have adequate time for home preparation or evacuation.

Standby Equipment

Project Management will determine if it is necessary to have generators or water pumps on standby during the alert.

In the event generators and/or water pumps are rented and utilized, there should be adequate fuel for each for 3 to 4 days operation during hurricane season.

During an alert status, the fuel storage tanks should be always kept full.

Second Stage Hurricane Alert (Hurricane Watch Alert)

This alert will be issued when a tropical storm or hurricane is between 24 and 48 hours from and approaching U.S. coast and moving in a direction that can be reasonably expected to pass through or near the affected area, within 100 miles. If wind speeds exceed 25 mph sustained, preparation will advance directly to the third stage.

Superintendents

- Empty all trash and debris from trash bins and dumpsters, all trash bins must be covered.
- Band all shipping containers, dunnage lumber, etc., that are stored outside.
- Check operation of all portable generators and fuel supply for the generators.
- Loose equipment on-site will be removed or secured in place.
- Tie down all trailers, portable buildings, and porta-cans.
- Windows in buildings that house records, electronic equipment or other sensitive equipment should be boarded up.
- Obtain volunteer list for calling out before, during and after the storm.
- Issue a manpower schedule for before, during and after the storm using volunteers.
- Review employee release plan with Project Manager.

Third Stage Hurricane Alert (Hurricane Warning Alert)

This is a communication issued by NHC whenever a hurricane is between 12 and 24 hours from and approaching the U.S. coast and comprises an area approximately 50 miles either side of the expected place where the hurricane will strike coastal areas. This warning also gives the expected time and location where the hurricane will strike the coast, as well as the size, maximum winds, direction, and the speed of travel. The warning may also describe where high water, floods or high waves can be expected. This alert will be issued when it becomes necessary to secure the jobsite and evacuate. The Project Management Team will decide when the precautions should be taken. All site preparations listed above and below are expected to be completed before on-site wind speeds reach 40 mph sustained.

- Complete removal and/or tie-down of trash barrels and loose materials.
- Ensure all portable toilet facilities are secure or tied down.
- Ensure all portable fuel containers and tanks are secured or tied down.
- Place any stored hazardous waste containers from the outside storage area into designated Connex for storage.
- Tape all glass larger than 4 square feet.
- Completely securing all portable buildings and any other structures that are not anchored to a foundation.
- Check all emergency equipment (i.e., generators, water pumps) to assure availability and that it is in working order.
- Check storage of all high priority Company records to ensure against windblown water damage.
- Cover computers with plastic after disconnecting all power cords.
- Check to ensure that all construction equipment is stored in a safe location. Boom down all cranes or secure the load blocks to a permanent structure.
- Roll up all extension cords, welding leads and air hoses. Secure these in a building or Connex.
- Implement the employee release procedure.

Emergency Phone Numbers

Fire Department	911
Police Department	911
Ambulance	911

Employee Skillsets & Trades

Status 1 to 1

Emp#	Name	Zip	Work	Hire Date
1	Justin Gorman	32405	President	7/1/2009
2	Jacob Gorman	32411	Vice President	
11	Edward Kirkland	32466	Laborer	8/15/2014
38	Jared Gorman	32403	Estimator	7/1/2009
55	Melissa McLendon	32444	HR & Accounts Payable	12/16/2016
91	Kristine Bryant	32409	Vice President	10/23/2017
125	Patrick J Gorman	32401	Project Manager	8/11/2018
138	James D McClain	32405	Crew Leader	11/14/2018
140	Kadem B Reynolds	32408	Crane Operator	2/8/2020
141	Anthony T Turner	32405	Crew Leader	11/27/2018
142	John N Davis	32408	Pile Carpenter	9/20/2019
172	Jerry Smith	32405	Laborer	3/28/2024
179	Grayson M Simpkins	32401	Superintendent	1/8/2024
214	Devontey M Cain	32444	Laborer	11/27/2023
223	Josh P Acquistapace	32405	Crew Leader	9/30/2019
274	Howard W Baldwin	32462	Pile Carpenter	1/18/2021
277	Joseph R Snowden	32428	Pile Carpenter	2/2/2021
281	Trever G Cahill	32404	Laborer	2/11/2021
283	Jimmy Russ	32466	Crane Operator	3/8/2021
367	Scott A Randall	32404	Vice President	12/5/2022
379	Mariia Kirkland	32407	Controller	2/13/2023
394	Larry E Lewallen	32407	Mechanic	4/24/2023
444	Kelsey R Woldegeorges	32409	Accounting & Compliance Specialist	8/21/2023
468	David M Atcheson	32466	Laborer	10/17/2023
471	John R Carr	32404	Laborer	11/26/2024
500	James A Hance	32409	Crane Operator	2/20/2024
507	Jonathan H VerCrouse	32438	Laborer	3/8/2024
514	Ryan R Cain	32408	Laborer	5/6/2024
515	Joseph T Stewart	32404	Shop Manager	5/6/2024
517	Joel K Bennett	32456	Mechanic	6/24/2024
522	Emanuel D Rosario	32404	Concrete Work	8/15/2024
524	Frazier C Thompson	31072	Project Manager	8/21/2024
525	Dawson J Redd	32407	Project Engineer	8/26/2024
528	Julie A McEachin	32246	VP of Operations	8/26/2024
529	DeAngelia R Smedley	32408	Office Administrator	9/9/2024
532	Francisco J Ramirez	34340	Crew Leader	9/18/2024
535	Phillip B Walker	31054	Pile Carpenter	8/8/2025
540	Tito Santo	30427	Pile Carpenter	11/6/2024
541	Jerry Rodriguez	30427	Pile Carpenter	11/6/2024
542	Armando Salgado	30427	Pile Carpenter	11/6/2024
543	Norberto Andrade	30427	Crew Leader	11/6/2024
544	Rogelio Salazar III	30427	Pile Carpenter	11/6/2024
545	Arturo Mulero Aponte	29142	Pile Carpenter	11/18/2024
550	Addison E Gorman	32408	Office Administrator	1/22/2025
557	Henry G Canas Contreras	07087	Concrete Work	7/16/2025
558	Luis Felipe Rapalo Rivas	93905	Concrete Work	7/23/2025
559	Robert T Reep	32408	Pile Carpenter	7/28/2025
560	Thomas J Jolivette	32404	Pile Carpenter	7/28/2025
563	Daniel Garcia	31206	Concrete Work	8/8/2025
565	Jaquavius M Brown	31079	Pile Carpenter	8/8/2025
566	Brogden R Duffy	32226	Project Manager	8/18/2025
571	Lonnie Green	32405	Concrete Work	9/16/2025
572	Janiel Acevedo Llinas	29404	Pile Carpenter	9/18/2025
581	Stephen P Stairs	32421	CDL Driver	10/7/2025
583	Luis M Sanchez Guerra	32404	Concrete Work	10/15/2025

590	Otis L Pennywell	32407	Pile Carpenter	10/28/2025
591	Jeremy W Barrow	32433	Pile Carpenter	10/29/2025
592	Phillip H Bracewell	28613	Project Manager	11/3/2025
593	Jordan D Browning	40447	Pile Carpenter	11/5/2025
594	Rudolphe A Muller	33510	Safety Specialist	12/1/2025
595	Matthew Long	76085	Mechanic	12/1/2025
596	Phennis R Jennings	32336	Pile Carpenter	12/1/2025
597	Joshua A Hamm	32408	Estimator	1/5/2026
598	Miguel A Jarquin Bernudez	32703	Laborer	1/7/2026
599	Allen M Thomas	32347	Laborer	1/7/2026
600	Clay J Burns	32428	Superintendent	1/12/2026
601	Ronnie M Polk	32401	Laborer	1/12/2026
602	Kevin D Johnson	32428	Project Engineer	1/13/2026

EQUIPMENT DESCRIPTION	OWNED/RENTED
CRANES	
Cranes	Owned
2004 Tadano Crane- 60t	Owned
2004 Tadano 60 Crane- 60t	Owned
2008 Mantis- 45t	Owned
2007 Manitowoc 14000- 225t	Owned
2007 Manitowoc 10000- 100t	Owned
2006 LINK BELT 238H5- 150t	Owned
Tiger Crane for BA#15	Owned
2012 Tadano GR750 XL 2	Owned
EARTH MOVING	
2006 Komatsu PC200	Owned
Komatsu TEC PC240LC-11 w/ Vibro Hammer	Owned
2018 CAT 320GC	Owned
2023 Volvo ECR145EL	Owned
AMCO Knuckleboom Saw	Owned
2018 CAT 315 FLCR	Owned
2022 Caterpillar 302 05A	Owned
2019 Bobcat E45 Mini Excavator	Owned
Caterpillar 305 Excavator	Owned
Doosan DX 50-5 Mini Excavator	Owned
2017 Bobcat E50	Owned
Caterpillar 306	Owned
Caterpillar 308 Mini Excavator	Owned
2023 CAT 310 MINI EXCAVATOR	Owned
2010 Kubota L2800	Owned
CAT 259 Skid	Owned
CAT 259D	Owned
CAT 926M Loader	Owned
Bomag Roller/Compactor	Owned
Komatsu WA270 Wheeled Loader	Owned
HAMMERS	
ICE I-8 Hammer 731A	Owned
ICE I-8 Disel Pile Hammer w/26" Lead Guides	Owned
ICE I-8 Diesel Hammer 2	Owned
ICE I-12 Hammer w/ 64' of leads	Owned
Mantis 770 lbs Hammer	Owned
2017 Movax Hercules Hammer	Owned
Helmet for ICE Hammer 731A	Owned

BARGES	
150x54x8 Barge	Owned
20' Barge	Owned
30x12x3 Barge Worx Barge	Owned
25' Bargeworx Barge	Owned
36x14x3 Raked Bow steel Barge	Owned
30' Barge	Owned
48' Barge w/Crane & HPU & Outboards	Owned
48x12x4 Bargeworx	Owned
Grapple Barge	Owned
40x12x3 Hopper Barges	Owned
Modular Sectional Barge	Owned
Modular Sectional Barge	Owned
Modular Sectional Barge	Owned
Modular Sectional Barge	Owned
Pontoon	Owned
Pontoon	Owned
30' Aluminum Pontoon Solidcraft	Owned
24' Pontoon	Owned
BA #G188 Sectional Barge	Owned
BA #G260 Sectional Barge	Owned
BA #G183 Sectional Barge	Owned
BA #G223 Sectional Barge	Owned

TUGS AND WORKBOATS	
Tug Boat Hull 165 2023	Owned
JoJo 25.5' McCormick Push Boat	Owned
2023 LifetymeWork Boat	Owned
2023 LifetymeWork Boat	Owned
Carolina Skiff	Owned
Carolina Skiff 1989	Owned
Pathfinder	Owned
Scully Workboat	Owned

FORKLIFTS AND MANLIFTS	
2005 Daewoo Forklift	Owned
2016 JLG SkyTrack Lull- 8K	Owned
2017 JLG SkyTrack Lull- 6k	Owned
2017 JLG Lull-6036- 6k	Owned
2006 Forklift Variable Reach XRM1254- 12k	Owned

TRUCKS AND TRAILERS	
2015 Ford F350	Owned
2013 F150	Owned

2012 F350 XL	Owned
2011 F450	Owned
2015 F350	Owned
2012 F450	Owned
2016 F150	Owned
2012 F350	Owned
2014 F450	Owned
2016 F350	Owned
2017 F550	Owned
2017 F250	Owned
2017 F350	Owned
2018 F250	Owned
2020 F250	Owned
2019 F350	Owned
2021 Chevy Colorado	Owned
2021 F250	Owned
2018 Chevy Silverado	Owned
2022 Chevy Silverado 1500 LTD	Owned
2022 F350	Owned
2018 F250	Owned
Truck #34 2021 F150	Owned
2022 F150	Owned
2022 F150	Owned
2024 F250	Owned
2024 F250	Owned
2024 F250	Owned
2024 F250	Owned
2023 F150	Owned
2005 Peterbilt Heavy Haul Semi	Owned
2025 Peterbilt Heavy Haul Semi	Owned
Lowboy Trailer	Owned
2016 Freighliner	Owned
2012 Ford F350	Owned
2019 Ford F350 Flat 0755	Owned
2020 Ford F450 LDL4 White 5705	Owned
2022 Ford F350 SD Crew Cab	Owned
2022 F150	Owned
2022 F150	Owned
Econoline Trailer	Owned
Econoline Trailer	Owned
Rolls Rite	Owned
24' Trailer for Barge	Owned
2008 PJ Gooseneck Trailer	Owned
45' Gator Trailer	Owned

2016 HTMI Trailer	Owned
NEW BARGE TRAILER	Owned
CAT Trailer 7 Ton	Owned
CAT 7x18	Owned
Econoline Trailer	Owned
Dump Trailer	Owned
ELT Trailer #1	Owned
ELT Trailer #2	Owned
ELT Trailer	Owned
ScullyBoatTRL	Owned
Kaufman Trailer	Owned
2012 PJ Gooseneck Trailer	Owned

MISC	
EC700 Impulse Force Compactor Plate	Owned
Allied 500x Plate Compactor	Owned
Plate Compactor 1000C	Owned
Allied 500b Plate Compactor	Owned
Allied 1000b Plate Compactor	Owned
Foster Kubota Diesel HPU	Owned
DMW 450-5 Knuckle Boom	Owned
Stanley HP-1 Compact	Owned
Shipping Container 8x20	Owned
Shipping Container 8x20 #2	Owned
McCormick Conex Container	Owned
Allied HO-Pac 700B Compactor	Owned
523 - Allen Bridge Deck Finisher	Owned

TABULATION OF BIDS

BID NO: 26-029

TITLE: High Performance Marine Center of Excellence Dock Complex

Submittals Due:	R. J. GORMAN	H. G. HARDERS	SOULE	FLORIDA	LOFTIS	THE GREEN-	SOUTHERN
04/30/26, 2:30 P.M.	CONTRACTING, LLC	& SON, INC.	CONST. LLC	SEAWALL SOLUTIONS	MARINE, LLC	SIMMONS CO., INC.	ROAD & BRIDGE, LLC
Department:							
Port	Panama City, FL	Panama City, FL	Pensacola, FL	High Springs, FL	Pensacola, FL	Pensacola, FL	Palm Harbor, FL
Base Bid - Phase 1	$3,980,432.27	$4,147,543.00	$4,325,538.00	$4,580,000.00	$4,863,800.00	$5,823,902.00	$6,250,000.00

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Department:							
Port	Panama City, FL	Panama City, FL	Pensacola, FL	High Springs, FL	Pensacola, FL	Pensacola, FL	Palm Harbor, FL
Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Proposal page	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Qty Sheets (rev A6)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
State Anti-coercion	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Debarment 01	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Debarment 02	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Erosion	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Drugfree	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CwtC 01	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CwtC 02	Yes	Yes	Yes	Yes	Yes	Yes	Yes
A1	Yes	Yes	Yes	Yes	Yes	Yes	Yes
A2	Yes	Yes	Yes	Yes	Yes	Yes	Yes
A3	Yes	Yes	Yes	Yes	Yes	Yes	Yes
A4	Yes	Yes	Yes	Yes	Yes	Yes	Yes
A5	Yes	Yes	Yes	Yes	Yes	Yes	Yes
A6	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Required Docs Forn	Yes	Yes	Yes	Yes	Yes	Yes	Yes
			DEPT TO VERIFY GC OR UUC LICENSE VALIDITY				
Dept- FL GC or UU(	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Addendum Date: March 20, 2026

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

BID NO. 26-029
HIGH PERFORMANCE MARINE CENTER OF EXCELLENCE DOCK COMPLEX

The following items take precedence over the documents for the items named items. 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. The project's Quantity Sheet is included in this addendum.

2. The Insurance and Indemnification section has been revised and is included in this addendum. Replace the original I&I language (Project Manual pages 18-20) in its entirety.

3. The project's Technical Specifications have been included in this addendum.

4. The project's Plans have been uploaded to accompany this addendum.

5. **COMMENCEMENT & COMPLETION**
The bidder further proposes and agrees hereby to commence the work with an adequate force and equipment within (10) consecutive calendar days after being notified by the City of Pensacola to do so; and to complete the work and testing within **180** days after the commencement date set by the City of Pensacola and to pay as delay day penalty the sum of $500 for each and every calendar day used for the completion of the work in excess of that heretofore stated.

6. **Any reference in any of the project documentation to the City paying for material testing shall be disregarded.**

ADDENDUM 1

QUANTITY SHEET BID NO. 26-029
PORT OF PENSACOLA
HIGH PERFORMANCE MARINE CENTER OF EXCELLENCE DOCK COMPLEX
LANDSIDE ACTIVITIES

COMPANY NAME:_____

SCHEDULE OF PRICES (BASE BID)		
ITEM	**DESCRIPTION**	**AMOUNT**
	PHASE 1	
1	Mobilization/Demobilization	
2	Construction of concrete pavement to include all required grading, subgrade preparation, and base material, and material testing	
3	Construction of crane pad to include all required earthwork, material testing, reinforcing steel, sheet piling, concrete, and precast piles	
4	Project Contingency (contractors should calculate at least 5%)	
Note: All other work not specifically listed above but necessary to complete the Phase 1 work as shown in the plans and specifications will not be paid for separately and shall be included in the provided bid items.		

TOTAL BID: $_____
(This amount must equal items 1-4 above)

FAILURE TO INCLUDE THIS FORM IN SUBMITTAL MAY DISQUALIFY THE BID.

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 to the limits specified.

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

The term FDOT as used in this section of the contract is defined to mean the State of Florida Department of Transportation, including the Department's officers and employees.

With regard to the Contractor's obligation for products and completed operations, the Contractor shall be responsible for providing and maintaining insurance and contractual agreements for a minimum period of at least three (3) years subsequent to the City's acceptance of the Product or Completed Operation.

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

WORKER'S COMPENSATION

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **$100,000** each person -accident, **$100,000** each person - disease, **$500,000** aggregate - disease. Coverage must be provided for the United States Longshore and Harbor Workers Compensation Act (USL&H)

COMMERCIAL GENERAL, AUTOMOBILE, POLLUTION AND UMBRELLA LIABILITY COVERAGES

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The CITY and FDOT shall be an Additional Insured on all coverages except workers' compensation and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The CITY and FDOT shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of **$1,000,000** per occurrence and **$5,000,000** aggregate, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the

policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits of $1,000,000 per occurrence and $5,000,000 aggregate, reinstated under the policy.

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

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

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

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

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the CITY and FDOT shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The CITY and FDOT shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the CITY, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the CITY an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the CITY an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the CITY shall file with the CITY and FDOT Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the CITY, the Contractor shall, upon instructions of the CITY, cease all operations under the Contract until directed by the CITY, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521.
A separate certificate of insurance with "Certificate Holder" address should read: Florida Department of Transportation, Office of Comptroller, MS 24, 605 Suwannee Street, Tallahassee, FL 32399-0405.

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

HOLD HARMLESS

To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the CITY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor.

The foregoing indemnification shall not constitute a waiver of the Department's or CITY's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the CITY for the negligent acts or omissions of the CITY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this agreement.

PAY ON BEHALF OF THE CITY

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

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TABLE OF CONTENTS IS FOR CONVENIENCE ONLY AND IS NOT A PART OF THE CONTRACT DOCUMENT. SECTION NUMBERS ARE IN SEQUENCE BUT NOT NECESSARILY CONSECUTIVE. ACCURACY AND COMPLETENESS OF TABLE OF CONTENTS IS NOT GUARANTEED.

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SECTION: 01 60 00 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

RELATED DOCUMENTS
Drawings and general provision of Contract, including General and Supplementary Conditions and other Division-1 Specifications Sections, apply to this Section.

SUMMARY
This Section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

Administrative procedures for handling request for substitutions made after award of the Contract are included under Section "Product Substitutions."

SUBMITTALS
Product List Schedule: Prepare a schedule showing products specified in a tabular form acceptable to the Architect. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.

Coordinate the product list schedule with the contractor's Construction Schedule and the Schedule of Submittals.

Completed Schedule: Within 60 days after date of commencement of the Work, submit 3 copies of the completed product list schedule. Provide a written explanation for omissions of data, and for known variations from Contract requirements. An electronic version of the submittal is acceptable.

Architect's Action: The Architect will respond in writing to the Contractor within 3 weeks of receipt of the completed product list schedule. No response within this time period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Architect's response will include a list of unacceptable product selections.

QUALITY ASSURANCE
Source Limitations: To the fullest extent possible, provide products of the same kind, from a sole source.

When specified products are available only from sources that do not or cannot produce a quantity adequate to complete project requirements in a timely manner, consult with the Architect for a determination of the most important product qualities before proceeding. Qualities may include attributes relating to visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources that produce products that possess these qualities, to the fullest extent possible.

Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project, that product selected shall be compatible with products previously selected.

PRODUCT DELIVERY, STORAGE, AND HANDLING

Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.

Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.

Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.

Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within the range required by manufacturer's instructions.

PART 2 - PRODUCTS

General Product Requirements: Provide products that comply with the Contract Documents, which are undamaged and, unless otherwise indicated, unused at the time of installation.

Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulation. Procedures governing product selection include the following:

Proprietary Specification Requirements: Where only a sole product or manufacturer is named, provide the product indicated. No substitutions will be permitted.

Semi proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.

Where products or manufacturers are specified by name, accompanied by the term "or equal," or "or approved equal" comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

Non-Proprietary Specifications: When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contractor Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

Descriptive Specification Requirements: Where Specification describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.

Performance Specification Requirements: Where Specification require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.

Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.

Compliance with Standards, Codes and Regulations: Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standard, codes or regulations specified.

END OF SECTION

SECTION: 01 62 00 - PRODUCT SUBSTITUTION

PART 1 - GENERAL

RELATED DOCUMENTS
Drawings and general provision of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY
This section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals."

DEFINITIONS
Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.

Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:

Substitutions are considered as included in the Contract Documents and are not subject to requirements specified in the Section for substitutions.

Specified options of products and construction methods included in Contract Documents.

SUBMITTALS
Substitution Request Submittal: Requests for substitution will be considered if received within 60 days after commencement of the Work. Requests received more than 60 days after the accepted Contract Price may be considered or rejected at the discretion of the Architect.

Submit an electronic copy of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.

Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

Product Data, including Drawings and descriptions of products, fabrication and installation procedures and samples, where applicable or requested.

A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance, and visual effect.

Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, which will become necessary to accommodate the proposed substitution.

A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.

Cost information, including a proposal of the net change, if any to the Contract Sum.

Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time, which may subsequently become necessary because of the failure of the substitution to perform adequately.

Architects Action: Within 10 days of receipt of the request for substitution, the Architect will request additional information or documentation necessary for evaluation of the request. Within 3 weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Architect will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on the use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name.

PART 2 - PRODUCTS

SUBSTITUTIONS

Conditions: The Contractors substitution request will be received and considered by the Architect when extensive revisions to Contract Documents are not required, proposed changes are in keeping with the general intent of Contract Documents, the request is timely, fully documented and properly submitted, and when one or more of the following conditions are satisfied, as determined by the Architect, otherwise requests will be returned without action except to record noncompliance with these requirements.

The request is related to an "or equal" clause of similar language in the Contract Documents.

The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.

The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

A substantial advantage is offered to the Owner, in term of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional

compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar consideration.

The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.

The specified product or method of construction cannot be coordinated with other materials, and the Contractor certifies that the proposed substitution can be coordinated.

The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.

The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION: 01 70 00 - PROJECT CLOSEOUT

PART 1 - GENERAL

RELATED DOCUMENTS
Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY
This Section specifies administrative and procedural requirements for project closeout, including but not limited to:

Inspection procedures.
Project record document submittal.
Operating and maintenance manual submittal.
Submittal of warranties.
Final cleaning.
Owner Instruction.

SUBSTANTIAL COMPLETION
Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following:

In the Application for Payment at Substantial Completion, show 100 percent completion for the portion of the Work claimed as substantially complete.

If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

Advise Owner of pending insurance changeover requirements.

Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.

Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates, and similar releases.

Submit as built drawings, record drawings, maintenance manuals, final project photographs, damage or settlement survey, and similar final record information.

Deliver tools, spare parts, extra stock, and similar items.

Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
Complete start-up testing of systems, and instruction of the Owner's operating and

maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

The Architect will repeat inspection when requested and assured that the Work has been substantially completed.

Results of the completed inspection will form the basis of requirements for final acceptance.

FINAL ACCEPTANCE

Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following:

Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operation where required.

Submit an updated final statement, accounting for final additional changes to the Contract Sum.

Submit a certified copy of the Architect's final inspection punch list of items to be completed or corrected. The Contractor will annotate the list, stating that each item has been completed or otherwise resolved for acceptance. The list shall be endorsed and dated by the Architect.

Submit consent of surety to final payment (AIA Form G707)

Submit a final liquidated damages settlement statement.

Submit evidence of final, continuing insurance coverage complying with insurance requirements.

Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, have been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.

Upon completion of reinspection, the Architect will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. If necessary, reinspection will be repeated.

Payment for the cost of services from the Architect for reinspection beyond one (1) at each substantial completion phase and one (1) at Final Inspection will be the responsibility of the Contractor.

RECORD DOCUMENT SUBMITTALS

General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.

Record Drawings: Maintain a clean, undamaged set of black line white prints of Contract Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing condition fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to the concealed elements that would be difficult to measure and record at a later date.

Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.

Mark added information that is important to the Owner but was not shown on Contract Drawings of Shop Drawings.

Note related Change Order numbers where applicable.

Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, date, and other identification on the cover of each set.

As Built Drawing: The contractor shall engage a competent draftsperson to prepare as-built drawings using information from the record drawings. Draft modifications to the Project on correctable, reproducible prints of the original drawing. Provide the Owner with all corrected and unmodified sheets to comprise a complete set of reproducible, and one printed copy of these documents - bound. Reproducible copies of the original drawings may be obtained from the Architect at reproduction cost.

Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.

Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.

Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to

show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.

Upon completion of mark-up, submit complete set of record Product Data to the Architect for the Owner's records.

Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records, and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the Owner's records.

Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with picket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

Emergency instructions.
Spare parts list.
Copies of warranties.
Wiring diagrams.
Recommended "turn around" cycles.
Inspection procedures.
Shop Drawings and Product Data.
Fixture lamping schedule.

PART 2 - EXECUTION

CLOSEOUT PROCEDURES

Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:

As Built Drawings.
Record documents.
Maintenance manuals.
Spare parts and materials.
Tools.
Lubricants.
Fuels,
Identification systems.
Control sequences.

Hazards.
Cleaning.
Warranties and bonds.
Maintenance agreements and similar continuing commitments.

As part of instructions for operating equipment, demonstrate the following procedures:
Start-up.
Shutdown.
Emergency operations.
Noise and vibration adjustments.
Safety procedures.
Economy and efficiency adjustments.
Effective energy utilization.

FINAL CLEANING

General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".

Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.

Remove labels that are not permanent labels.

Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.

Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean, remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

Pest Control: Engage an experienced exterminator to make a final inspection, and rid the project of rodents, insect, and other pests.

Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of them in a lawful manner.

Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION

SECTION: 01 71 23 - FIELD ENGINEERING

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY

General: This Section specifies administrative and procedural requirements for field engineering services, including, but not necessarily limited to the following:

Land survey Work.
Civil engineering services.
Structural engineering services.

SUBMITTALS

Certificates: Submit a certificate signed by the Land Surveyor or Professional Engineer certifying that the location and elevation of improvements comply with the Contract Documents.

Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of Sections "Submittals" and "Project Closeout".

QUALITY ASSURANCE

Surveyor: Engage a Registered Land Surveyor registered in the State where the project is located, to perform land-surveying services required.

Engineer: Engage a Professional Engineer of the discipline required; registered in the state in which the Project is located, to perform required engineering services.

PART 2 - EXECUTION

EXAMINATION

Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks before proceeding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.

Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grade or locations. Promptly replace lost or destroyed project control points. Base replacements on the original survey control points.

Existing utilities and equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verity the existence and location of underground utilities and other construction.

Prior to construction, verify the location and invert elevation at points of connection of

sanitary sewer, storm sewer and water service piping.

PERFORMANCE

Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimension.

Advise entities engaged in construction activities, of marked lines and levels provided for their use.

As construction proceeds, check every major element for line, level and plumb.

Surveyor's Log: Maintain a surveyor's log of control and other survey Work. Make this lob available for reference.

Record deviation from required lines and levels and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.

Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.

Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels and control lines and levels required for mechanical and electrical Work.

Existing Utilities: Furnish information necessary to adjust, move or relocate existing structures, utility poles, line, services, or other appurtenances located in, or affect by construction. Coordinate with local authorities having jurisdiction.

END OF SECTION

SECTION: 01 80 00 - WARRANTIES AND BONDS

PART 1 - GENERAL

RELATED DOCUMENTS
Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specifications Sections, apply to this Section.

SUMMARY
This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.

General closeout requirements are included in Section "Project Closeout".

Specific requirements for warranties for the Work and products and installations that are specified to be warranted are included in the individual Section of Divisions 2 through 50.

Certifications and other commitments and agreements for continuing services to the Owner are specified elsewhere in the Contract Documents.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

WARRANTY REQUIREMENTS
Related Damages and Losses: When correcting warranted Work that has failed, remove, and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that Work covered by a warranty has failed, replace, or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and

shall not limit the duties, obligations, rights, and remedies otherwise available under the law, not shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with the requirements of the Contract Documents.

The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

SUBMITTALS

Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Final Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect. Warranties are to be for one year from the date of final completion unless specifically accepted in writing.

Form of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual and bind in a durable 3 ring loose leaf binder.

END OF SECTION

SECTION: 02 30 00 - SUBSURFACE INVESTIGATION

PART 1 GENERAL

1.01 RELATED DOCUMENTS:

The General Provision of the Contract, including bidding conditions and contractual conditions, applies to the work specified in this section.

1.02 SCOPE:

The geo-technical exploration, boring log and recommendation of the Soil Engineer is made a part of this specification.

TIERRA

REPORT OF GEOTECHNICAL EXPLORATION

American Magic – Port of Pensacola
Phase I
Pensacola, Florida

Tierra Project No. 4511-23-051

Prepared for:

Muller & Muller, Ltd.
700 N. Sangamon Street
Chicago, Illinois 60642
Attn: Mr. Ed Frankowski, AIA

Prepared by:

Tierra, Inc.
175 South A Street
Pensacola, Florida 32502

August 29, 2024

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TIERRA

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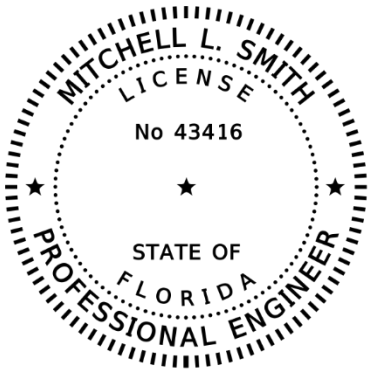
Subject: American Magic – Port of Pensacola
Phase I
Pensacola, Florida
Tierra Project No. 4511-23-051

Mr. Frankowski:

Thank you for choosing Tierra, Inc. (Tierra) as your Geotechnical consultant. Per your authorization, we have completed the Geotechnical exploration for the subject project. The results of the study are discussed in this report.

Should you have any questions regarding the enclosed report or the project in general, please do not hesitate to contact us at (850) 462-8774.

Sincerely,
TIERRA, INC.



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ON THE DATE ADJACENT TO THE SEAL

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1.0 PROJECT INFORMATION

1.1 Project Authorization

Authorization to proceed on this project was issued by Ms. Catherine Muller, President, Muller & Muller, Ltd. (Muller & Muller). A formal contract has been executed between Tierra, Inc. (Tierra) and Muller & Muller for these services.

1.2 Project Description

Phase I of the project consists of remodeling Building 10 which will serve as the headquarters for the American Magic team. The remodel consists of modifications to the east wall of the building and the construction of a mezzanine inside the building. The finished floor elevation of the building will remain at the current elevation of approximately +6.9 feet NAVD88.

The column loads along the east wall of the building include 30 kips of dead load, 15 kips of live load, and 50 kips (down) of wind load. The footings supporting the columns will measure 8 feet square and will bear 5 feet to 5 ½ feet below the finished floor elevation of +6.9 feet, or near elevation +1.5 feet. The column loads for the mezzanine include 40 kips of dead load and 40 kips of live load. The footings supporting these columns will measure 7 feet square and will bear 3 feet below the finished floor elevation of +6.9 feet, or near elevation +4 feet.

If any of the project information noted above is incorrect or has changed, please inform Tierra so that we may amend the recommendations presented in this report, if necessary.

1.3 Purpose and Scope of Services

The purpose of this exploration was to evaluate the subsurface conditions present in the subject areas and to render site preparation and foundation recommendations for the proposed project.

The exploration consisted of three (3) 81-foot deep Standard Penetration Test (SPT) borings; laboratory soil testing including water content tests, wash #200 sieve tests, and Atterberg Limit tests; and a site visit, visual classification of the soil samples, and analysis by our engineering staff.

The scope of services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous/toxic materials in the air, surface water(s), soil, or groundwater on or in the vicinity of the subject site. Any statements in this report or on the Soil Profiles regarding odors, stains, or unusual/suspicious conditions are strictly for the information of the client.

2.0 SITE AND SUBSURFACE CONDITIONS

2.1 Site Location and Description

Building 10 is located in the central portion of the Port of Pensacola, Florida. The general location is shown on the Boring Location Plan (Sheet 1, Appendix A).

At the time of this study, the skin of the steel framed building had been removed to expose the steel frame. The area east of the building, where the access path from the building to the dock, was and has been used for years as a storage area for rock aggregate.

The building had a finished floor elevation of +6.9 feet. Based on the topographic survey provided, site grades outside and east of the building ranged from +5 feet to +10 feet .

2.2 Subsurface Conditions

The Boring Location Plan and the Soil Profiles of the borings drilled for this study are attached in Appendix A. The borings were field located using a Garmin GPSMap 66ST Global Positioning System (GPS) unit with a reported accuracy of ±1 meter. Therefore, the boring locations should be considered approximate. The subsurface conditions encountered are discussed in general terms below.

The borings generally encountered very loose to loose sand and silty sand from the ground surface to a depth of approximately 25 feet to 30 feet below existing grade underlain by soft to stiff clay to roughly 60 feet where dense to very dense sands and silty sands were present to the bottom of the maximum 81 foot deep borings. Note that limerock aggregate was encountered in two of the borings (BB-1 and BB-3) to depths of approximately 6 inches to 4 feet below existing grade.

The above subsurface description is of a generalized nature provided to highlight the major soil strata encountered. The Soil Profiles should be reviewed for specific subsurface conditions at each boring location. The stratification shown on the Soil Profiles represents the subsurface conditions at the actual boring locations only, and variations in the subsurface conditions can and may occur between boring locations and should therefore be expected. The stratification represents the approximate boundary between subsurface materials, and the transitions between strata may be gradual.

2.3 Groundwater Conditions

Groundwater was encountered roughly 2 feet to 5 feet below grade (or at approximately elevation +3 to +4 feet NAVD 88) at the time of drilling, which was during a period of above-normal rainfall (approximately 6 inches above normal the trailing 3 months prior to drilling). Groundwater levels will fluctuate with rainfall and tides and could vary several feet during typical seasonal fluctuations. Larger fluctuations are possible under severe weather conditions. Estimated "normal" seasonal high groundwater elevations are shown on the Soil Profiles (Appendix A).

2.4 Laboratory Soil Testing

Laboratory soil testing consisted of water content tests, wash #200 sieve tests, and Atterberg Limit tests. The results of the water content, wash #200 sieve, and Atterberg Limit tests can be found on the Soil Profiles opposite the samples tested.

3.0 EVALUATION AND RECOMMENDATIONS

Based on the structural loading conditions provided and the subsurface conditions encountered in the borings, shallow foundations can be utilized to support the proposed mezzanine and end wall column footings. Settlement calculations using the column loads and the footing details yielded total settlements of approximately ½ inch to 1 inch, which is within commonly accepted tolerances.

The soils immediately beneath and to a mind depth of 12 inches below the footings should be compacted to a minimum soil density of 98% of the Modified Proctor test (ASTM D1557).

Note that groundwater was encountered at elevations ranging from +3 feet to +5 feet at the time of drilling. Therefore, dewatering will be required to construct the footings. The dewatering system should be designed to lower and maintain the groundwater table as need to compact the foundation soils and to maintain a dry and hydrostatic free condition until such time that it is safe to remove the system from operation without fear of water intrusion into the concrete and uplift instability of the footing.

4.0 REPORT LIMITATIONS

The recommendations submitted are based on the available soil information obtained by Tierra, Inc. and design details furnished by Muller & Muller for the subject project. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, Tierra should be notified immediately to determine if changes in the foundation, or other, recommendations are required. If Tierra is not retained to perform these functions, we cannot be responsible for the impact of such conditions on the performance of the project.

The findings, recommendations, specifications, and professional advice contained herein have been made in accordance with generally accepted professional Geotechnical engineering practices in the local area.

After the plans and specifications are more complete, the Geotechnical engineer should be provided the opportunity to review the final design plans and specifications to assure our engineering recommendations have been properly incorporated into the design documents. At that time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of Muller & Muller for the specific application to the subject project.

APPENDIX A

Boring Location Plan

Soil Profiles



NOTE: BASE MAP PROVIDED BY BASKERVILLE-DONOVAN, INC.

BORING LOCATION PLAN

0 100'

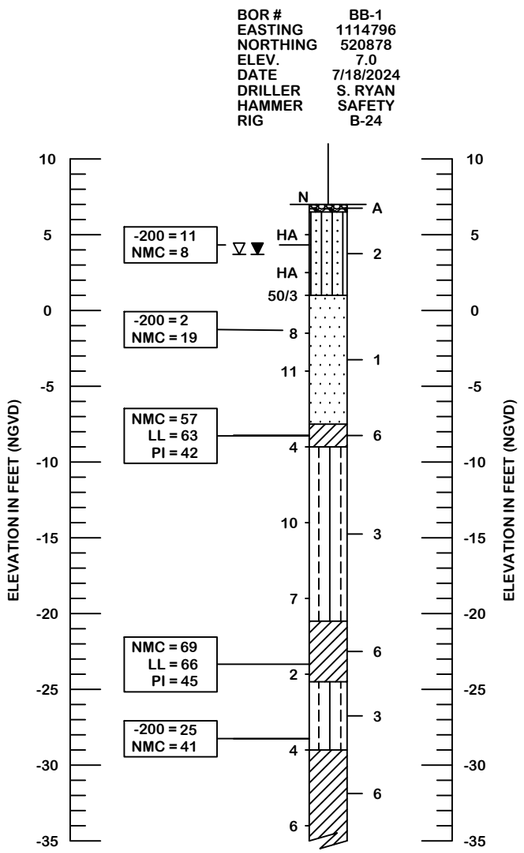
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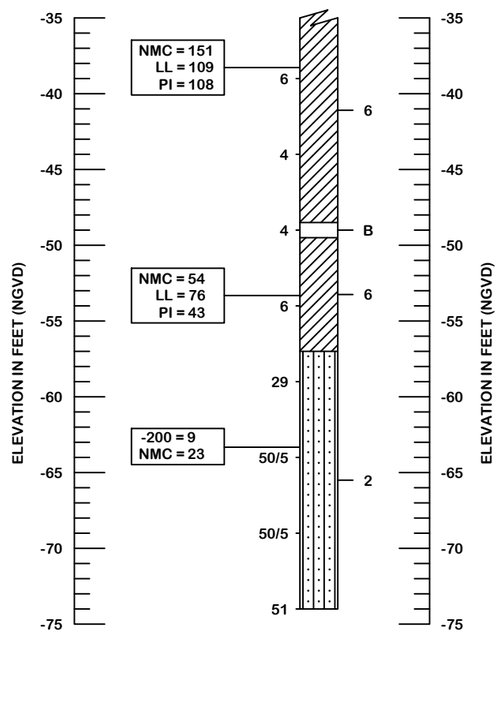
LEGEND

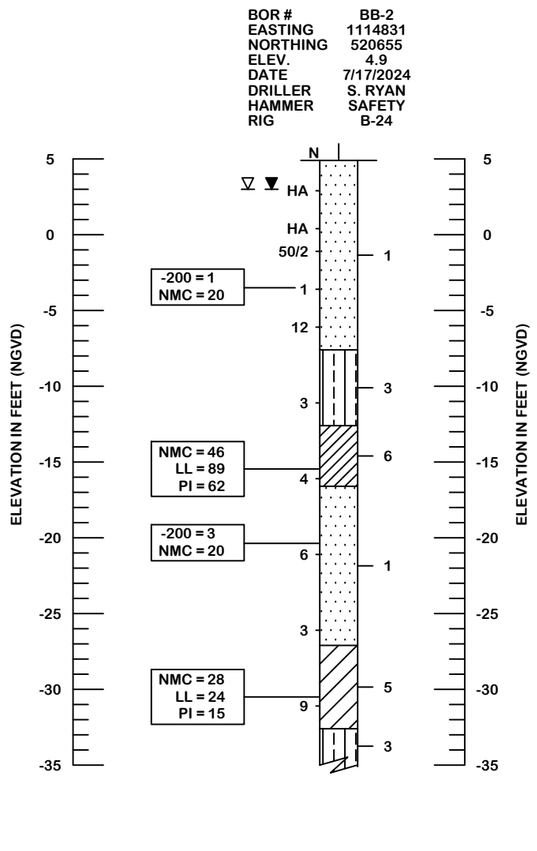
APPROXIMATE LOCATION OF SPT BORING

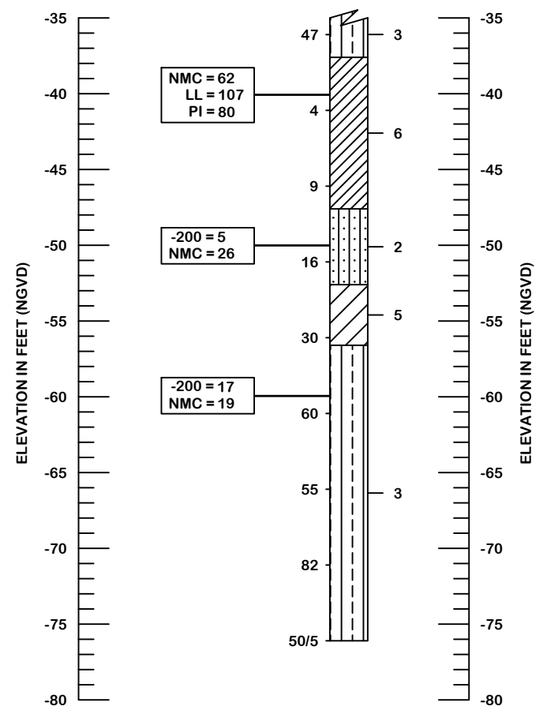
PHASE 1

DRAWN BY: SW CHECKED BY: MMC	APPROVED BY: MLS DATE: AUG 2024	ENGINEER OF RECORD: MITCHELL L. SMITH, P.E. FLORIDA LICENSE NO.: 43416	TIERRA 175 South A Street Pensacola, Florida 32502 Phone: 850-462-8774 Fax: 850-462-8784	SCALE: NOTED	PROJECT NUMBER: 4511-23-051	GEOTECHNICAL ENGINEERING SERVICES AMERICAN MAGIC PORT OF PENSACOLA ESCAMBIA COUNTY, FLORIDA	SHEET 1









LEGEND

1	GRAY, BROWN, WHITE SAND (SP)	5	GRAY CLAY (CL)
2	GRAY, BROWN SLIGHTLY SILTY SAND (SP-SM)	6	DARK GRAY, GREEN CLAY (CH)
3	GRAY, BROWN, ORANGE SILTY SAND (SM)	A	GRAVEL
4	GRAY, BROWN, ORANGE CLAYEY SAND (SC)	B	WOOD

▼ GROUNDWATER LEVEL ENCOUNTERED DURING INVESTIGATION

▽ ESTIMATED SEASONAL HIGH GROUNDWATER TABLE

SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW
50/4	NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION
HA	HAND AUGERED TO VERIFY UTILITY CLEARANCES
-200	PERCENT PASSING #200 SIEVE
NMC	NATURAL MOISTURE CONTENT (%)
LL	LIQUID LIMIT (%)
PI	PLASTICITY INDEX (%)

N	SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED)
EASTING	EASTING COORDINATE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, N.A.D. 83 DETERMINED USING HAND-HELD GARMIN GPS MAP 64 ST GPS GLOBAL POSITIONING SYSTEM WITH A REPORTED ACCURACY OF +/- 1 METER.
NORTHING	NORTHING COORDINATE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, N.A.D. 83 DETERMINED USING HAND-HELD GARMIN EGARMIN GPS MAP 64 ST GPS GLOBAL POSITIONING SYSTEM WITH A REPORTED ACCURACY OF +/- 1 METER.

SAFETY HAMMER	
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4
LOOSE	4 TO 10
MEDIUM	10 TO 30
DENSE	30 TO 50
VERY DENSE	GREATER THAN 50
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2
SOFT	2 TO 4
FIRM	4 TO 8
STIFF	8 TO 15
VERY STIFF	15 TO 30
HARD	GREATER THAN 30

PHASE 1

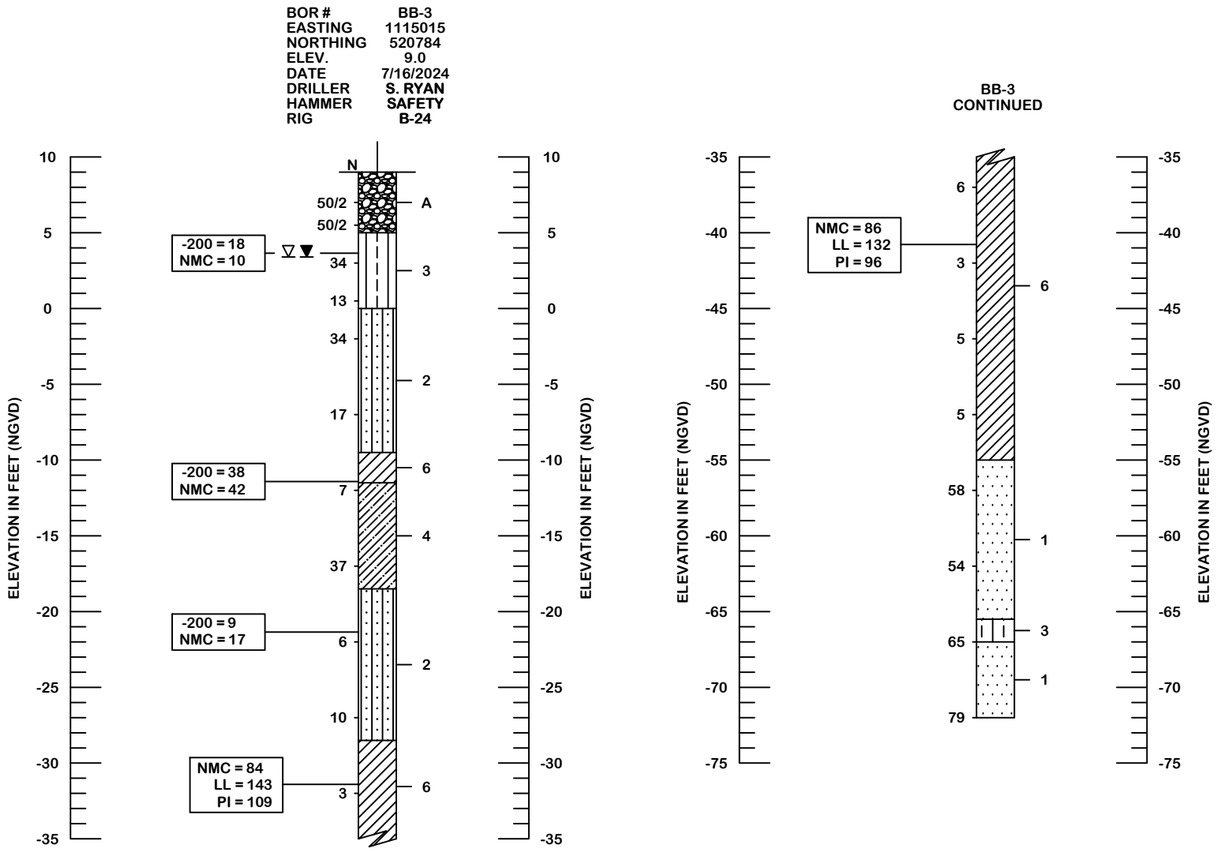
DRAWN BY: SW
CHECKED BY: MMC
APPROVED BY: MLS
DATE: AUG 2024
ENGINEER OF RECORD: MITCHELL L. SMITH, P.E.
FLORIDA LICENSE NO.: 43416

TIERRA
175 South A Street
Pensacola, Florida 32502
Phone: 850-462-8774 Fax: 850-462-8784

SCALE: NOTED
PROJECT NUMBER: 4511-23-051

GEOTECHNICAL ENGINEERING SERVICES
AMERICAN MAGIC PORT OF PENSACOLA
ESCAMBIA COUNTY, FLORIDA

SHEET 2



LEGEND

1	GRAY, BROWN, WHITE SAND (SP)	5	GRAY CLAY (CL)
2	GRAY, BROWN SLIGHTLY SILTY SAND (SP-SM)	6	DARK GRAY, GREEN CLAY (CH)
3	GRAY, BROWN, ORANGE SILTY SAND (SM)	A	GRAVEL
4	GRAY, BROWN, ORANGE CLAYEY SAND (SC)		B - WOOD
		▼	GROUNDWATER LEVEL ENCOUNTERED DURING INVESTIGATION
		▽	ESTIMATED SEASONAL HIGH GROUNDWATER TABLE

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STIFF	8 TO 15
VERY STIFF	15 TO 30
HARD	GREATER THAN 30

PHASE 1

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APPROVED BY: MLS
DATE: AUG 2024
ENGINEER OF RECORD: MITCHELL L. SMITH, P.E.
FLORIDA LICENSE NO.: 43416

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SCALE: NOTED
PROJECT NUMBER: 4511-23-051

GEOTECHNICAL ENGINEERING SERVICES
AMERICAN MAGIC PORT OF PENSACOLA
ESCAMBIA COUNTY, FLORIDA

SHEET 3

TIERRA

REPORT OF GEOTECHNICAL EXPLORATION

American Magic – Port of Pensacola
Phase II Design
Pensacola, Florida

Tierra Project No. 4511-23-051

Prepared for:

Muller & Muller, Ltd.
700 N. Sangamon Street
Chicago, Illinois 60642
Attn: Mr. Ed Frankowski, AIA

Prepared by:

Tierra, Inc.
175 South A Street
Pensacola, Florida 32502

January 10, 2025

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TIERRA

January 10, 2025

Muller & Muller, Ltd.
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Chicago, Illinois 60642
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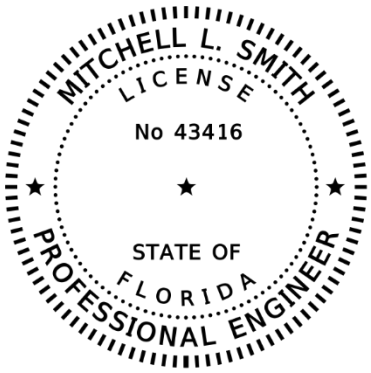
Subject: American Magic – Port of Pensacola
Phase II Design
Pensacola, Florida
Tierra Project No. 4511-23-051

Mr. Frankowski:

Thank you for choosing Tierra, Inc. (Tierra) as your Geotechnical consultant. Per your authorization, we have completed the Phase II Geotechnical exploration for the subject project. The results of the study are discussed in this report.

Should you have any questions regarding the enclosed report or the project in general, please do not hesitate to contact us at (850) 462-8774.

Sincerely,
TIERRA, INC.



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APPENDIX A

Boring Location Plan
Soil Profiles
Table 1 – Summary of Laboratory Test Results

APPENDIX B

Geotechnical Soil Parameters for Lateral Pile Analysis
Table 2 – Geotechnical Design Parameters for Steel Sheetpile Walls

1.0 PROJECT INFORMATION

1.1 Project Authorization

Authorization to proceed on this project was issued by Ms. Catherine Muller, President, Muller & Muller, Ltd. (Muller & Muller). A formal contract has been executed between Tierra, Inc. (Tierra) and Muller & Muller for these services.

1.2 Project Description

Phase II of the project includes a berth with anchored steel sheetpile bulkheads, a steel sheetpile breakwater south and east of the berth, and a new channel on the east side of the Port of Pensacola leading from the berth to the Federal Channel located south of the Port.

The berth and the channel leading from the berth to the Federal Channel will be dredged to EL -20 feet. The berth will have anchored steel sheetpiles.

The steel sheetpile breakwater will be anchored laterally by steel H-Piles. Based on conversations with the structural engineer, 12x89 H-Piles are anticipated as they have been used on similar projects in the area. Rip rap will be placed on the seaward side of the sheetpiles for scour protection.

If any of the project information noted above is incorrect or has changed, please inform Tierra so that we may amend the recommendations presented in this report, if necessary.

1.3 Purpose and Scope of Services

The purpose of this exploration was to evaluate the subsurface conditions present in the subject areas and to provide Geotechnical design parameters to support design of the steel sheetpile bulkheads and breakwater structures, and mechanical characterization of the proposed dredge materials from the proposed channel. Note that the channel borings were sampled with decontaminated soil samplers so that split samples could be collected to allow the design team to perform chemical analyses on the proposed dredge spoils as required for permitting. The soil samples were collected, placed in sample jars provided by Baskerville-Donovan, Inc. (BDI), and then placed in coolers for daily collection by BDI.

The exploration consisted of nine (9) 15-foot to 75-foot deep Standard Penetration Test (SPT) borings; laboratory soil testing including water content tests, wash #200 sieve tests, grainsize

analysis tests, and Atterberg Limit tests; and a site visit, visual classification of the soil samples, and analysis by our engineering staff.

The scope of services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous/toxic materials in the air, surface water(s), soil, or groundwater on or in the vicinity of the subject site. Any statements in this report or on the Soil Profiles regarding odors, stains, or unusual/suspicious conditions are strictly for the information of the client.

2.0 SITE AND SUBSURFACE CONDITIONS

2.1 Site Location and Description

Phase II of the project is located east of Building 10 along the east portion of the Port of Pensacola, Florida. The general location is shown on the Boring Location Plan (Sheet 4, Appendix A).

At the time of this study, the area east of Building 10 has and is currently being as a stockpile area for coarse aggregate (e.g. limerock base material). The berth, breakwater, and the channel to be dredged are east of the Port in Pensacola Bay.

Based on the topographic and bathymetric surveys provided, site grades ranged from approximately EL +10 feet on land to as low as EL -13 feet in the proposed channel area.

2.2 Subsurface Conditions

The Boring Location Plan and the Soil Profiles of the borings drilled for this study are attached in Appendix A. The borings were field located using a Garmin GPSMap 66ST Global Positioning System (GPS) unit with a reported accuracy of ±1 meter. Therefore, the boring locations should be considered approximate. The subsurface conditions encountered are discussed in general terms below.

The land side borings near the berth (BB-4 and BB-5) generally encountered the following idealized profile:

Elevation (ft. NAVD 88)	Soil Description
+10’ to +8’	Stockpiled limerock base material (coarse aggregate)
+8’ to -15’	Very loose to loose SAND (SP) and slightly silty SAND (SP-SM)
-15’ to -52’	Soft to stiff CLAY (CL, CH)
-52’ to -66’	Dense to very dense slightly silty SAND (SP-SM)

The marine breakwater and dredge borings (B-6 through BB-12) generally encountered the following idealized profile:

Elevation (ft. NAVD 88)	Soil Description
-5’ to -15’	Very loose to loose SAND (SP)
-15’ to -64’	Very loose clayey SAND (SC) and soft to firm CLAY (CL, CH)
-64’ to -85’	Dense to very dense SAND (SP)

The above subsurface descriptions are of a generalized nature, provided to highlight the major soil strata encountered. The Soil Profiles should be reviewed for specific subsurface conditions at each boring location. The stratification shown on the Soil Profiles represents the subsurface conditions at the actual boring locations only, and variations in the subsurface conditions can and may occur between boring locations and should therefore be expected. The stratification represents the approximate boundary between subsurface materials, and the transitions between strata may be gradual.

2.3 Groundwater Conditions

Groundwater (on the land side borings, BB-4 and BB-5) was encountered near elevation +2 feet NAVD 88 at the time of drilling, which was during a period of above-normal rainfall (approximately 6 inches above normal the trailing 3 months prior to drilling). Groundwater levels will fluctuate with rainfall and tides and could vary several feet during typical seasonal fluctuations. Larger fluctuations are possible under severe weather conditions. Estimated “normal” seasonal high groundwater elevations for the landside borings are shown on the Soil Profiles (Appendix A).

2.4 Laboratory Soil Testing

Laboratory soil testing consisted of water content tests, wash #200 sieve tests, grainsize analysis tests, and Atterberg Limit tests. The results of the water content, wash #200 sieve, and Atterberg Limit tests can be found on the Soil Profiles opposite the samples tested. The grainsize analysis tests and laboratory tests mentioned above are also summarized in Table 1 (Appendix A).

3.0 EVALUATION AND RECOMMENDATIONS

3.1 Berth Sheetpile Wall Parameters

The planned steel sheetpile walls for the berth will be anchored with either piles or deadmen. Geotechnical design parameters for design of the steel sheetpile walls are presented in Table 2 (Appendix B).

Note that the borings drilled in this area (BB-4 and BB-5) encountered soft to firm clay from approximately EL -28 feet to EL -52 feet. With the berth being dredged to EL -20 feet and the adjacent upland area being at/near EL +10 feet, the anchored wall will retain approximately 30 feet of soil. Depending on the chosen sheetpile wall section and the lateral analyses performed by the Structural engineer, it is possible if not likely that the anchored sheetpiles will be tipped in the soft to firm clay. We recommend that once the lateral analyses have been performed and the sheetpile tip elevation(s) have been determined from a structural engineering perspective, that a global stability analyses be performed to confirm that slope stability is stable with the tip elevation calculated or if the sheetpiles piles need to be deepened to provide a minimum Factor of Safety of 1.3 against failure.

3.2 Marine Breakwater Design Parameters

The marine breakwater will consist of steel sheetpiles with steel H-piles to anchor the system to resist lateral loads. In addition, rip rap will be placed on the seaward side of the sheetpiles for scour protection.

Geotechnical parameters for lateral analysis of the steel H-Piles are presented in Appendix B. Geotechnical design parameters for the steel sheetpiles (if needed, given the use of H-piles to resist lateral loads) are presented in Table 2 (Appendix B).

4.0 REPORT LIMITATIONS

The recommendations submitted are based on the available soil information obtained by Tierra, Inc. and design details furnished by Muller & Muller for the subject project. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, Tierra should be notified immediately to determine if changes in the foundation, or other, recommendations are required. If Tierra is not retained to perform these functions, we cannot be responsible for the impact of such conditions on the performance of the project.

The findings, recommendations, specifications, and professional advice contained herein have been made in accordance with generally accepted professional Geotechnical engineering practices in the local area.

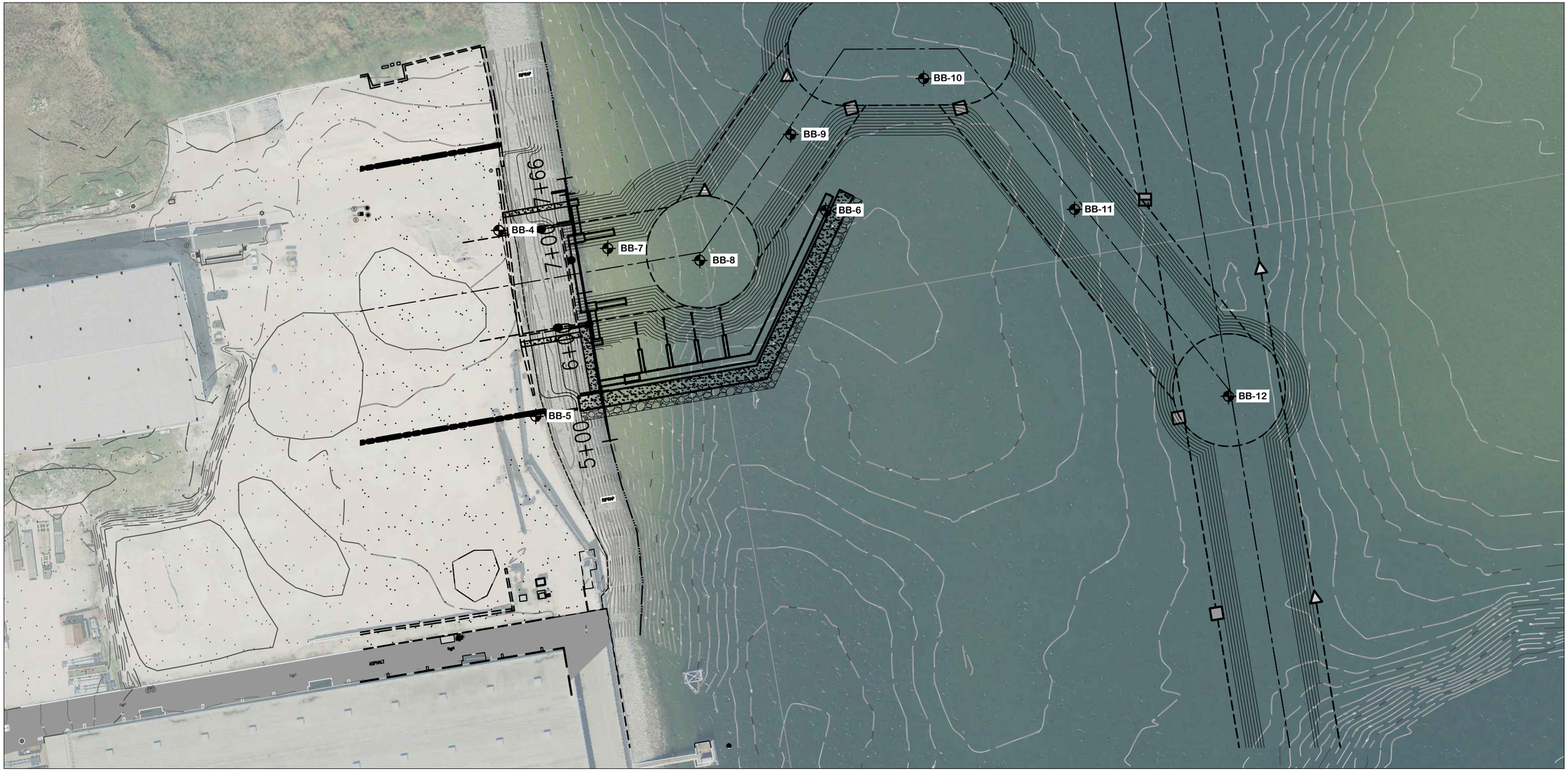
After the plans and specifications are more complete, the Geotechnical engineer should be provided the opportunity to review the final design plans and specifications to assure our engineering recommendations have been properly incorporated into the design documents. At that time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of Muller & Muller for the specific application to the subject project.

APPENDIX A

Boring Location Plan

Soil Profiles

Table 1 – Summary of Laboratory Test Results



NOTE: BASE MAP PROVIDED BY BASKERVILLE-DONOVAN, INC.

BORING LOCATION PLAN

0 100'

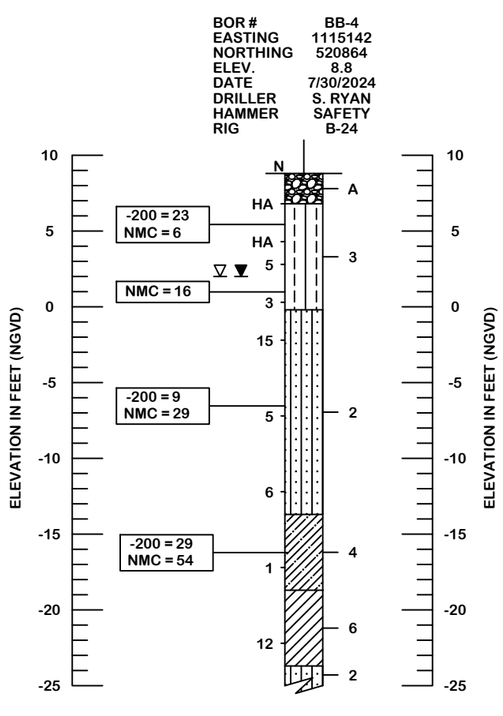
PLAN SCALE

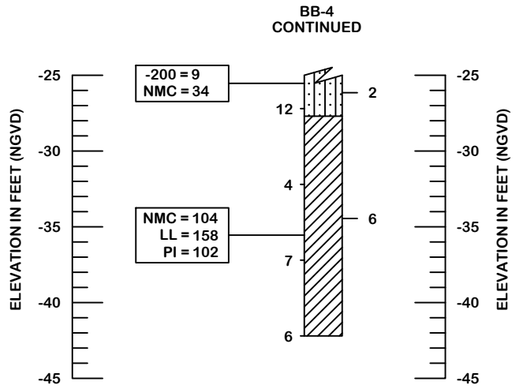
LEGEND

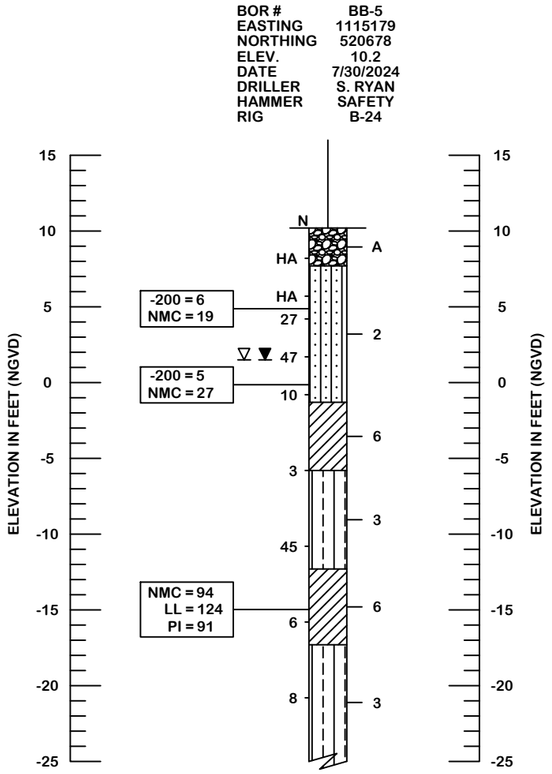
APPROXIMATE LOCATION OF SPT BORING

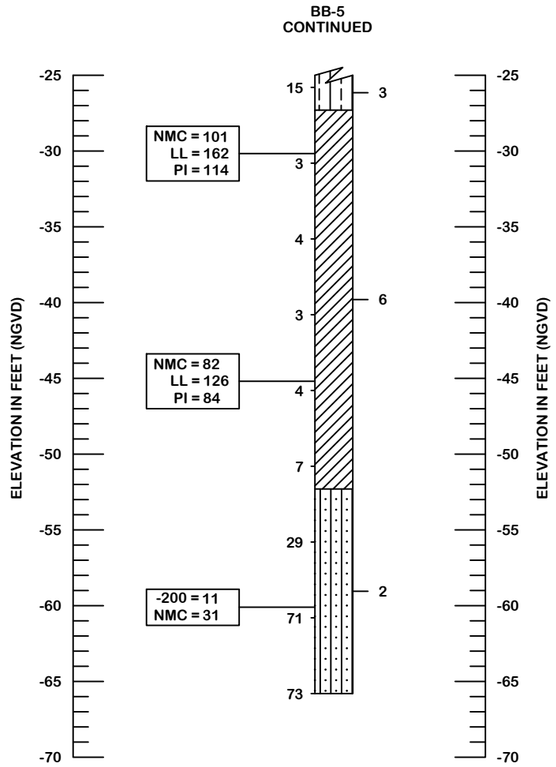
PHASE 2

DRAWN BY: SW CHECKED BY: MMC	APPROVED BY: MLS DATE: JAN 2025	ENGINEER OF RECORD: MITCHELL L. SMITH, P.E. FLORIDA LICENSE NO.: 43416	TIERRA 175 South A Street Pensacola, Florida 32502 Phone: 850-462-8774 Fax: 850-462-8784	SCALE: NOTED	PROJECT NUMBER: 4511-23-051	GEOTECHNICAL ENGINEERING SERVICES AMERICAN MAGIC PORT OF PENSACOLA ESCAMBIA COUNTY, FLORIDA	SHEET 4









LEGEND

1 GRAY, BROWN, WHITE SAND (SP)

2 GRAY, BROWN SLIGHTLY SILTY SAND (SP-SM)

3 GRAY, BROWN, ORANGE SILTY SAND (SM)

4 GRAY, BROWN, ORANGE CLAYEY SAND (SC)

5 GRAY CLAY (CL)

6 DARK GRAY, GREEN CLAY (CH)

A GRAVEL

B - WOOD

GROUNDWATER LEVEL ENCOUNTERED DURING INVESTIGATION

ESTIMATED SEASONAL HIGH GROUNDWATER TABLE

SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW
50/4	NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION
HA	HAND AUGERED TO VERIFY UTILITY CLEARANCES
-200	PERCENT PASSING #200 SIEVE
NMC	NATURAL MOISTURE CONTENT (%)
LL	LIQUID LIMIT (%)
PI	PLASTICITY INDEX (%)
NP	NON PLASTIC

N	SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED)
EASTING	EASTING COORDINATE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, N.A.D. 83 DETERMINED USING HAND-HELD GARMIN GPS MAP 64 ST GPS GLOBAL POSITIONING SYSTEM WITH A REPORTED ACCURACY OF +/- 1 METER.
NORTHING	NORTHING COORDINATE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, N.A.D. 83 DETERMINED USING HAND-HELD GARMIN EGARMIN GPS MAP 64 ST GPS GLOBAL POSITIONING SYSTEM WITH A REPORTED ACCURACY OF +/- 1 METER.

SAFETY HAMMER	
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4
LOOSE	4 TO 10
MEDIUM	10 TO 30
DENSE	30 TO 50
VERY DENSE	GREATER THAN 50
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2
SOFT	2 TO 4
FIRM	4 TO 8
STIFF	8 TO 15
VERY STIFF	15 TO 30
HARD	GREATER THAN 30

PHASE 2

DRAWN BY: SW
CHECKED BY: MMC
APPROVED BY: MLS
DATE: JAN 2025
ENGINEER OF RECORD: MITCHELL L. SMITH, P.E.
FLORIDA LICENSE NO.: 43416

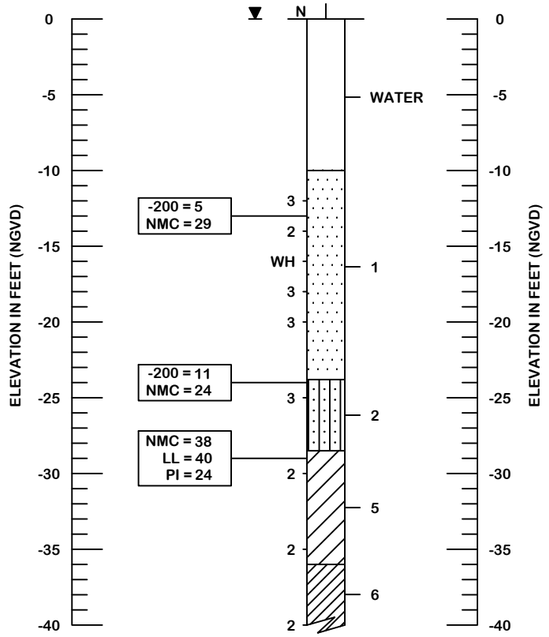
TIERRA
175 South A Street
Pensacola, Florida 32502
Phone: 850-462-8774 Fax: 850-462-8784

SCALE: NOTED
PROJECT NUMBER: 4511-23-051

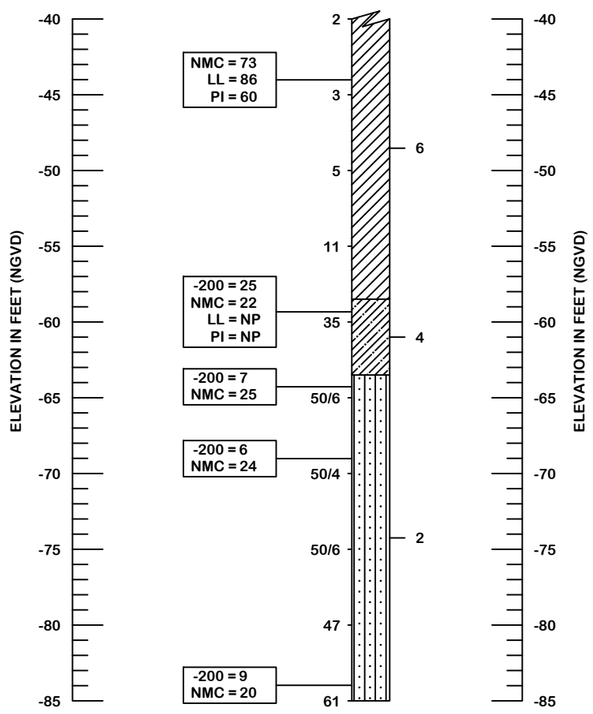
GEOTECHNICAL ENGINEERING SERVICES
AMERICAN MAGIC PORT OF PENSACOLA
ESCAMBIA COUNTY, FLORIDA

SHEET 5

BOR # BB-6
EASTING 1115469
NORTHING 520884
ELEV. -10
DATE 12/10/2024
DRILLER D. STAKELIN
HAMMER SAFETY
RIG BARGE



BB-6
CONTINUED



LEGEND

1	GRAY, BROWN, WHITE SAND (SP)	5	GRAY CLAY (CL)
2	GRAY, BROWN SLIGHTLY SILTY SAND (SP-SM)	6	DARK GRAY, GREEN CLAY (CH)
3	GRAY, BROWN, ORANGE SILTY SAND (SM)	A	GRAVEL
4	GRAY, BROWN, ORANGE CLAYEY SAND (SC)		B - WOOD
		▼	GROUNDWATER LEVEL ENCOUNTERED DURING INVESTIGATION
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STIFF	8 TO 15
VERY STIFF	15 TO 30
HARD	GREATER THAN 30

PHASE 2

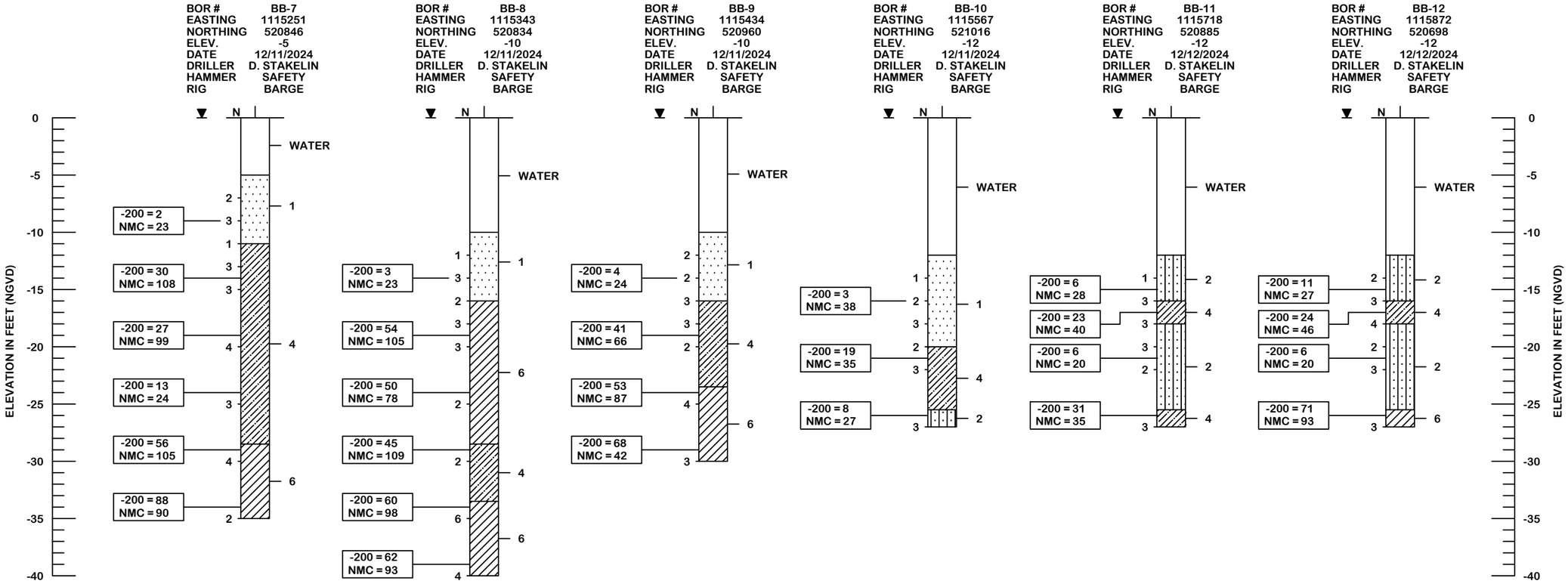
DRAWN BY: SW
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DATE: JAN 2025
ENGINEER OF RECORD: MITCHELL L. SMITH, P.E.
FLORIDA LICENSE NO.: 43416

TIERRA
175 South A Street
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SCALE: NOTED
PROJECT NUMBER: 4511-23-051

GEOTECHNICAL ENGINEERING SERVICES
AMERICAN MAGIC PORT OF PENSACOLA
ESCAMBIA COUNTY, FLORIDA

SHEET 6



LEGEND

1 GRAY, BROWN, WHITE SAND (SP)

2 GRAY, BROWN SLIGHTLY SILTY SAND (SP-SM)

3 GRAY, BROWN, ORANGE SILTY SAND (SM)

4 GRAY, BROWN, ORANGE CLAYEY SAND (SC)

5 GRAY CLAY (CL)

6 DARK GRAY, GREEN CLAY (CH)

A GRAVEL

B - WOOD

▼ GROUNDWATER LEVEL ENCOUNTERED DURING INVESTIGATION

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VERY SOFT	LESS THAN 2
SOFT	2 TO 4
FIRM	4 TO 8
STIFF	8 TO 15
VERY STIFF	15 TO 30
HARD	GREATER THAN 30

PHASE 2

DRAWN BY: SW
CHECKED BY: MMC
APPROVED BY: MLS
DATE: JAN 2025
ENGINEER OF RECORD: MITCHELL L. SMITH, P.E.
FLORIDA LICENSE NO.: 43416

TIERRA
175 South A Street
Pensacola, Florida 32502
Phone: 850-462-8774 Fax: 850-462-8784

SCALE: NOTED
PROJECT NUMBER: 4511-23-051

GEOTECHNICAL ENGINEERING SERVICES
AMERICAN MAGIC PORT OF PENSACOLA
ESCAMBIA COUNTY, FLORIDA

SHEET 7

TABLE 1
SUMMARY OF LABORATORY TEST RESULTS
AMERICAN MAGIC - PHASE II
ESCAMBIA COUNTY, FLORIDA
TIERRA PROJECT NO. 4511-23-051

STRATUM	BORING	SAMPLE DEPTH (ft)			MOISTURE CONTENT (%)	SIEVE ANALYSES (% PASSING)					ATTERBERG LIMITS (%)		USCS
						#10	#40	#60	#100	#200	LL	PI	
3	BB-4	2	-	4.5	6	---	---	---	---	23	---	---	SM
2	BB-4	7	-	8.5	16	---	---	---	---	---	---	---	SP-SM
2	BB-4	14.5	-	16	29	---	---	---	---	9	---	---	SP-SM
4	BB-4	24.5	-	26	54	---	---	---	---	29	---	---	SC
2	BB-4	34.5	-	36	34	---	---	---	---	9	---	---	SP-SM
6	BB-4	44.5	-	46	104	---	---	---	---	---	158	102	CH
2	BB-5	4.5	-	6	19	---	---	---	---	6	---	---	SP-SM
2	BB-5	9.5	-	11	27	---	---	---	---	5	---	---	SP-SM
6	BB-5	24.5	-	26	94	---	---	---	---	---	124	91	CH
6	BB-5	39.5	-	41	101	---	---	---	---	---	162	114	CH
6	BB-5	54.5	-	56	82	---	---	---	---	---	126	84	CH
2	BB-5	69.5	-	71	31					11	---	---	SP-SM
1	BB-6	2	-	4	29	---	---	---	---	5	---	---	SP
2	BB-6	13.5	-	15	24	---	---	---	---	11	---	---	SP-SM
5	BB-6	18.5	-	20	38	---	---	---	---	---	40	24	CL
6	BB-6	33.5	-	35	73	---	---	---	---	---	86	60	CH
4	BB-6	48.5	-	50	22	---	---	---	---	25	NP	NP	SC
2	BB-6	53.5	-	55	25	---	---	---	---	7	---	---	SP-SM
2	BB-6	58.5	-	60	24	---	---	---	---	6	---	---	SP-SM
2	BB-6	73.5	-	75	20	---	---	---	---	9	---	---	SP-SM
1	BB-7	2	-	6	23	99	81	36	7	2	---	---	SP
4	BB-7	8	-	10	108	94	64	52	41	30	---	---	SC
4	BB-7	13.5	-	15	99	79	61	47	35	27	---	---	SC
4	BB-7	18.5	-	20	24	99	82	43	25	13	---	---	SC
6	BB-7	23.5	-	25	105	99	86	79	68	56	---	---	CH
6	BB-7	28.5	-	30	90	100	99	96	94	88	---	---	CH
1	BB-8	2	-	6	23	98	80	33	7	3	---	---	SP
6	BB-8	8	-	10	105	84	68	64	60	54	---	---	CH
6	BB-8	13.5	-	15	78	97	82	75	66	50	---	---	CH
4	BB-8	18.5	-	20	109	92	67	57	52	45	---	---	SC
6	BB-8	23.5	-	25	98	92	78	73	68	60	---	---	CH
6	BB-8	28.5	-	30	93	94	80	75	70	62	---	---	CH
1	BB-9	2	-	6	24	100	79	36	11	4	---	---	SP
4	BB-9	8	-	10	66	99	89	78	60	41	---	---	SC
6	BB-9	13.5	-	15	87	97	89	82	70	53	---	---	CH
6	BB-9	18.5	-	20	42	98	92	87	79	68	---	---	CH

TABLE 1
SUMMARY OF LABORATORY TEST RESULTS
AMERICAN MAGIC - PHASE II
ESCAMBIA COUNTY, FLORIDA
TIERRA PROJECT NO. 4511-23-051

STRATUM	BORING	SAMPLE DEPTH (ft)			MOISTURE CONTENT (%)	SIEVE ANALYSES (% PASSING)					ATTERBERG LIMITS (%)		USCS
						#10	#40	#60	#100	#200	LL	PI	
1	BB-10	2	-	6	38	98	79	39	11	3	---	---	SP
4	BB-10	8	-	10	35	99	85	52	30	19	---	---	SC
2	BB-10	13.5	-	15	27	99	80	38	16	8	---	---	SP-SM
2	BB-11	2	-	4	28	99	86	51	18	6	---	---	SP-SM
4	BB-11	4	-	6	40	99	91	66	39	23	---	---	SC
2	BB-11	8	-	10	20	97	55	24	12	6	---	---	SP-SM
4	BB-11	13.5	-	15	35	100	93	86	78	31	---	---	SC
2	BB-12	2	-	4	27	99	85	53	25	11	---	---	SP-SM
4	BB-12	4	-	6	46	98	89	65	41	24	---	---	SC
2	BB-12	8	-	10	20	99	67	29	11	6	---	---	SP-SM
6	BB-12	13.5	-	15	93	98	88	85	80	71	---	---	CH

APPENDIX B

Geotechnical Soil Parameters for Lateral Pile Analysis

Table 2 – Geotechnical Design Parameters for Steel Sheetpile Walls

Geotechnical Parameters for FB-MultiPier Input

American Magic - Phase II
Geotechnical Soil Parameters for Pile Analysis
Escambia County, Florida

Tierra Project No. 4511-23-051

Reference Bent/Pier	TBD		Foundation Type	Steel H-Pile	
Reference Boring	BB-4		Size (inch)	12x89	
Ground Surface Elevation (ft)	8.8		Base Area (ft^2)	0.53	For HP Piles this is taken as 0.5*Width*Depth
Ground Water Table Elevation (ft)	2.0		Nominal Area (ft^2)	0.53	

	Layer No,	1	2	3	4	5
	Soil Description	Sand	Sand	Clay	Sand	Clay
	Soil Type	Cohesionless	Cohesionless	Cohesive	Cohesionless	Cohesive
	Top Boundary Elevation (ft)	8.80	-14.00	-19.00	-24.00	-28.00
	Bottom boundary Elevation (ft)	-14.00	-19.00	-24.00	-28.00	-42.00
	Average SPT N-Value (Blows/ft)	5	1	12	12	6
LATERAL	Soil Model	Sand (Reese)	Sand (Reese)	Clay (Stiff, w/ Free Water)	Sand (Reese)	Clay (Soft,Matlock)
LATERAL	Internal Friction Angle, ϕ	29	28	-	31	-
LATERAL	Total Unit Weight (pcf), γ_t	105	100	115	112	110
LATERAL	Subgrade Modulus (pci), k	10	2	500	26	-
LATERAL	Undrained Shear Strength (psf), c_u	-	-	1500	-	750
LATERAL	Major Principal Strain @ ε_{50}	-	-	0.007	-	0.010
LATERAL	Major Principal Strain @ ε_{100}	-	-	-	-	-
LATERAL	Average Undrained Shear Strength (psf)	-	-	1500	-	-
LATERAL	Unconfined Compressive Strength (psf)	-	-	-	-	-
AXIAL	Soil Model	Driven Pile	Driven Pile	Driven Pile	Driven Pile	Driven Pile
AXIAL	Total Unit Weight (pcf), γ_t	105	100	115	112	110
AXIAL	Shear Modulus (ksi), G	0.42	0.08	1.81	0.96	0.95
AXIAL	Poisson's ratio, ν	0.25	0.25	0.50	0.30	0.45
AXIAL	Nominal Unit Skin Friction (psf)	112	22	882	269	468
AXIAL	Undrained Shear Strength (psf), c_u	-	-	1500	-	750
AXIAL	Ultimate Unit Skin Friction (psf) (Shaft)	-	-	-	-	-
AXIAL	Mass Modulus (ksi)	-	-	-	-	-
AXIAL	Modulus Ratio	-	-	-	-	-
AXIAL	Surface (Rough/Smooth)	-	-	-	-	-
AXIAL	Unconfined Compressive Strength (psf)	-	-	-	-	-
AXIAL	Split Tensile Strength (psf)	-	-	-	-	-
AXIAL	Concrete Unit Weight (pcf)	-	-	-	-	-
AXIAL	Slump (in)	-	-	-	-	-
TORSIONAL	Soil Model	Hyperbolic	Hyperbolic	Hyperbolic	Hyperbolic	Hyperbolic
TORSIONAL	Total Unit Weight (pcf), γ_t	105	100	115	112	110
TORSIONAL	Internal Friction Angle, ϕ	-	-	-	-	-
TORSIONAL	Undrained Shear Strength (psf), c_u	-	-	1500	-	750
TORSIONAL	Shear Modulus (ksi), G	0.42	0.08	1.81	0.96	0.95
TORSIONAL	Torsional Shear Stress (psf)	112	22	882	269	468
TIP	Soil Model	Driven Pile	Driven Pile	Driven Pile	Driven Pile	Driven Pile
TIP	Shear Modulus (ksi), G	0.42	0.08	1.81	0.96	0.95
TIP	Poisson's ratio, ν	0.25	0.25	0.50	0.30	0.45
TIP	Unit Bearing , ksf	21	4	17	51	8
TIP	Axial Bearing Failure, kips	11	2	9	27	4
TIP	Uncorrected SPT-N Value (blows/ft)	-	-	-	-	-
TIP	Undrained Shear Strength (psf), c_u	-	-	1500	-	750
TIP	IGM Mass Modulus (ksi), E_m	-	-	-	-	-

Geotechnical Parameters for FB-MultiPier Input

American Magic - Phase II
Geotechnical Soil Parameters for Pile Analysis
Escambia County, Florida

Tierra Project No. 4511-23-051

Reference Bent/Pier	TBD
Reference Boring	BB-5
Ground Surface Elevation (ft)	10.2
Ground Water Table Elevation (ft)	1.5

Foundation Type	Steel H-Pile
Size (inch)	12x89
Base Area (ft^2)	0.53
Nominal Area (ft^2)	0.53

For HP Piles this is taken as 0.5*Width*Depth

	Layer No,	1	2	3	4	5	6	7	8
	Soil Description	Sand	Sand	Clay	Sand	Clay	Sand	Clay	Sand
	Soil Type	Cohesionless	Cohesionless	Cohesive	Cohesionless	Cohesive	Cohesionless	Cohesive	Cohesionless
	Top Boundary Elevation (ft)	10.20	5.00	-1.00	-6.00	-12.00	-17.00	-27.00	-52.00
	Bottom boundary Elevation (ft)	5.00	-1.00	-6.00	-12.00	-17.00	-27.00	-52.00	-66.00
	Average SPT N-Value (Blows/ft)	5	28	3	45	6	12	4	58
LATERAL	Soil Model	Sand (Reese)	Sand (Reese)	Clay (Soft,Matlock)	Sand (Reese)	Clay (Stiff, w/ Free Water)	Sand (Reese)	Clay (Soft,Matlock)	Sand (Reese)
LATERAL	Internal Friction Angle, ϕ	29	35	-	36	-	31	-	36
LATERAL	Total Unit Weight (pcf), γ_t	105	115	105	125	110	112	105	125
LATERAL	Subgrade Modulus (pci), k	10	74	-	125	250	26	-	125
LATERAL	Undrained Shear Strength (psf), c_u	-	-	375	-	750	-	500	-
LATERAL	Major Principal Strain @ ε_{50}	-	-	0.020	-	0.010	-	0.010	-
LATERAL	Major Principal Strain @ ε_{100}	-	-	-	-	-	-	-	-
LATERAL	Average Undrained Shear Strength (psf)	-	-	-	-	750	-	-	-
LATERAL	Unconfined Compressive Strength (psf)	-	-	-	-	-	-	-	-
AXIAL	Soil Model	Driven Pile	Driven Pile	Driven Pile	Driven Pile	Driven Pile	Driven Pile	Driven Pile	Driven Pile
AXIAL	Total Unit Weight (pcf), γ_t	105	115	105	125	110	112	105	125
AXIAL	Shear Modulus (ksi), G	0.42	2.24	0.48	3.47	0.95	0.96	0.64	3.47
AXIAL	Poisson's ratio, ν	0.25	0.30	0.45	0.30	0.45	0.30	0.45	0.30
AXIAL	Nominal Unit Skin Friction (psf)	112	627	241	1008	468	269	318	1299
AXIAL	Undrained Shear Strength (psf), c_u	-	-	375	-	750	-	500	-
AXIAL	Ultimate Unit Skin Friction (psf) (Shaft)	-	-	-	-	-	-	-	-
AXIAL	Mass Modulus (ksi)	-	-	-	-	-	-	-	-
AXIAL	Modulus Ratio	-	-	-	-	-	-	-	-
AXIAL	Surface (Rough/Smooth)	-	-	-	-	-	-	-	-
AXIAL	Unconfined Compressive Strength (psf)	-	-	-	-	-	-	-	-
AXIAL	Split Tensile Strength (psf)	-	-	-	-	-	-	-	-
AXIAL	Concrete Unit Weight (pcf)	-	-	-	-	-	-	-	-
AXIAL	Slump (in)	-	-	-	-	-	-	-	-
TORSIONAL	Soil Model	Hyperbolic	Hyperbolic	Hyperbolic	Hyperbolic	Hyperbolic	Hyperbolic	Hyperbolic	Hyperbolic
TORSIONAL	Total Unit Weight (pcf), γ_t	105	115	105	125	110	112	105	125
TORSIONAL	Internal Friction Angle, ϕ	-	-	-	-	-	-	-	-
TORSIONAL	Undrained Shear Strength (psf), c_u	-	-	375	-	750	-	500	-
TORSIONAL	Shear Modulus (ksi), G	0.42	2.24	0.48	3.47	0.95	0.96	0.64	3.47
TORSIONAL	Torsional Shear Stress (psf)	112	627	241	1008	468	269	318	1299
TIP	Soil Model	Driven Pile	Driven Pile	Driven Pile	Driven Pile	Driven Pile	Driven Pile	Driven Pile	Driven Pile
TIP	Shear Modulus (ksi), G	0.42	2.24	0.48	3.47	0.95	0.96	0.64	3.47
TIP	Poisson's ratio, ν	0.25	0.30	0.45	0.30	0.45	0.30	0.45	0.30
TIP	Unit Bearing , ksf	21	119	4	192	8	51	6	247
TIP	Axial Bearing Failure, kips	11	63	2	102	4	27	3	131
TIP	Uncorrected SPT-N Value (blows/ft)	-	-	-	-	-	-	-	-
TIP	Undrained Shear Strength (psf), c_u	-	-	375	-	750	-	500	-
TIP	IGM Mass Modulus (ksi), E_m	-	-	-	-	-	-	-	-

Geotechnical Parameters for FB-MultiPier Input

American Magic - Phase II
Geotechnical Soil Parameters for Pile Analysis
Escambia County, Florida

Tierra Project No. 4511-23-051

	Reference Bent/Pier	TBD		Foundation Type	Steel H-Pile	
	Reference Boring	BB-6		Size (inch)	12x89	
	Ground Surface Elevation (ft)	-10.0		Base Area (ft^2)	0.53	For HP Piles this is taken as 0.5*Width*Depth
	Ground Water Table Elevation (ft)	0.0		Nominal Area (ft^2)	0.53	

	Layer No,	1	2	3	4	5
	Soil Description	Sand	Clay	Clay	Sand	Sand
	Soil Type	Cohesionless	Cohesive	Cohesive	Cohesionless	Cohesionless
	Top Boundary Elevation (ft)	-10.00	-28.00	-50.00	-58.00	-64.00
	Bottom boundary Elevation (ft)	-28.00	-50.00	-58.00	-64.00	-85.00
	Average SPT N-Value (Blows/ft)	2	2	7	35	82
LATERAL	Soil Model	Sand (Reese)	Clay (Soft,Matlock)	Clay (Stiff, w/ Free Water)	Sand (Reese)	Sand (Reese)
	Internal Friction Angle, ϕ	29	-	-	36	36
	Total Unit Weight (pcf), γ_t	102	100	110	120	125
	Subgrade Modulus (pci), k	4	-	292	95	125
	Undrained Shear Strength (psf), c_u	-	250	875	-	-
	Major Principal Strain @ ε_{50}	-	0.020	0.010	-	-
	Major Principal Strain @ ε_{100}	-	-	-	-	-
	Average Undrained Shear Strength (psf)	-	-	875	-	-
	Unconfined Compressive Strength (psf)	-	-	-	-	-
AXIAL	Soil Model	Driven Pile	Driven Pile	Driven Pile	Driven Pile	Driven Pile
	Total Unit Weight (pcf), γ_t	102	100	110	120	125
	Shear Modulus (ksi), G	0.17	0.32	1.10	2.80	3.47
	Poisson's ratio, ν	0.25	0.45	0.45	0.30	0.30
	Nominal Unit Skin Friction (psf)	45	162	540	784	1344
	Undrained Shear Strength (psf), c_u	-	250	875	-	-
	Ultimate Unit Skin Friction (psf) (Shaft)	-	-	-	-	-
	Mass Modulus (ksi)	-	-	-	-	-
	Modulus Ratio	-	-	-	-	-
	Surface (Rough/Smooth)	-	-	-	-	-
	Unconfined Compressive Strength (psf)	-	-	-	-	-
	Split Tensile Strength (psf)	-	-	-	-	-
	Concrete Unit Weight (pcf)	-	-	-	-	-
	Slump (in)	-	-	-	-	-
TORSIONAL	Soil Model	Hyperbolic	Hyperbolic	Hyperbolic	Hyperbolic	Hyperbolic
	Total Unit Weight (pcf), γ_t	102	100	110	120	125
	Internal Friction Angle, ϕ	-	-	-	-	-
	Undrained Shear Strength (psf), c_u	-	250	875	-	-
	Shear Modulus (ksi), G	0.17	0.32	1.10	2.80	3.47
	Torsional Shear Stress (psf)	45	162	540	784	1344
TIP	Soil Model	Driven Pile	Driven Pile	Driven Pile	Driven Pile	Driven Pile
	Shear Modulus (ksi), G	0.17	0.32	1.10	2.80	3.47
	Poisson's ratio, ν	0.25	0.45	0.45	0.30	0.30
	Unit Bearing , ksf	9	3	10	149	256
	Axial Bearing Failure, kips	5	1	5	79	136
	Uncorrected SPT-N Value (blows/ft)	-	-	-	-	-
	Undrained Shear Strength (psf), c_u	-	250	875	-	-
	IGM Mass Modulus (ksi), E_m	-	-	-	-	-

TABLE 2
GEOTECHNICAL DESIGN PARAMETERS FOR STEEL SHEETPILE WALLS
AMERICAN MAGIC - PORT OF PENSACOLA
PHASE II
ESCAMBIA COUNTY, FLORIDA
TIERRA PROJECT NO. 4511-23-051

WALL	REFERENCE BORING	APPROXIMATE STRATUM ELEVATION (ft NAVD 88)			USCS [1]	SHWT [2] (ft NAVD 88)	UNIT WEIGHT (pcf)		SOIL FRICTION ANGLE (degrees)	COHESION (psf)	WALL / SOIL ADHESION [3] (psf)	WALL / SOIL FRICTION [3] (degrees)
							Total	Effective	Short Term (Undrained)	Short Term (Undrained)	Short Term (Undrained)	Short Term (Undrained)
Steel Sheetpile	B-4	> 9			Emb.Fill	9	115	53	30	---	---	14
		9	-	-14	SP-SM, SM		105	43	29	---	---	14
		-14	-	-19	SC		100	38	26	---	---	14
		-19	-	-24	CH		115	53	---	1500	750	---
		-24	-	-28	SP-SM		112	50	31	---	---	14
		-28	-	-42	CH		110	48	---	750	350	---
	B-5	> 10			Emb.Fill	10	115	53	30	---	---	14
		10	-	5	SP-SM		105	43	29	---	---	14
		5	-	-1	SP-SM		115	53	35	---	---	14
		-1	-	-6	CH		105	43	---	375	200	---
		-6	-	-12	SM		125	63	36	---	---	17
		-12	-	-17	CH		110	48	---	750	350	---
		-17	-	-27	SM		112	50	31	---	---	14
		-27	-	-52	CH		105	43	---	500	250	---
		-52	-	-66	SP-SM		125	63	36	---	---	17
	B-6	-10	-	-28	SP, SP-SM	N/A (Marine Boring)	105	43	29	---	---	14
		-28	-	-50	CL, CH		100	38	---	250	125	---
		-50	-	-58	CH		115	53	---	875	440	---
		-58	-	-63	SC		120	58	36	---	---	14
		-63	-	-85	SP-SM		125	63	36	---	---	17

Notes: (1) USCS - Unified Soil Classification System

(2) SHWT - Seaonal High Water Table

(3) Adhesion & Wall/Soil Friction values apply to uncoated steel sheets only. If coated sheets are used, these values should be zero and not used in computing Kp.

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:

1. Footings.
2. Foundation walls.
3. Slabs-on-grade.
4. Suspended slabs.
5. Concrete toppings.
6. Building frame members.
7. Building walls.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1. Indicate amounts of mixing water to be withheld for later addition at Project site.

C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.

1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.

E. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

1. Location of construction joints is subject to approval of the Engineer.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Welding certificates.

C. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Form materials and form-release agents.
4. Steel reinforcement and accessories.
5. Curing compounds.
6. Floor and slab treatments.
7. Bonding agents.
8. Adhesives.
9. Semirigid joint filler.
10. Joint-filler strips.
11. Repair materials.

D. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:

1. Aggregates.

E. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.

F. Field quality-control reports.

G. Minutes of preinstallation conference.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

E. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."

F. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301, "Specifications for Structural Concrete,"
2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

G. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

H. Preinstallation Conference: Conduct conference at Project site.

1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:

a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixtures.
c. Ready-mix concrete manufacturer.
d. Concrete subcontractor.
e. Special concrete finish subcontractor.

2. Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, forms and form removal limitations, shoring and reshoring procedures, steel reinforcement installation, floor and slab flatness and levelness measurement, concrete repair procedures, and concrete protection.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Plywood, metal, or other approved panel materials.
2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:

a. High-density overlay, Class 1 or better.
b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
c. Structural 1, B-B or better; mill oiled and edge sealed.
d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.

D. Pan-Type Forms: Glass-fiber-reinforced plastic or formed steel, stiffened to resist plastic concrete loads without detrimental deformation.

E. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.

F. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch minimum.

G. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.

H. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

I. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.
3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.2 STEEL REINFORCEMENT

A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.

B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

C. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, Grade 60, epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length.

2.3 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.

B. Epoxy-Coated Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, ASTM A 775/A 775M epoxy coated.

C. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775/A 775M.

D. Zinc Repair Material: ASTM A 780, zinc-based solder, paint containing zinc dust, or sprayed zinc.

E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
3. For zinc-coated reinforcement, use galvanized wire or dielectric-polymer-coated wire bar supports.

2.4 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, Type II

a. Meet FDOT Specification Section 346 for Class III Concrete in an extremely aggressive environment.

2. Blended Hydraulic Cement: ASTM C 595, Type IL
   a. Meet FDOT Specification Section 346 for Class III Concrete in an extremely aggressive environment.

3. Fly Ash: ASTM C618, Class F or C.

B. Normal-Weight Aggregates: ASTM C 33, coarse aggregate or better, graded. Provide aggregates from a single source.

1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: ASTM C 94/C 94M and potable.

2.5 ADMIXTURES

A. Air-Entraining Admixture: ASTM C 260.

B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.6 CURING MATERIALS

A. Water: Potable.

2.7 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 25 percent.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 by weight of cement.

D. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.40.
4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.

2.8 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Slabs-on-Grade: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 5000 psi at 28 days.
2. Minimum Cementitious Materials Content: 600 lb/cu. yd.
3. Slump Limit: 3 inches plus or minus 1-1/2 inch.
4. Air Content: 4.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
5. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

2.9 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.10 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:

1. Class A, 1/8 inch for smooth-formed finished surfaces.

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.
2. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

H. Chamfer exterior corners and edges of permanently exposed concrete.

I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."
2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3.3 REMOVING AND REUSING FORMS

A. See Cast-in-Place Concrete notes on the drawings.

B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.

D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

F. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement.

G. Zinc-Coated Reinforcement: Repair cut and damaged zinc coatings with zinc repair material according to ASTM A 780. Use galvanized steel wire ties to fasten zinc-coated steel reinforcement.

3.5 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.

3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
5. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.

C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Maintain reinforcement in position on chairs during concrete placement.
3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Slope surfaces uniformly to drains where required.
5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

G. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain concrete temperature below 95 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.7 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view

C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix one part portland cement and one part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

3.9 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.

D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

a. Water.
b. Continuous water-fog spray.
c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.10 JOINT FILLING

A. Prepare, clean, and install joint filler according to manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least one month(s). Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.

C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.11 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.

Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.12 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Testing and Inspecting: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

C. Inspections:

1. Steel reinforcement placement.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing.
4. Curing procedures and maintenance of curing temperature.
5. Verification of concrete strength before removal of shores and forms from beams and slabs.

D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.

    a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
6. Compression Test Specimens: ASTM C 31/C 31M.

    a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
    b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.

7. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.

    a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
    b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
10. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
11. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
12. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
13. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
14. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 033000

SECTION 31 41 16

METAL SHEET PILING
11/20

PART 1 GENERAL

1.1 DESCRIPTION

Design, furnish, and install metal sheet piles at the locations indicated on the drawings and specified herein.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1/D1.1M	(2020; Errata 1 2021) Structural Welding Code - Steel
AWS D1.5M/D1.5	(2020; Errata 1 2022) Bridge Welding Code ASTM

INTERNATIONAL (ASTM)

ASTM A6/A6M	(2024b) Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
ASTM A328/A328M	(2024) Standard Specification for Steel Sheet Piling
ASTM A572/A572M	(2021; E 2021) Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
ASTM A690/A690M	(2024) Standard Specification for High-Strength Low-Alloy Nickel, Copper, Phosphorus Steel H-Piles and Sheet Piling with Atmospheric Corrosion Resistance for Use in Marine Environments
ASTM A857/A857M	(2007; R 2013) Standard Specification for Steel Sheet Piling, Cold-Formed, Light Gage
ASTM B221	(2021) Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
ASTM B221M	(2021) Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric)

ASTM B308/B308M	(2010; R 2020) Standard Specification for Aluminum-Alloy 6061-T6 Standard Structural Profiles
ASTM D4945	(2017) Standard Test Method for High-Strain Dynamic Testing of Deep Foundations
ASTM E329	(2023) Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

1.3 BASIS OF BID

1.3.1 Contractor's Geotechnical Consultant

Hire the services of an independent, Registered Professional Geotechnical Engineer, experienced in soil mechanics and Pile Dynamic Analysis, to observe production pile installation as specified herein. The Contractor's Geotechnical Consultant must be independent of the Contractor and must have no employee of employer relationship which could constitute a conflict of interest.

1.3.2 Lump Sum Payment

Base bids upon providing the number, size, capacity, and length of piles as indicated on the drawings.

Include the cost of all necessary equipment, tools, material, labor, and supervision required to: deliver, handle, install, cut-off, dispose of any cut-offs, pullout, and meet the applicable contract requirements. Include mobilization, pre-drilling, and redriving heaved piles. If, in redriving, it is found that any pile is not of sufficient length to provide the requirements specified, notify the Engineer of Record, who reserves the right to increase or decrease the total length of piles to be provided and installed by changing the pile locations or elevations, requiring the installation of additional piles, or directing the omission of piles from the requirements shown and specified. If total number of piles or number of each length vary from that specified as the basis for bidding, an adjustment in the contract price or time for completion, or both, will be made in accordance with the contract documents. Payment for piles will be based on successfully installing piles to both the minimum tip elevation and satisfying the acceptance criteria identified herein. No additional payment will be made for: damaged, rejected, or misplaced piles; withdrawn piles; any portion of a pile remaining above the cut-off elevation; backdriving; cutting off piles; splicing; build-ups; any cut-off length of piles; or other excesses beyond the assumed pile length indicated for which the Contractor is responsible.

1.5 SUBMITTALS

SD-01 Preconstruction Submittals Installation

Procedures

Contractor's Geotechnical Consultant Documentation

SD-02 Shop Drawings

Metal Sheet Piling

Pile Splicing

Pile Placement

As-Driven Survey Pile

Shoe

SD-03 Product Data Driving

Pile Driving Equipment

Delivery, Storage, and Handling Pulling and

Redriving

SD-05 Design Data

Procedure for Insufficient Pile Length

SD-06 Test Reports

Materials Tests

SD-07 Certificates

Pile Shoe

Welding Certifications

Steel Plant Certificate

SD-11 Closeout Submittals Pile

Driving Record

1.6 DELIVERY, STORAGE, AND HANDLING

Conform all delivery, storage, and handling of materials to the requirements specified herein. Develop and submit plans for the delivery, storage, and handling of piles. Submit delivery, storage, and handling plans for piles at least 30 days prior to delivery of piles to the job site.

1.6.1 Delivery and Storage

Materials delivered to the site must be new and undamaged and must be accompanied by certified test reports. Provide the manufacturer's logo and mill identification mark on the sheet piling as required by the referenced specifications. Store and handle sheet piling in the manner recommended by the manufacturer to prevent permanent deflection, distortion or damage to the interlocks; as a minimum, support on level blocks or racks spaced not more than 10 feet apart and not more than 2 feet from the ends. Storage of sheet piling should also facilitate required inspection activities and prevent damage to coatings and corrosion protection prior to installation.

1.6.2 Handling

Lift piles to ensure that the maximum permissible curvature is not exceeded. Holes may be burned above the cutoff length for lifting piles into the leads. If there is evidence of pile damage during driving due to the holes, the Engineer of Record may forbid the burning of holes. Do not damage piles when dragging piles across the ground or barge deck.

Inspect piles for excessive curvature and for damage before transporting them from the storage area to the driving area and immediately prior to placement in the driving leads. Curvature in the pile must be measured with the pile laying on a flat surface and is the distance between the pile at the mid-length of the pile and the flat surface. Straightness of the sections of piles must conform to AWS D1.5M/D1.5, Section 3.5.1.1. Piles having excessive curvature will be rejected.

1.6.3 Damaged Piles

Inspect each pile for straightness and structural damage before transporting them to the project site and immediately prior to placement in the driving leads. Bring any damage to the attention of the Engineer of Record. Piles which are damaged during delivery, storage, or handling to the extent they are rendered unsuitable for the work, in the opinion of the Engineer of Record, will be rejected and removed from the project site, or may be repaired, if approved, at no additional cost.

Any pile damaged by reason of internal defects or by improper driving must be corrected by one of the following methods approved by the Engineer for the pile in question:

a. The pile is withdrawn, if practicable, and replaced by a new and, if necessary, longer pile.

b. One or more replacement piles are driven adjacent to the defective pile.

c. A Pile Dynamic Analysis and/or low integrity testing must be performed by the Contractor's Geotechnical Consultant to assess the structural integrity of the driven pile(s).

A pile driven below the specified butt elevation must be corrected by one of the following methods approved by the Engineer:

a. The pile is spliced (if approved).

b. A sufficient portion of the footing is extended down to properly embed the pile.

A pile driven out of its proper location or out of plumb as approved by the Engineer, must be corrected by one of the following methods approved by the engineer:

a. One or more replacement piles are driven next to the pile in question.

b. As directed by the structural engineer.

1.7 MATERIAL CERTIFICATES

For each shipment, submit certificates identified with specific lots prior to installing piling. Include in the identification data piling type, dimensions, chemical composition, mechanical properties, section properties, heat number, and mill identification mark.

PART 2 PRODUCTS

2.1 METAL SHEET PILING

Submit detail drawings for sheet piling, including fabricated sections, showing complete piling dimensions and details, driving sequence and location of installed piling.

a. Include in the drawings details of top protection, special reinforcing tips, tip protection, lagging, splices, fabricated additions to plain piles, cut-off method, corrosion protection, and dimensions of templates and other temporary guide structures for installing piling. Provide details of the method for handling piling to prevent permanent deflection, distortion or damage to piling interlocks.

b. Metal sheet piling must be hot-rolled steel sections conforming to ASTM A572/A572M, Grade 60.

c. For protection of sheet piling, coat it in accordance with the drawings.

2.1.1 Interlocks

The interlocks of sheet piling must be free-sliding, provide a swing angle suitable for the intended installation but not less than 5 degrees when interlocked, and maintain continuous interlocking when installed.

2.1.2 General Requirements

Provide sheet piles with minimum section modulus, moment of inertia, shape, and size as specified in the drawings. Sheet piling must be full-length

sections of the dimensions shown. Provide sheet piling with standard lifting holes.

2.2 APPURTENANT METAL MATERIALS

Provide metal plates, shapes, bolts, nuts, rivets and other appurtenant fabrication and installation materials conforming to manufacturer's standards and to the requirements specified in the respective sheet piling standards.

2.3 TESTS, INSPECTIONS, AND VERIFICATIONS

Requirements for material tests, workmanship and other measures for quality assurance must be as specified. Provide manufacturer's steel plant certificate for review and approval.

2.3.1 Materials Tests

Submit certified materials tests reports showing that sheet piling and appurtenant metal materials meet the specified requirements, for each shipment and identified with specific lots prior to installing materials. Material test reports must meet the requirements of ASTM A6/A6M. Perform materials tests conforming to the following requirements. Sheet piling and appurtenant materials must be tested and certified by the manufacturer to meet the specified chemical, mechanical and section property requirements prior to delivery to the site. Testing of sheet piling for mechanical properties must be performed after the completion of all rolling and forming operations. Testing of sheet piling must meet the requirements of ASTM A6/A6M.

2.4 PILE DRIVING EQUIPMENT

Submit complete descriptions of sheet piling driving equipment including hammers, extractors, protection caps and other installation appurtenances, prior to commencement of work. Descriptive information includes manufacturer's name, model numbers, capacity, rated energy, hammer details, cushion material, helmet, and templates. Provide pile driving equipment conforming to the following requirements. Submit descriptions of pile driving equipment, including hammers, power packs, driving helmets, hammer cushions, pile cushions, leads, extractors, jetting equipment, and preboring equipment at least 30 days prior to commencement of work.

2.4.1 Driving Hammers

Hammers must be steam, air, or diesel drop, single-acting, double-acting, differential-acting type. The driving energy of the hammers must be as recommended by the manufacturer for the piling weights and subsurface materials to be encountered. Repair damage to piling caused by use of a pile hammer with excess delivered force or energy.

PART 3 EXECUTION

3.1 PRELIMINARY WORK

3.1.1 Pile Length Markings

Mark each pile prior to driving with horizontal lines at one foot intervals. Mark the interval number on pile every 5 feet from pile tip.

3.2 EARTHWORK

Pre-excavation will not be permitted. Backfill as indicated.

3.3 INSTALLATION

3.3.1 Placing and Driving

3.3.1.1 Placing

Submit a written description of the site specific pile installation procedures for review and approval. Pile placement installation drawings and details must also be provided.

Any excavation required within the area where sheet pilings are to be installed must be completed prior to placing sheet pilings. Pilings properly placed and driven must be interlocked throughout their length with adjacent pilings to form a continuous diaphragm throughout the length or run of piling wall.

a. Pilings must be carefully located as indicated. Pilings must be placed plumb with out-of-plumbness not exceeding 1/4 inch per foot of length and true to line. Place the pile so the face will not be more than 6 inches from vertical alignment at any point. Top of pile at elevation of cut-off must be within 1/2 inch horizontally and 2 inches vertically of the location indicated. Manipulation of piles to force them into position will not be permitted. Check all piles for heave. Re-drive all heaved piles to the required tip elevation.

b. Provide temporary wales, templates, or guide structures to ensure that the pilings are placed and driven to the correct alignment. Use a system of structural framing sufficiently rigid to resist lateral and driving forces and to adequately support the sheet piling until design tip elevation is

achieved. Use two templates, at least, when placing each piling not less than 20 feet apart. Templates must not move when supporting sheet piling. Fit templates with wood blocking to bear against the web of each alternate sheet pile and hold the sheet pile at the design location alignment. Provide outer template straps or other restraints as necessary to prevent the sheets from warping or wandering from the alignment. Mark template for the location of the leading edge of each alternate sheet pile. If in view, also mark the second level to assure that the piles are vertical and in position. If two guide marks cannot be seen, other means must be used to keep the sheet pile vertical along its leading edge.

3.3.1.2 Driving

Submit records of the completed sheet piling driving operations, including a system of identification which shows the disposition of approved piling in the work, driving equipment performance data, piling penetration rate data, piling dimensions and top and bottom elevations of installed piling. Drive pilings with the proper size hammer and by approved methods so as not to subject the pilings to damage and to ensure proper interlocking throughout their lengths.

a. Maintain driving hammers in proper alignment during driving operations by use of leads or guides attached to the hammer.

b. Employ a protecting cap in driving when using impact hammers to prevent damage to the tops of pilings. Remove and replace pilings damaged during driving or driven out of interlock at the Contractor's expense.

c. Drive pilings without the aid of a water jet.

d. Take adequate precautions to ensure that pilings are driven plumb. Where possible, drive Z-pile with the ball end leading. If an open socket is leading, a bolt or similar object placed in the bottom of the interlock will minimize packing material into it and ease driving for the next sheet. If at any time the forward or leading edge of the piling wall is found to be out-of-plumb in the plane of the wall the piling being driven must be driven to the required depth and tapered pilings must be provided and driven to interlock with the out-of-plumb leading edge or other approved corrective measures must be taken to insure the plumbness of succeeding pilings. The maximum permissible taper for any tapered piling must be 1/8 inch per foot of length.

e. Pilings in each run or continuous length of piling wall must be driven alternately in increments of depth to the required depth or elevation. No piling will be driven to a lower elevation than those behind it in the same run except when the pilings behind it cannot be driven deeper. Incrementally sequence driving of individual piles such that the tip of any sheet pile must not be more than 4 feet below that of any adjacent sheet pile. When the penetration resistance exceeds five blows per inch, the tip of any sheet pile must not be more than 2 feet below any adjacent sheet pile. If the piling next to the one being driven tends to follow below final elevation it may be pinned to the next adjacent piling.

f. If obstructions restrict driving a piling to the specified penetration, the obstructions must be removed or penetrated with a chisel beam. If the Contractor demonstrates that removal or penetration is impractical, make changes in the design alignment of the piling structure as directed to ensure the adequacy and stability of the structure.
Pilings must be driven to depths shown and must extend up to the elevation indicated for the top of pilings. A tolerance of 1/4 inches above the indicated top elevation will be permitted. Pilings must not be driven within 100 feet of concrete less than 7 days old.

g. Pre-augering or spudding of piles will not be permitted.

3.3.2 Cutting-Off and Splicing

Pilings driven to refusal or to the point where additional penetration cannot be attained and are extending above the required top elevation in excess of the specified tolerance must be cut off to the required elevation. Pilings driven below the required top elevation and pilings damaged by driving and cut off to permit further driving must be extended as required to reach the top elevation by splicing when directed at no additional cost. Submit procedure for insufficient pile length. Provide pile splicing information and details for review and approval prior to installation in the field.

a. Pilings adjoining spliced pilings must be full length unless otherwise approved. Splicing of pilings must be as indicated. Ends of pilings to be spliced must be squared before splicing to eliminate dips or camber. Pilings must be spliced together with concentric alignment of the interlocks so that there are no discontinuities, dips or camber at the abutting interlocks. Spliced pilings must be free sliding and able to obtain the maximum swing with contiguous pilings. Shop and field welding, qualification of welding procedures, welders, and welding operators must be in accordance with AWS D1.1/D1.1M. Submit welding certifications for all welders and welding operators for review and approval.

b. The tops of pilings excessively battered during driving must be trimmed when directed, at no additional cost. Piling cut-offs will become the property of the Contractor and must be removed from the site.

c. Cut holes in pilings for bolts, rods, drains or utilities in a neat and professional manner, as shown or as directed. Use a straight edge in cuts made by burning to avoid abrupt nicks. Bolt holes in steel piling must be drilled or may be burned and reamed by approved methods which will not damage the surrounding metal. Holes other than bolt holes must be reasonably smooth and the proper size for rods and other items to be inserted. Do not use explosives for cutting.

3.3.3 Inspection of Driven Piling

Perform continuous inspection during pile driving. Inspect all piles for compliance with tolerance requirements. Bring any unusual problems which may occur to the attention of the Engineer of Record. Inspect the interlocked joints of driven pilings extending above ground. Pilings found to be out of interlock must be removed and replaced at the Contractor’s expense.

3.3.4 Pulling and Redriving

Submit the proposed method of pulling sheet piling, prior to pulling any piling. Pull, as directed, selected pilings after driving to determine the condition of the underground portions of pilings. Any piling so pulled and found to be damaged, to the extent that its usefulness in the structure is impaired, must be removed and replaced at the Contractor’s expense.
Pilings pulled and found to be in satisfactory condition must be redriven when directed.

3.3.5 Survey Data

After the driving of each pile group is complete and before superimposed concrete is placed, provide the Engineer of Record with an as-driven survey showing actual location and top elevation of each pile. Submit an as-driven survey showing actual location and top elevation of each production pile within 7 calendar days of completing the pile installation. Do not proceed with placing concrete until the Engineer of Record has reviewed the survey and verified the safe load for the pile group driven. Present a survey in such form that it gives deviation from plan location in two perpendicular directions and elevations of each pile to nearest half inch. Survey must be prepared and certified by a land surveyor licensed in Florida.

3.4 REMOVAL

The removal of sheet pilings must consist of pulling, sorting, cleaning the interlocks, inventorying and storing previously installed sheet pilings as shown and directed.

3.4.1 Pulling

The method of pulling piling must be approved. Provide pulling holes in pilings, as required. Extractors must be of suitable type and size. Exercise care during pulling of pilings to avoid damaging piling interlocks and adjacent construction. If the Engineer of Record determines that adjacent permanent construction has been damaged during pulling, the Contractor will be required to repair this construction at no additional cost. Pull pilings one sheet at a time. Pilings fused together must be separated prior to pulling, unless the Contractor demonstrates, to the satisfaction of the Engineer of Record, that the pilings cannot be separated. The Contractor will not be paid for the removal of pilings damaged beyond structural use due to proper care not being exercised during pulling.

3.4.2 Sorting, Cleaning, Inventorying and Storing

Pulled pilings must be sorted, cleaned, inventoried and stored by type into groups as:

a. Piling usable without reconditioning.

b. Piling requiring reconditioning.

c. Piling damaged beyond structural use.

3.5 INSTALLATION RECORDS

Maintain a pile driving record for each sheet pile driven. Indicate on the installation record: installation dates and times, type and size of hammer, rate of operation, total driving time, dimensions of driving helmet and cap used, blows required per foot for each foot of penetration, final driving resistance in blows for final 6 inches, pile locations, tip elevations, ground elevations, cut-off elevations, and any reheading or cutting of piles. Record any unusual pile driving problems during driving. Submit complete records to the Engineer of Record.

-- End of Section 314116 --

SECTION 316213 - CONCRETE PILES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes solid, precast concrete piles.

1.3 UNIT PRICES

A. Contract Sum: Base Contract Sum on number and dimensions of piles indicated from tip to cutoff, plus not less than 12 inches of overlength for cutting piles at cutoff elevations.

B. Work of this Section is affected as follows:

1. Additional payment for pile lengths in excess of that indicated, and credit for pile lengths less than that indicated, is calculated at unit prices stated in the Contract, based on net addition or deduction to total pile length as determined by Architect and measured to nearest 12 inches.

    a. Additional payment for splices required to extend pile lengths in excess of that indicated is calculated at unit prices stated in the Contract.

2. Additional payment for number of piles in excess of that indicated, and credit for number of piles less than that indicated, is calculated at unit prices stated in the Contract.
3. Unit prices include labor, materials, tools, equipment, and incidentals for furnishing, driving, cutting off, capping, and disposing of cutoffs.
4. Test piles that become part of permanent foundation system are considered as an integral part of the Work.
5. No payment is made for rejected piles, including piles driven out of tolerance, defective piles, or piles damaged during handling or driving.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For concrete piles. Prepared by or under the supervision of a qualified professional engineer detailing fabrication and lifting devices necessary for handling and driving piles.

1. Indicate pile dimensions, cross sections, locations, and sizes. Show details of pile splices and shoes.
2. Indicate types of reinforcement, including prestressing strand, and detail fabricating, bending, and placing.
3. Indicate layout and dimensions, and identify each pile. Indicate welded connections by AWS standard symbols. Detail cast-in hardware.
4. Indicate transportation, storage, and lifting points.
5. Include arrangement of static pile reaction frame, test and anchor piles, equipment, and instrumentation. Submit structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

C. Delegated-Design Submittal: For concrete piles.

1. Indicate compliance with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer, manufacturer, professional engineer, and testing agency.

B. Welding certificates.

C. Design Mixes: For each concrete mix.

D. Material Certificates: For steel reinforcements and concrete admixtures.

E. Material Test Reports: For concrete materials.

F. Pile-Driving Equipment Data: Include type, make, and rated energy range; weight of striking part of hammer; weight of drive cap; and, type, size, and properties of hammer cushion.

G. Static Pile Test Reports: Submit within three days of completing each test.

H. Pile-Driving Records: Submit within three days of driving each pile.

I. Certified Piles Survey: Submit within seven days of pile driving completion.

J. Field quality-control reports.

K. Preconstruction Photographs: Photographs or video of existing conditions of adjacent construction. Submit before the Work begins.

1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications:

1. Engineering Responsibility: Assumes engineering responsibility to comply with requirements in "Performance Requirements" Article by engaging a qualified professional engineer to prepare design calculations, Shop Drawings, and other structural data for piles.
2. PCI Plant Certification Program: Participates in PCI's Plant Certification Program and is designated a PCI-Certified Plant for C2 product group and category, or better.

B. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1. Installer's responsibility includes engaging a qualified professional engineer to prepare pile-driving records.

C. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

D. Design Practices: Comply with ACI 318 and the recommendations in PCI Committee Report: "Recommended Practice for Design, Manufacture and Installation of Prestressed Concrete Piling."

E. Quality-Control Standard: For manufacturing procedures and testing requirements, quality-control recommendations, and dimensional tolerances for piles, comply with applicable requirements in PCI MNL-116, "Manual for Quality Control for Plants and Production of Structural Precast Concrete Products."

F. Comply with requirements in ACI 301, "Specifications for Structural Concrete."

G. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.4/D1.4M, "Structural Welding Code - Reinforcing Steel."

1.8 PRECONSTRUCTION TESTING

A. General: Static pile tests are used to verify driving criteria and pile lengths and to confirm allowable load of piles.

1. Furnish test piles 60 inches longer than production piles.
2. Determination of actual length of piles is based on results of static pile tests.

B. Pile Tests: Arrange and perform the following pile tests:

1. Axial Compressive Static Load Test: ASTM D 1143/D 1143M. Procedure A, Quick Test.

C. Equip each test pile with two telltale rods, according to ASTM D 1143/D 1143M, for measuring deformation during load test.

D. Provide pile reaction frame, anchor piles, equipment, and instrumentation with enough reaction capacity to perform tests. Notify Architect at least 48 hours in advance of performing tests. On completion of testing, remove testing structure, anchor piles, equipment, and instrumentation.

1. Allow a minimum of seven days to elapse after driving test piles before starting pile testing.
2. Number of Test Piles: As indicated on the drawings.

E. Drive test piles at locations indicated to the minimum penetration or driving resistance indicated. Use test piles identical to those required for Project, and drive with appropriate pile-driving equipment operating at rated driving energy to be used in driving permanent piles.

1. Pile Design Load: As indicated.

F. Approval Criteria: Allowable load shall be the load acting on the test pile when the lesser of the following criteria are met, divided by a factor of safety of 2:

1. Net settlement, after deducting rebound, of not more than 0.01 inch/ton of test load.
2. Total settlement exceeds the pile elastic compression by 0.15 inch, plus 1.0 percent of the tip diagonal dimension.
3. A plunging failure or sharp break in the load settlement curve.

G. Test Pile-Driving Records: Prepare driving records for each test pile, compiled and attested to by a qualified professional engineer. Include same data as required for driving records of permanent piles.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver piles to Project site in such quantities and at such times to ensure continuity of installation. Handle and store piles at Project site to prevent cracking, distorting, warping, or other physical damage, and so markings are visible.

B. Lift and support piles only at designated lifting or supporting points as shown on Shop Drawings.

1.10 FIELD CONDITIONS

A. Protect structures, underground utilities, and other construction from damage caused by pile driving.

B. Site Information: A geotechnical report has been prepared for this Project and is referenced elsewhere in the Project Manual for information only.

C. Preconstruction Photographs: Inventory and record the condition of adjacent structures, underground utilities, and other construction. Document conditions that might be misconstrued as damage caused by pile driving.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements.

2.2 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design piles, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. Structural Performance: Piles shall withstand transportation, erection, and driving stresses and design loads within limits indicated and under conditions existing at Project site.

2.3 MOLD MATERIALS

A. Molds: Provide molds of metal, plastic, wood, or another material that is nonreactive with concrete and that produces required finish surfaces.

2.4 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.

B. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M, as follows:

1. Steel Reinforcement: ASTM A 615/A 615M, Grade 60, deformed.

2.5 CONCRETE MATERIALS

A. General: Limit water-soluble chloride ions in concrete to the maximum percentage by mass of cementitious material permitted by ACI 318, but not more than 0.06 percent.

B. Portland Cement: ASTM C 150, Type II

1. Meet FDOT Specification Section 346 for Class III Concrete in an extremely aggressive environment.

2. Fly Ash: ASTM C 618, Class C or F.
3. Silica Fume: ASTM C 1240, amorphous silica.

C. Blended Hydraulic Cement: ASTM C 595 Type IL

1. Meet FDOT Specification Section 346 for Class III Concrete in an extremely aggressive environment.

D. Normal-Weight Aggregates: Except as modified by PCI MNL-116, ASTM C 33/C 33M. Provide aggregates from single source.

1. Nominal Maximum Size of Aggregate: 3/4 inch (19 mm)

E. Water: Potable, free of deleterious material that may affect color stability, setting, or strength of concrete, and complying with chemical limits of PCI MNL-116.

F. Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. Water-Reducing and Accelerating Admixture: ASTM C 494/C 494M, Type E.
5. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
6. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
7. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.6 PILE ACCESSORIES

A. Pile Shoes: 1-inch thick minimum, carbon-steel plate fabricated to match shape of pile tip.

B. Pile Splices: Manufactured from carbon-steel plates or castings and capable of developing strength of continuous pile at splice location.

2.7 CONCRETE MIXES

A. Prepare design mixes for each type of concrete required.

1. Limit use of fly ash and silica fume to not exceed, in total, 25 percent of portland cement by weight.

B. Design mixes may be prepared by a qualified independent testing agency or by qualified personnel at precast manufacturing plant at precast manufacturer's option.

C. Proportion mixes by either laboratory trial batch or field-test data methods according to ACI 211.1, with materials to be used on Project, to provide normal-weight concrete with the following properties:

1. Compressive Strength (28 Days): 5000 psi
2. Maximum Water-Cementitious Material Ratio: 0.44

2.8 FABRICATION

A. Molds: Accurately construct molds, mortar tight, of sufficient strength to withstand pressures due to concrete placement and temperature changes and for pretensioning and detensioning operations. Maintain molds to provide completed piles of shapes, lines, and dimensions indicated, within fabrication tolerances specified in PCI MNL-116 and PCI MNL-135.

1. Chamfer edges and corners of square piles.

B. Reinforcement: Comply with recommendations in CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement. Clean reinforcement of loose rust and mill scale, earth, and other materials that reduce or destroy bond with concrete.

1. Accurately position, support, and secure reinforcement against displacement by molds, construction, or concrete placement. Locate and support reinforcement by metal chairs, runners, bolsters, spacers, and hangers, as required.
2. Place reinforcement to obtain at least the minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position while placing concrete. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

C. Pile Shoes: Accurately position and secure pile shoes at pile tips so as to not affect pile alignment during driving. Weld pile shoes to longitudinal reinforcements.

D. Pile Splices: Accurately position and secure pile-splice segments requiring embedding in tips of piles.

E. Mix concrete according to PCI MNL-116 and requirements in this Section. After initial concrete batching, no additional water may be added.

F. Place concrete in a continuous operation to prevent seams or planes of weakness from forming in piles. Comply with requirements in PCI MNL-116 for measuring, mixing, transporting, and placing concrete.

1. Thoroughly consolidate placed concrete by internal and external vibration without dislocating or damaging reinforcement and built-in items. Use equipment and procedures complying with PCI MNL-116.
2. Comply with ACI 306.1 procedures for cold-weather concrete placement.
3. Comply with ACI 305R recommendations for hot-weather concrete placement.

G. Identify pickup points of piles with permanent markings that correspond with markings indicated on Shop Drawings. Imprint casting date on each pile.

H. Cure concrete, according to requirements in PCI MNL-116, by moisture retention without heat or by accelerated heat curing using low-pressure live steam or radiant heat and moisture.

I. Finish: Fabricate concrete piles with normal plant-run finish produced in forms that impart a smooth finish to concrete. Small surface holes caused by air bubbles, normal color variations, form joint marks, and minor chips and spalls are tolerated. Major or unsightly imperfections, honeycombs, or structural defects are not permitted.

1. Finish unformed surfaces by trowel unless otherwise indicated. Consolidate concrete, bring to proper level with straightedge, float, and trowel to a smooth, uniform finish.

J. Pile-Length Markings: Mark each pile with horizontal lines at 12-inch intervals; label the distance from pile tip at 60-inch intervals. Maintain markings on piles until driven.

2.9 SOURCE QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to evaluate pile manufacturer's quality-control and testing methods.

1. Allow Owner's testing agency access to material storage areas, concrete production equipment, concrete placement, and curing facilities. Cooperate with Owner's testing agency, and provide samples of materials and concrete mixes as may be requested for additional testing and evaluation.

B. Testing: Test and inspect piles according to PCI MNL-116.

1. Strength of piles will be considered deficient if units fail to comply with requirements.

C. If there is evidence that strength of piles may be deficient or may not comply with PCI MNL-116 requirements, Owner will employ an independent testing agency to obtain, prepare, and test cores drilled from hardened concrete to determine compressive strength according to ASTM C 42/C 42M.

1. A minimum of three representative cores shall be taken from piles of suspect strength, from locations directed by Architect.
2. Cores shall be tested, following immersion in water, in a wet condition per ACI 301 if piles are wet under service conditions.
3. Cores shall be tested in an air-dry condition per ACI 301 if piles are dry under service conditions.
4. Strength of concrete for each series of three cores shall be considered satisfactory if average compressive strength is at least 85 percent of the 28-day design compressive strength and no core compressive strength is less than 75 percent of the 28-day design compressive strength.
5. Test results shall be reported in writing on same day that tests are performed, with copies to Architect, Contractor, and pile manufacturer. Test reports shall include the following:

a. Project identification name and number.
b. Date when tests were performed.
c. Name of precast concrete manufacturer.
d. Name of concrete testing agency.
e. Identification letter, name, and type of pile represented by core tests; design compressive strength; type of break; compressive strength at break, corrected for length-diameter ratio; and direction of applied load to core in relation to horizontal plane of concrete as placed.

D. Patching: If core test results are satisfactory and piles comply with requirements, solidly fill core holes with patching mortar and finish to match adjacent pile surfaces.

E. Piles will be considered defective if they do not pass tests and inspections.

F. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 DRIVING EQUIPMENT

A. Pile Hammer: Air-, steam-, hydraulic-, or diesel-powered type capable of consistently delivering adequate peak-force duration and magnitude to develop the ultimate capacity required for type and size of pile driven and character of subsurface material anticipated.

1. Use pile hammer capable of adjustment to deliver reduced impact to maintain tensile stress within 70 percent of yield strength of pile reinforcement.

B. Hammer Cushions and Driving Caps: Between hammer and top of pile, provide hammer cushion and steel driving cap as recommended by hammer manufacturer and as required to drive pile without damage.

C. Leads: Use fixed, semifixed, or hanging-type pile-driver leads that hold the full length of pile firmly in position and in axial alignment with hammer.

3.2 DRIVING PILES

A. General: Continuously drive piles to elevations or penetration resistance indicated. Establish and maintain axial alignment of leads and piles before and during driving.

B. Heaved Piles: Redrive heaved piles to tip elevation at least as deep as original tip elevation with a driving resistance at least as great as original driving resistance.

C. Pile Splices: Splice piles during installation, and align pile segments concentrically.

D. Driving Tolerances: Drive piles without exceeding the following tolerances, measured at pile heads:

1. Location: 4 inches from location indicated after initial driving, and 6 inches after pile driving is completed.
2. Plumb: Maintain 1 inch in 48 inches from vertical, or a maximum of 4 inches, measured when pile is aboveground in leads.

E. Withdraw damaged or defective piles and piles that exceed driving tolerances, and install new piles within driving tolerances.

1. Fill holes left by withdrawn piles using cohesionless soil material such as gravel, broken stone, and gravel-sand mixtures. Place and compact in lifts not exceeding 72 inches.
2. Fill holes left by withdrawn piles as directed by Architect.

F. Abandon and cut off rejected piles as directed by Architect. Leave rejected piles in place, and install new piles in locations as directed by Architect.

G. Cut off tops of driven piles square with pile axis and at elevations indicated.

H. Buildups: Construct buildups to elevations indicated of cast-in-place reinforced concrete with compressive strength not less than 5000 psi at 28 days.

I. Pile-Driving Records: Maintain accurate driving records for each pile. Include the following data:

1. Project name and number.
2. Name of Contractor.
3. Type of pile and date of casting.
4. Pile location in pile group and designation of pile group.
5. Sequence of driving in pile group.
6. Pile dimensions.
7. Ground elevation.
8. Elevation of tips after driving.
9. Final tip and cutoff elevations of piles after driving pile group.
10. Records of redriving.
11. Elevation of splices.
12. Type, make, model, and rated energy of hammer.
13. Weight and stroke of hammer.
14. Type of pile-driving cap used.
15. Cushion material and thickness.
16. Actual stroke and blow rate of hammer.
17. Pile-driving start and finish times, and total driving time.
18. Time, pile-tip elevation, and reason for interruptions.
19. Number of blows for every 12 inches of penetration, and number of blows per 1 inch for the last 6 inches of driving.
20. Pile deviations from location and plumb.
21. Special procedures used.
22. Unusual occurrences during pile driving.

J. Certified Piles Survey: Engage a land surveyor to prepare a piles survey showing final location of piles in relation to the property survey and existing benchmarks.

1. Notify Architect when deviations from locations exceed allowable tolerances.

3.3 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Tests and Inspections:

1. Dynamic Pile Testing: High-strain dynamic monitoring shall be performed and reported according to ASTM D 4945 during initial driving and during restriking on 3 percent of piles.
2. Low-strain integrity measurement shall be performed and reported for each pile.

C. Piles will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports.

3.4 DISPOSAL

A. Remove withdrawn piles and cutoff sections of piles from site and legally dispose of them off Owner's property.

END OF SECTION 316213

DESIGN CRITERIA

1. STRUCTURE HAS BEEN DESIGNED TO COMPLY WITH:

   FBC 2023
   ASCE 7-22

2. RISK CATEGORY II
3. DEAD LOAD APPLIED CONCURRENT WITH CRANE OUTRIGGER LOAD 50 PSF
4. DEAD LOAD NON-CONCURRENT WITH CRANE OUTRIGGER LOAD 100 PSF
5. MAXIMUM OUTRIGGER LOAD AT CRANE SLAB = 89 TONS (178K)
6. WAVE ACTION LOAD PER ASCE 7-22, SECTION 5.4.4.2

GENERAL

1. DURING THE CONSTRUCTION PERIOD, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF PERSONNEL AND PROPERTY ON AND AROUND THE JOBSITE. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING, BRACING, GUYS, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
2. ALL DRAWINGS ARE CONSIDERED TO BE A PART OF THE CONTRACT DOCUMENTS. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE REVIEW AND COORDINATION OF ALL DRAWINGS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO THE START OF CONSTRUCTION SO A CLARIFICATION CAN BE ISSUED. ANY WORK PERFORMED IN CONFLICT WITH THE CONTRACT DOCUMENTS AND CODE REQUIREMENTS SHALL BE CORRECTED BY THE CONTRACTOR AT THEIR OWN EXPENSE AND AT NO EXPENSE TO THE OWNER OR ARCHITECT.
3. STRUCTURAL SUBSTITUTIONS MAY BE ALLOWED WITH THE APPROVAL OF THE STRUCTURAL ENGINEER. SUPPLIER SHALL PROVIDE SEALED DESIGN CALCULATIONS OR SUITABLE PRODUCT LITERATURE FOR THE COMPONENTS. ALL PRODUCT SUBSTITUTIONS SHALL INCLUDE A CODE EVALUATION REPORT SPECIFIC TO THE BUILDING CODE LISTED IN THE DESIGN CRITERIA.
4. ALL DIMENSIONS AND SITE CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR AT THE JOBSITE PRIOR TO CONSTRUCTION, START OF SHOP DRAWINGS, AND/OR FABRICATION OF MATERIALS. IF DISCREPANCIES ARE ENCOUNTERED, OR CONDITIONS DEVELOP THAT ARE NOT COVERED BY THE CONTRACT DOCUMENTS, THE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION.
5. CONTRACTOR SHALL PROVIDE AND BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ADJACENT EXISTING SURFACES AND AREAS WHICH MAY BE DAMAGED AS A RESULT OF NEW WORK.
6. STRUCTURAL DRAWINGS INCLUDE DESIGN REQUIREMENTS AND DIMENSIONS FOR STRUCTURAL INTEGRITY BUT DO NOT SHOW ALL DETAIL DIMENSIONS TO FIT INTRICATE ARCHITECTURAL AND MECHANICAL DETAILS. CONTRACTOR SHALL CONSTRUCT THE WORK SO IT WILL CONFORM TO THE CLEARANCES REQUIRED BY ARCHITECTURAL, MECHANICAL AND ELECTRICAL DESIGN.
7. ALL SYMBOLS AND ABBREVIATIONS USED ON THE DRAWINGS ARE CONSIDERED TO BE CONSTRUCTION STANDARDS. IN CLARIFICATION, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
8. DO NOT SCALE DRAWINGS, USE DIMENSIONS.
9. TYPICAL DETAILS SHALL APPLY TO SITUATIONS OCCURRING ON THE PROJECT THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY REFERENCED. WHERE NO DETAILS ARE GIVEN, CONSTRUCTION SHALL BE AS SHOWN FOR SIMILAR WORK.
10. THE CONTRACT DOCUMENTS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE AND SAFETY OF WORKMEN DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING AND SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC. OBSERVATION VISITS TO THE SITE BY THE ARCHITECT OR STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OR APPROVAL OF THE ABOVE ITEMS AND DO NOT IN ANY WAY RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITIES FOR THE ABOVE.
11. SEE ARCHITECTURAL, ELECTRICAL AND MECHANICAL DRAWINGS FOR DETAILS, CONDITIONS, PITS, TRENCHES, PADS, DEPRESSIONS, ROOFFLOOR OPENINGS, STAIRS, SLEEVES, ITEMS TO BE EMBEDDED OR ATTACHED TO STRUCTURAL ELEMENTS, ETC., NOT SHOWN ON THE STRUCTURAL DRAWINGS.
12. ESTABLISH AND VERIFY ALL OPENINGS AND INSERTS FOR MECHANICAL, ELECTRICAL AND PLUMBING WITH APPROPRIATE TRADE CONTRACTORS. OPENING SIZES AND LOCATIONS SHOWN FOR DUCTS, PIPE, INSERTS AND OTHER PENETRATIONS WHEN SHOWN ARE FOR GENERAL INFORMATION ONLY. THEY SHALL BE VERIFIED PRIOR TO FORMING.
13. NO HOLES, NOTCHES, BLOCK-OUTS, ETC. ARE ALLOWED IN STRUCTURAL ELEMENTS UNLESS SPECIFICALLY DETAILED ON THE STRUCTURAL DRAWINGS OR APPROVED BY THE STRUCTURAL ENGINEER.
14. PENETRATIONS IN CONCRETE SHALL BE CAST-IN-PLACE AND SHALL NOT BE PERMITTED EXCEPT AS SHOWN IN THE STRUCTURAL DRAWINGS.
15. BEFORE SUBMITTING A PROPOSAL FOR THIS WORK, EACH PARTY SHALL VISIT THE PREMISES AND BECOME FULLY ACQUAINTED WITH CONDITIONS IN FIELD, TEMPORARY CONSTRUCTION REQUIRED, QUANTITIES AND TYPE OF EQUIPMENT, ETC. THE PROPOSAL SHALL INCLUDE ALL SUMS REQUIRED TO DO THE WORK.

SUBMITTALS

1. SUBMITTALS ARE:
   a. CONCRETE MIX DESIGNS
   b. MATERIAL PRODUCT DATA FOR STRUCTURAL MATERIALS
   c. CONCRETE REINFORCING
   d. STEEL FABRICATION AND MISCELLANEOUS METALS
2. SUBMITTALS SHALL BE REVIEWED AND COORDINATED PRIOR TO SUBMITTING TO THE ARCHITECT. EACH SHOP DRAWING SUBMITTED SHALL BE STAMPED INDICATING REVIEW BY THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR AND REVIEW BY THE ARCHITECT SHALL NOT BEGIN UNTIL THIS IS COMPLETE. WORK SHALL NOT BEGIN WITHOUT REVIEW BY THE ARCHITECT/STRUCTURAL ENGINEER
3. SUBMITTALS SHALL BE REVIEWED BY THE ARCHITECT/STRUCTURAL ENGINEER FOR GENERAL CONFORMANCE WITH DESIGN CONCEPT ONLY. NOTATIONS MADE BY THE ARCHITECT/STRUCTURAL ENGINEER ON THE SHOP DRAWINGS/SCALES NOT RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE REQUIREMENTS OF THE DRAWINGS.
4. FOR ADDITIONAL INFORMATION ON REQUIRED SUBMITTALS, SEE INDIVIDUAL MATERIAL SECTIONS.

DEFERRED SUBMITTALS

1. DEFERRED SUBMITTALS PER SECTION 107.3.4.1 SHALL BE SUBMITTED TO THE BUILDING OFFICIAL AND THE DESIGN PROFESSIONALS AND REVIEWED PRIOR TO INSTALLATION.
2. DEFERRED SUBMITTALS ARE:
   a. EXCAVATION, SHORING, AND UNDERPINNING
   b. PRECAST CONCRETE PILES
   c. CATHODIC CORROSION PROTECTION SYSTEM
   d. STAIRS, ACCESS LADDERS, HANDRAILS AND GUARDRAILS.
3. ALL DEFERRED SUBMITTALS SHALL BEAR THE STAMP AND SIGNATURE OF THE QUALIFIED PROFESSIONAL ENGINEER, REGISTERED IN THE STATE WHERE THE PROJECT IS LOCATED, RESPONSIBLE FOR THE PREPARATION OF THESE DOCUMENTS.

EARTHWORK

1. FOUNDATION DESIGN IS BASED ON THE GEOTECHNICAL REPORT DATED JANUARY 10, 2025 BY TIERRA, REPORT/PROJECT NO. 4511-23-051 REPORT IS ON FILE WITH THE ARCHITECT.
2. ALL EXCAVATIONS SHALL BE PROPERLY AND SAFELY BACKFILLED. DO NOT PLACE BACKFILLBEHIND RETAINING WALLS BEFORE CONCRETE HAS ATTAINED SPECIFIED COMPRESSIVE STRENGTH. CONTRACTOR SHALL BRACE OR PROTECT ALL WALLS BELOW GRADE FROM LATERAL LOADS UNTIL SUPPORTING FLOORS ARE COMPLETELY IN PLACE AND HAVE ATTAINED 7-DAY STRENGTH MINIMUM. BACKFILLING IS NOT PERMITTED FOR FOUNDATION WALLS UNTIL SUPPORTED SLAB TOP AND BOTTOM IS IN PLACE OR THE WALL IS ADEQUATELY BRACED TO RESIST LATERAL LOADS. CONTRACTOR SHALL PROVIDE FOR DESIGN, PERMITS, AND INSTALLATION OR SHORING AND/OR SHEETING.
3. WHERE THERE IS NOT SUFFICIENT SPACE FOR SLOPED EMBANKMENTS, SHORING WILL BE REQUIRED. SEE THE GEOTECHNICAL REPORT FOR INFORMATION REGARDING THE DESIGN AND INSTALLATION OF THE SHORING. SHORING THAT IS NOT PART OF THE PERMANENT BUILDING SUPPORT IS THE CONTRACTOR'S RESPONSIBILITY AND OUTSIDE THIS PERMIT.
4. CARE SHALL BE EXERCISED WHEN EXCAVATING OR GRADING ADJACENT TO EXISTING STRUCTURES OR IMPROVEMENTS TO NOT DAMAGE OR UNDERMINE FOUNDATIONS, WALLS, SLABS, UTILITIES, ETC.
5. CONTRACTOR SHALL INVESTIGATE SITE DURING CLEARING AND EARTHWORK OPERATIONS FOR FILL MATERIAL OR BURIED STRUCTURES SUCH AS CESSPOOLS, CISTERNS AND FOUNDATIONS. IF ANY SUCH MATERIAL OR STRUCTURES ARE FOUND, ARCHITECT/ENGINEER SHALL BE NOTIFIED IMMEDIATELY. ALL ABANDONED FOUNDATIONS, UTILITIES AND OTHER STRUCTURES THAT INTERFERE WITH NEW CONSTRUCTION SHALL BE REMOVED.
6. ALL SLABS ON GRADE SHALL BE PLACED ONTO FIRM UNDISTURBED SOIL OR CONTROLLED COMPACTED FILL. REMOVING ANY EXISTING FILL, ORGANIC MATERIAL, OR UNSUITABLE SOILS, AS RECOMMENDED BY THE GEOTECHNICAL REPORT. EXPOSED NATURAL SOIL SHALL BE PROOF ROLLED BELOW SLABS ON GRADE.
7. THE PREPARATION OF THE SUBGRADE FOR THE SLAB ON GRADE SHALL BE IN STRICT ACCORDANCE WITH THE PROJECT GEOTECHNICAL REPORT REFERENCED ABOVE. ANY TESTS, INSPECTIONS, FIELD OBSERVATIONS OR APPROVAL FROM THE GEOTECHNICAL ENGINEER SHALL BE PERFORMED PRIOR TO PLACEMENT OF FOUNDATION REINFORCING STEEL OR CONCRETE. ALTERATIONS TO SITE PREPARATION OR GRADING SHALL BE REPORTED TO THE ENGINEER PRIOR TO FOUNDATION CONSTRUCTION. THE CONTRACTOR SHALL DIRECT QUESTIONS REGARDING THE SUBGRADE PREPARATION REQUIREMENTS TO THE GEOTECHNICAL ENGINEER.
8. PRECAST PILE AND SHEET PILE ELEVATIONS SHOWN DESIGNATE A MINIMUM DEPTH WHERE AN ADEQUATE SOIL BEARING STRATUM IS EXPECTED. PRECAST PILES AND SHEET PILES SHALL BE LOWERED OR EXTENDED AS REQUIRED TO REACH SOIL MEETING THE DESIGN BEARING STRENGTH.
9. ANY REQUIRED IMPORT FILL SOIL SHALL HAVE A LOW POTENTIAL FOR EXPANSION AND SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO IMPORTING.

REINFORCING STEEL

1. REINFORCING STEEL SHALL BE DETAILED AND PLACED IN CONFORMANCE WITH THE AMERICAN CONCRETE INSTITUTE "ACI DETAILING MANUAL" (SP-066) EXCEPT AS OTHERWISE SHOWN, NOTED OR SPECIFIED.
2. CONCRETE REINFORCING STEEL SHALL BE HIGH STRENGTH NEW BILLET STEEL CONFORMING TO THE FOLLOWING STANDARDS:

DEFORMED BARS	ASTM A615, GR 60	Fy = 60 KSI
DEFORMED BARS IN SFRS	ASTM A706, GR 60	Fy = 60 KSI
WELDED WIRE REINFORCING	ASTM A1064	Fy = 65 KSI
DEFORMED BAR ANCHORS	ASTM A1064	Fy = 70 KSI
WELDED BARS, DEFORMED	ASTM A706, GR 60	Fy = 60 KSI

3. MINIMUM CONCRETE COVER SHALL BE PROVIDED AS FOLLOWS TO THE OUTERMOST REINFORCING BARS:

CAST AGAINST AND PERMANENTLY IN CONTACT WITH GROUND	3"
EXPOSED TO WEATHER OR IN CONTACT WITH GROUND	
#6 BARS OR LARGER	2"
#5 BARS OR SMALLER	1 1/2"

4. WELDING OF REINFORCING BARS TO BE IN ACCORDANCE WITH AWS D1.4.
5. DEFORMED BAR ANCHORS (DBA) SHALL BE AUTOMATICALLY END WELDED WITH SUITABLE WELDING EQUIPMENT IN THE SHOP OR IN THE FIELD. WELDING SHALL BE IN ACCORDANCE WITH THE MANUFACTURER.
6. SUPPORTS FOR REINFORCEMENT SHALL HAVE CLASS 2 PROTECTION AS DEFINED IN THE CRSI MANUAL OF STANDARD PRACTICE, UNLESS OTHERWISE NOTED.
7. CONTINUOUS HORIZONTAL REINFORCING SHALL BE LAPPED AT MIDSPAN FOR TOP BARS AND DIRECTLY OVER SUPPORTS FOR BOTTOM BARS. AT DISCONTINUOUS ENDS, THE TOP STEEL SHALL BE BENT DOWN 12 BAR DIAMETERS OR 12" MINIMUM, WHICHEVER IS GREATER.
8. FOR MAT FOUNDATIONS, AT DISCONTINUOUS ENDS, THE TOP STEEL SHALL BE BENT DOWN 12 BAR DIAMETERS OR 12" MINIMUM, WHICHEVER IS GREATER.
9. WHERE REINFORCEMENT LENGTH IS SPECIFIED, NO SPLICES ARE PERMITTED WITHIN THE SPECIFIED LENGTH WITHOUT APPROVAL BY THE STRUCTURAL ENGINEER.
10. CUTTING OF REINFORCING WHICH CONFLICTS WITH EMBEDDED OBJECTS OR SLEEVES IS NOT ACCEPTABLE.
11. REINFORCING BARS SHALL BE BENT COLD, AND NO METHOD OF FABRICATION SHALL BE USED WHICH WOULD BE INJURIOUS TO THE MATERIAL. HEATING OF BARS FOR BENDING IS NOT PERMITTED. BARS SHALL NOT BE STRAIGHTENED AND RE-BENT.
12. FIELD WELDING OR BENDING OF REINFORCING IS NOT PERMITTED EXCEPT AS INDICATED ON THE DRAWINGS OR AS APPROVED BY THE STRUCTURAL ENGINEER. NO TACK WELDING OF REINFORCING BARS IS ALLOWED.
13. USE TEMPLATES TO SET ALL EMBEDDED ANCHOR BOLTS, LEVELING PLATES, AND DOWEL BARS AS REQUIRED OR INDICATED ON THE DRAWINGS.
14. SUBMIT SHOP DRAWINGS FOR FABRICATION AND PLACEMENT OF REINFORCING STEEL. INCLUDE SCHEDULES AND MARKINGS OF BENT BARS AND SHOW ARRANGEMENT OF REINFORCEMENT, INCLUDING CONCRETE COVER. STRUCTURAL ENGINEER'S REVIEW WILL BE FOR COMPLIANCE WITH DESIGN REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING DIMENSIONS AND QUANTITIES.
15. ALL CONCRETE NOT OTHERWISE SPECIFIED SHALL BE REINFORCED TO THE MINIMUM REQUIREMENT OF ACI 318.

CAST-IN-PLACE CONCRETE

1. ALL CONCRETE WORK SHALL CONFORM TO THE CORRESPONDING EDITION OF THE AMERICAN CONCRETE INSTITUTE PUBLICATIONS: ACI 117, ACI 301, ACI 305.1, ACI 306.1, ACI 308.1, ACI 318 AND SP-066, UNLESS OTHERWISE NOTED.
2. CONCRETE MATERIALS SHALL CONFORM TO:

CEMENT*	ASTM C150, TYPE II
BLENDED HYDRAULIC CEMENT*	ASTM C595, TYPE IL
FLY ASH	ASTM C618, TYPE C OR F
FINE AND COARSE AGGREGATE	ASTM C33
WATER	POTABLE
AIR-ENTRAINING ADMIXTURE	ASTM C260
WATER REDUCING ADMIXTURE	ASTM C494

*CONCRETE MIX DESIGN IS REQUIRED TO MEET FDOT SPECIFICATION SECTION 346 FOR CLASS III CONCRETE IN AN EXTREMELY AGGRESSIVE ENVIRONMENT.

3. MINIMUM CONCRETE STRENGTH 5,000 PSI
   ALL CONCRETE SHALL BE NORMAL-WEIGHT 145 POUNDS PER CUBIC FOOT AND ALL STRENGTHS GIVEN AS 28-DAY STRENGTH UNLESS OTHERWISE NOTED.
4. THE MODULUS OF ELASTICITY OF ALL CONCRETE SHALL EXCEED 57,000 SQRT(f'c) FOR NORMAL-WEIGHT CONCRETE OR $w_c^{1.5}$ 33 SQRT(f'c).
5. DRYPACK OR GROUT SHALL HAVE A MINIMUM 28-DAY STRENGTH OF 7000 PSI.
6. SLAB-ON-GRADE CONSTRUCTION: SLAB-ON-GRADE NOT BY IMEG. SAWCUT CONTROL JOINTS ARE NOT REQUIRED AT CONCRETE APRON ADJACENT TO CRANE PAD.
7. CROSS REFERENCE ARCHITECTURAL AND STRUCTURAL DRAWINGS TO ENSURE PROPER DIMENSIONS AND PLACEMENT OF ALL ANCHOR BOLTS, INSERTS, NOTCHES, AND EDGES OF WALLS/FOUNDATIONS PRIOR TO PLACING CONCRETE.
8. NO MORE THAN 90 MINUTES SHALL ELAPSE BETWEEN CONCRETE BATCHING AND CONCRETE PLACEMENT, UNLESS APPROVED BY THE ENGINEER OR AUTHORIZED TESTING AGENCY
9. CONSTRUCTION JOINTS SHALL BE CLEAN BEFORE CONCRETE PLACEMENT. LOCATION TO BE APPROVED BY THE STRUCTURAL ENGINEER. SUBMIT LOCATION PLAN OF ALL PROPOSED JOINTS NOT INDICATED ON DRAWINGS FOR APPROVAL PRIOR TO BEGINNING WORK. WHERE CONSTRUCTION JOINTS ARE NOTED ON DETAIL AS ROUGHENED, COLD JOINT SHALL BE THOROUGHLY ROUGHENED TO 1/4 " AMPLITUDE BY SAND BLASTING OR MECHANICAL MEANS.
10. PRIOR TO PLACING CONCRETE, THE CONTRACTOR SHALL ENSURE ALL REINFORCING AND EMBEDMENTS, INCLUDING COLUMN ANCHOR BOLTS, ARE PROPERLY LOCATED AND SECURELY TIED IN PLACE.
11. CONFIRM WITH ARCHITECT THAT MATERIALS TO BE EMBEDDED ARE SUITABLE FOR EMBEDMENT IN CONCRETE.
12. CONDUIT, PIPES, AND SLEEVES EMBEDDED IN CONCRETE SHALL CONFORM TO REQUIREMENTS OF ACI 318, SECTIONS 20.7 AND 26.8.
13. INTERNALLY VIBRATE ALL CAST-IN-PLACE CONCRETE EXCEPT SLABS-ON-GRADE WHICH NEED ONLY BE VIBRATED AROUND UNDER FLOOR DUCTS AND OTHER EMBEDDED ITEMS, CURBS AND EDGES OF SLAB STEPS. VIBRATE TOPS OF COLUMNS.
14. REMOVE ALL DEBRIS FROM FORMS BEFORE PLACING CONCRETE. CONCRETE SHALL NOT BE DROPPED THROUGH REINFORCING STEEL (AS IN WALLS AND COLUMNS) SO AS TO CAUSE SEGREGATION OF AGGREGATES. UNCONFINED FALL OF CONCRETE SHALL NOT EXCEED 5 FEET. CARE SHALL BE TAKEN IN PLACING SLABS ON GRADE SO AS NOT TO DISTURB FILL MATERIAL.
15. IF CONCRETE IS PLACED BY PUMPING, SUPPORT SHALL BE PROVIDED FOR THE HOSE. THE HOSE SHALL NOT BE ALLOWED TO RIDE ON THE REINFORCING AND OTHER EMBEDDED ITEMS.
16. PROTECT CONCRETE FROM DAMAGE OR REDUCED STRENGTH DUE TO COLD OR HOT WEATHER IN ACCORDANCE WITH ACI 305 AND 306 AND ACI 318 SECTIONS 26.5.4 AND 26.5.5.
17. CONCRETE SLABS SHALL BE CURED BY KEEPING CONTINUOUSLY WET FOR 7 DAYS. FORMS FOR CONCRETE WALLS SHALL BE LEFT IN PLACE FOR 7 DAYS OR MAY BE STRIPPED AFTER 3 DAYS AND COATED WITH AN APPROVED CURING COMPOUND.
18. NO LOADS SHALL BE PLACED ON STRUCTURAL CONCRETE SLABS WITHIN 7 DAYS AFTER CONCRETE IS PLACED. AFTER CONCRETE IS PLACED, IN NO CASE SHALL THE SUPERIMPOSED CONSTRUCTION LOADS BE GREATER THAN SPECIFIED DESIGN LIVE LOADS, UNLESS THE WORK IS SHORED.
19. NOTIFY THE ARCHITECT/STRUCTURAL ENGINEER 48 HOURS MINIMUM PRIOR TO ALL CONCRETE PLACEMENT.
20. CONTRACTOR SHALL SURVEY ALL CONCRETE WORK WITHIN 48 HOURS OF PLACING CONCRETE TO ENSURE PLACEMENT IS IN ACCORDANCE WITH PROJECT REQUIREMENTS.
21. THE DESIGN AND ENGINEERING OF FORMWORK, SHORING AND RESHORING, AS WELL AS THEIR CONSTRUCTION, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. FORMS SHALL BE DESIGNED TO HAVE SUFFICIENT STRENGTH TO SAFELY WITHSTAND THE LOADS RESULTING FROM PLACEMENT AND VIBRATION OF THE CONCRETE AND SHALL ALSO BE DESIGNED FOR SUFFICIENT RIGIDITY TO MAINTAIN SPECIFIED TOLERANCES. CONTRACTOR SHALL SUBMIT DETAILED FORMWORK SHOP DRAWINGS TO THE ARCHITECT TO BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN CONCEPT ONLY.
22. CORING OF CONCRETE IS NOT PERMITTED UNLESS APPROVED BY THE STRUCTURAL ENGINEER.
23. NO CONCRETE SHALL BE PLACED ONTO OR AGAINST SUBGRADES CONTAINING FREE WATER, FROST, ICE OR SNOW.
24. THE PROPOSED MATERIALS AND MIX DESIGN SHALL BE FULLY DOCUMENTED AND REVIEWED BY THE TESTING AGENCY. RESPONSIBILITY FOR OBTAINING THE REQUIRED DESIGN STRENGTH IS THE CONTRACTOR'S. SUBMIT TEST DATA ON EACH PROPOSED MIX FOR REVIEW IN ACCORDANCE WITH THE APPLICABLE CODE. MIX DESIGNS SUBMITTED WITHOUT THE REQUIRED TEST DATA WILL BE RETURNED WITHOUT REVIEW.

SHEET PILES

1. USE VIBRATOR TYPE EQUIPMENT TO INSTALL THE SHEET PILING.
2. VERTICAL ALIGNMENT - INSTALL NOT MORE THAN 2 DEGREES OUT OF VERTICAL.
3. HORIZONTAL ALIGNMENT - MAY NOT VARY MORE THAN 2" FROM DESIGN.
4. ELEVATION - DRIVE SHEETS TO WITHIN 1/4" OF DESIGN ELEVATION.
5. USE CARE WHEN EXCAVATING THE BASIN - INSTALL PROTECTIVE MEASURES OR OTHERWISE CONDUCT EXCAVATION IN A WAY THAT DOES NOT DAMAGE THE SHEET PILES OR THEIR COATINGS.
6. FOR SHEETING PILES (AZ OR PS STEEL SHEET PILE STYLE AS NOTED ON PLANS), SHOP COAT BOTH SIDES WITH EPOXY COAL TAR. COAL TAR SHALL BE APPLIED TO THE UPPER 40 FEET OF THE SHEET PILE. REFER TO COAL TAR EPOXY NOTES COATING REQUIREMENTS. HANDLE, STORE, AND INSTALL IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
7. DELETED

DRIVEN PRECAST PILES

1. SEE THE GEOTECHNICAL REPORT FOR ALL DRIVEN PILE REQUIREMENTS.
2. PILE LOAD TESTS SHALL BE PERFORMED PER THE PROJECT SPECIFICATIONS AND ASTM D114.3.
3. DEVIATIONS IN PILE LOCATIONS OR ELEVATIONS SHALL BE REPORTED IMMEDIATELY TO THE STRUCTURAL ENGINEER. ALL REDESIGN COSTS DUE TO PILE LOCATION SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. DRIVEN PILES SHALL BE PROVIDED AS FULL LENGTH.
5. DRIVEN PILES SHALL BE INSTALLED TO WITHIN THE FOLLOWING TOLERANCES:
   PLUMB WITHIN 2%
   PILE CENTERLINE WITHIN 4".
   BATTER ANGLE WITHIN 4%
6. PILE TIP ELEVATIONS INDICATED ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE USED FOR BIDDING PURPOSES ONLY. ACTUAL PILE LENGTHS WILL BE DETERMINED IN THE FIELD FROM THE ACTUAL LENGTH BASED ON DRIVING CRITERIA. THE GEOTECHNICAL ENGINEER AND TESTING AND INSPECTION AGENCY SHALL DETERMINE THE FINAL LENGTHS REQUIRED TO PROVIDE THE REQUIRED PILE LOAD CAPACITIES BASED ON THE CONDITIONS ENCOUNTERED DURING DRIVING.
7. PILES SHALL BE DESIGNED TO PROVIDE THE REQUIRED LOAD CAPACITIES SHOWN ON PLANS WITH A 1" MAXIMUM VERTICAL SETTLEMENT AT ANY PILE AND A 1/2" MAXIMUM VERTICAL DIFFERENTIAL SETTLEMENT AT ANY PILE AND A 1/2" MAXIMUM VERTICAL DIFFERTIAL SETTLEMENT BETWEEN ANY TWO ADJACENT PILES UON.
8. THE TESTING AND INSPECTION AGENCY AND INSTALLING CONTRACTOR SHALL KEEP A RECORD OR LOG OF EACH PILE AS INSTALLED SHOWING LOCATION, NUMBER OF BLOWS PER FOOT IN THE LAST 5 FEET OF PENETRATION, NUMBER OF BLOWS PER INCH FOR THE FINAL 6" OF PENETRATION, SPLICES, AND ANY OTHER PERTINENT INFORMATION.
9. PILE SHALL BE PRE-AUGURED WHEN SPECIFIED OR RECOMMENDED BY THE GEOTECHNICAL ENGINEER TO REDUCE VIBRATIONS WHILE DRIVING. PILES SHALL BE DRIVEN TO COMPLETION IMMEDIATELY AFTER PRE-AUGER.
10. THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY IF OBSTRUCTIONS ARE ENCOUNTERED WHILE DRILLING PILES.
11. PILE CONTRACTOR SHALL SUBMIT CALCULATIONS FOR DESIGN OF PILES. THOSE CALCULATIONS SHALL BE SIGNED AND SEALED BY AN ENGINEER LICENSED IN THE PROJECT'S JURISDICTION.
12. PILE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR REVIEW SHOWING DIMENSIONED PILE LAYOUT PLAN AND INSTALLATION SEQUENCE, PILE SPLICE DETAILS, AND DRIVING POINTS.
13. PRECAST CONTRACTOR SHALL ENGAGE AN ENGINEER LICENSED IN THE PROJECT'S JURISDICTION TO DESIGN THE CONNECTIONS AND MEMBERS AND SUBMIT SIGNED AND SEALED DRAWINGS AND STRUCTURAL CALCULATIONS PRIOR TO FABRICATION. THE CERTIFICATION OF DOCUMENTS BY THE PRECAST CONTRACTOR IMPLIES ACCEPTANCE OF DESIGN RESPONSIBILITY.
14. CONCRETE MIX DESIGN IS REQUIRED TO MEET FDOT SPECIFICATION SECTION 346 FOR CLASS III CONCRETE IN AN EXTREMELY AGGRESSIVE ENVIRONMENT.
15. CONCRETE USED FOR MANUFACTURE OF PRECAST ELEMENTS SHALL HAVE A MINIMUM STRENGTH OF 5000 PSI. THE MINIMUM STRENGTH OF CONCRETE AT TRANSFER SHALL BE 3500 PSI.
16. ALL PRECAST CONCRETE UNITS SHALL HAVE REACHED THEIR DESIGN STRENGTH PRIOR TO SHIPMENT TO SITE.
17. CONTRACTOR SHALL PROVIDE ALL NECESSARY INSERTS, ADDITIONAL REINFORCING, BRACING AND LIFTING EQUIPMENT AS REQUIRED TO LIFT AND HANDLE MEMBERS SAFELY AND WITHOUT CRACKING OR DAMAGE.
18. DRIVEN PILES SHALL HAVE MINIMUM NET ALLOWABLE SERVICE LOAD CAPACITY OF 185 K. THE ESTIMATED MAXIMUM COMPRESSIVE LOAD CAPACITY OF AN 18"x18" PRECAST PILE IS 174 K. THE REQUIRED CAPACITY (185 K) MUST BE VERIFIED THROUGH TESTING.
19. CONTRACTOR SHALL FABRICATE AND INSTALL 3 TEST PILES PRIOR TO FABRICATING THE BALANCE OF THE PILES. ONCE WRITTEN VERIFICATION OF THE TESTED STRENGTH OF THE TEST PILES HAS BEEN SUBMITTED AND REVIEWED BY IMEG, THE BALANCE OF THE PILES MAY BE FABRICATED AND INSTALLED.

MINIMUM PERMITTED CENTER TO CENTER SPACING	12'-0"
MINIMUM	18"x18"
SKIN FRICTION AND END BEARING PER GEOTECHNICAL REPORT	

TESTING, INSPECTIONS, AND OBSERVATIONS

1. THE STRUCTURAL ENGINEER DOES NOT PROVIDE INSPECTIONS OF CONSTRUCTION. STRUCTURAL ENGINEER MAY MAKE PERIODIC OBSERVATIONS OF THE CONSTRUCTION. SUCH OBSERVATIONS SHALL NOT REPLACE REQUIRED INSPECTIONS BY THE GOVERNING AUTHORITIES OR SERVE AS "SPECIAL INSPECTIONS" AS MAY BE REQUIRED BY CHAPTER 17 OF THE INTERNATIONAL BUILDING CODE.
2. UNLESS NOTED, MATERIALS SHALL CONFORM AND TESTS AND INSPECTIONS SHALL BE PERFORMED BY THE INSPECTION AGENCY WHO IS APPROVED THE ARCHITECT AND THE STRUCTURAL ENGINEER. CONTINUOUS AND PERIODIC TESTING AND INSPECTION SHALL CONFORM TO IBC CHAPTER 17, AND AS FOLLOWS:

A. DRIVEN DEEP FOUNDATIONS	1704.8 1705.7
B. CONCRETE CONSTRUCTION	1704.4 1705.3
C. STEEL CONSTRUCTION	1704.3 1705.2 CHAPTER N OF AISC 360
D. SOILS	1704.7 1705.6

3. SEE ARCHITECTURAL, CIVIL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS OR SPECIFICATIONS FOR TESTING AND INSPECTION REQUIREMENTS OF NON-STRUCTURAL COMPONENTS.
4. DUTIES OF THE INSPECTION AGENCY PER IBC CHAPTER 17:
   A. SUBMIT A PROPOSED TESTING AND INSPECTION PROGRAM TO THE OWNER, THE ARCHITECT AND THE STRUCTURAL ENGINEER FOR REVIEW AND APPROVAL AT LEAST TWO WEEKS PRIOR TO COMMENCEMENT OF WORK.
   B. PERFORM ALL TESTING AND INSPECTION REQUIRED PER APPROVED TESTING AND INSPECTION PROGRAM.
   C. FURNISH INSPECTION REPORT TO THE BUILDING OFFICIAL, THE OWNER, THE ARCHITECT, STRUCTURAL ENGINEER AND THE GENERAL CONTRACTOR. THE REPORTS SHALL BE COMPLETED AND FURNISHED WITHIN 48 HOURS OF INSPECTED WORK.
   D. SUBMIT A FINAL SIGNED REPORT STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS, TO THE BEST OF THE SPECIAL INSPECTION AGENCY'S KNOWLEDGE, IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.
5. SPECIAL INSPECTIONS AND TESTS ARE REQUIRED FOR MATERIALS AND SYSTEMS REQUIRED TO BE INSTALLED IN ACCORDANCE WITH ADDITIONAL MANUFACTURER 'S INSTRUCTIONS THAT PRESCRIBE REQUIREMENTS NOT CONTAINED IN CHAPTER 17 OF THE IBC OR IN STANDARDS REFERENCED BY THE IBC.

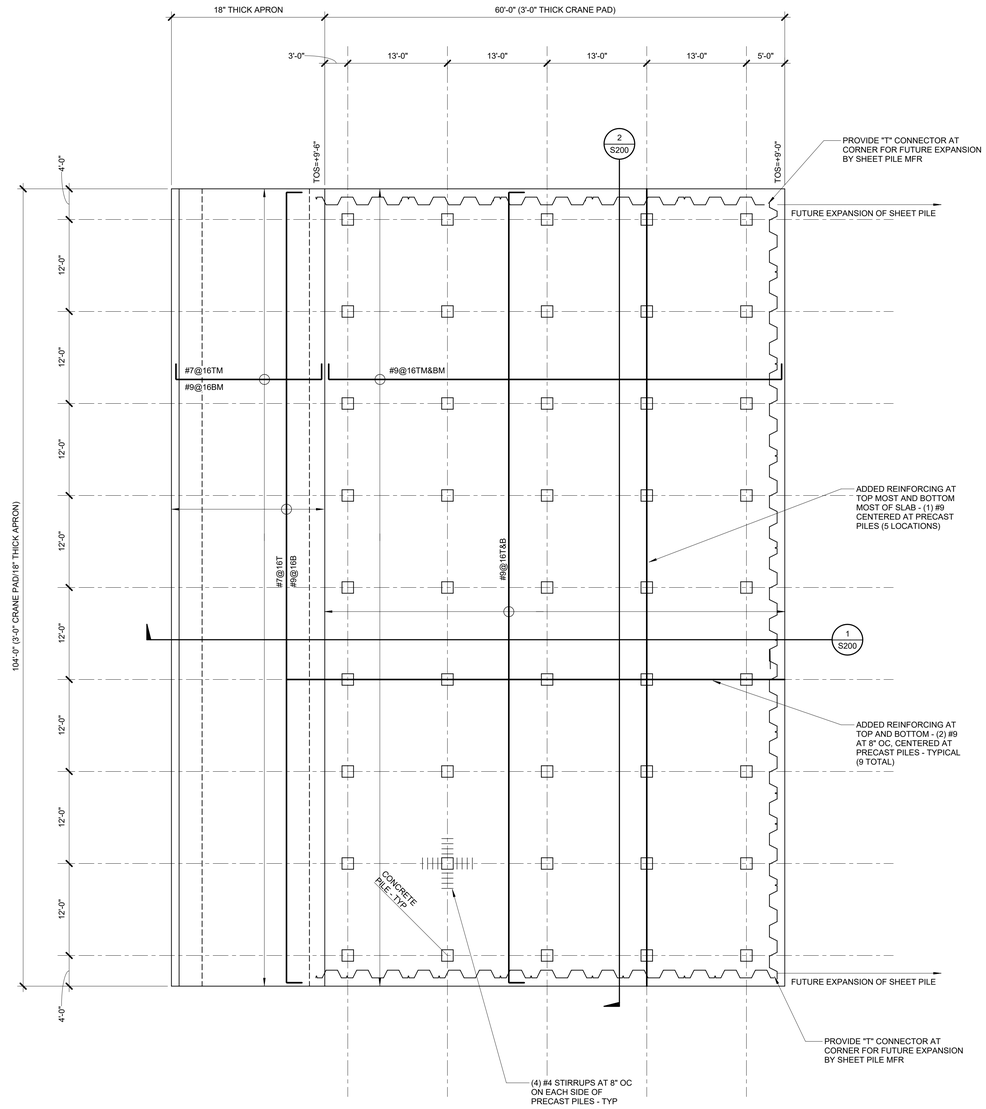
CATHODIC PROTECTION SYSTEM DELEGATED DESIGN

REMOVED FROM PROJECT

1

COAL TAR EPOXY COATING - SHEET PILE NOTES

1. GENERAL
   A. PROVIDE COAL TAR EPOXY COATING SYSTEM FOR ALL STEEL SHEET PILES.
   B. COATING SYSTEM SHALL COMPLY WITH SSPC PAINT 16 AND APPLICABLE SSPC/NACE SURFACE PREPARATION STANDARDS.
   C. COATING SYSTEM SHALL BE SUITABLE FOR IMMERSION AND SPLASH ZONE SERVICE.
   D. APPLY COATING IN STRICT ACCORDANCE WITH MANUFACTURER 'S WRITTEN INSTRUCTIONS.
2. SURFACE PREPARATION
   A. REMOVE ALL OIL, GREASE, DIRT, AND CONTAMINANTS IN ACCORDANCE WITH SSPC-SP 1.
   B. ABRASIVE BLAST CLEAN ALL SURFACES TO SSPC-SP 10 / NACE NO. 2 NEAR-WHITE METAL.
   C. PROVIDE SURFACE PROFILE OF 2.0 TO 4.0 MILS.
   D. PERFORM S



TRUE NORTH GRID NORTH

1 FOUNDATION PLAN AT CRANE PAD

1/8" = 1'-0"

CRANE PAD PLAN NOTES:

1. SEE CIVIL DRAWINGS FOR CRANE PAD LOCATION.
2. T.O.S. INDICATES TOP OF CONCRETE SLAB ELEVATION (UON). VERIFY ELEVATIONS WITH CIVIL DRAWINGS.
3. (DELETED) 1
4. SHEET PILES TO BE NZ 28 (17.3" HEIGHT) AS MANUFACTURED BY NUCOR SKYLINE OR APPROVED EQUAL.
5. DRIVE SHEET PILES 20'-0" MIN. INTO SOFT TO FIRM CLAY.
6. FOR BIDDING PURPOSES ASSUME SHEET PILE LENGTH = 55'-0". CONTRACTOR TO PROVIDE ADD AND DEDUCT UNIT PRICES (COST PER SINGLE FOOT) FOR FINAL INSTALLED LENGTHS.
7. FINAL SHEET PILE EMBEDMENT LENGTHS TO BE DETERMINED ON-SITE BY THE GEOTECHNICAL ENGINEER.
8. CONTRACTOR TO DESIGN AND INSTALL (DESIGN-BUILD) A CATHODIC CORROSION PROTECTION SYSTEM (CCPS) FOR SHEET PILES. SHOP DRAWINGS AND CALCULATIONS, SEALED BY A FLORIDA LICENSED ENGINEER, ARE TO BE SUBMITTED FOR APPROVAL. SEE GENERAL NOTES ON S000.
9. PRECAST/PRESTRESSED CONCRETE PILES (DRIVEN PILES) ARE TO BE 18" SQUARE AND ARE TO BE DESIGNED BY THE PRECAST SUPPLIER FOR AN ALLOWABLE LOAD OF 185 K MINIMUM (93.5 TONS). ASSUME A PRECAST CONCRETE PILE BEARING TIP ELEVATION OF -80'+/- TO BE CONFIRMED DURING PILE TESTING. 1
10. PRECAST PILE TO BE LOAD TESTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS (3 PILES MINIMUM).
11. CASTING OF PRODUCTION PILES (NON-LOAD TESTED PILES) IS NOT TO PROCEED UNTIL LOAD TESTS REPORTS ARE REVIEWED AND A WRITTEN REPORT IS SUBMITTED TO AND REVIEWED BY THE STRUCTURAL ENGINEER.
12. AFTER INSTALLATION OF DRIVEN PILES AND SHEET PILES, BACKFILL TO UNDERSIDE OF CRANE SLAB WIITH #57 STONE, #67 STONE OR RECYCLED CONCRETE MEETING FDOT STANDARD SPECIFICATION 901.
13. ONCE CRANE CONCRETE PAD REACHES DESIGN STRENGTH, UNWANTED SEDIMENT AND DEBRIS MAY BE DREDGED.
14. PROVIDE SOIL EXPORT/DISPOSAL FOR ALL SHEET PILES AND HP DRIVEN PILES. 1
15. ANY BOTTOM MAT REBAR THAT IS INTERRUPTED BY THE CONCRETE PILE TO BE SHIFTED TO THE NEAREST EDGE OF THE CONCRETE PILE (BOTH SIDES) AND IS TO RUN CONTINUOUS. PROVIDE ADDED #9 (SHOWN AS CIRCLES) TO EXTEND BETWEEN PRECAST PILES AND LOCATED AT THE BOTTOM OF STIRRUPS AS SHOWN. TYPICAL THROUGHOUT.

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PENSACOLA
FLORIDA'S FIRST & FUTURE

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2023-144 American Magic HQ

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Key Plan

Professional Seals

ZACHARY P. LANE LICENSE NO. 67484 STATE OF FLORIDA PROFESSIONAL ENGINEER

No.	Description	Date
1	Addendum - Prebid RFIs	04/14/2026

THIS DOCUMENT IS CONFIDENTIAL PURSUANT TO CHAPTER 119, FLORIDA STATUTES

Project No: 23015099.00

Sheet Title

FOUNDATION PLAN AT CRANE PAD

Original is 42 x 30. Do not scale contents of this drawing.

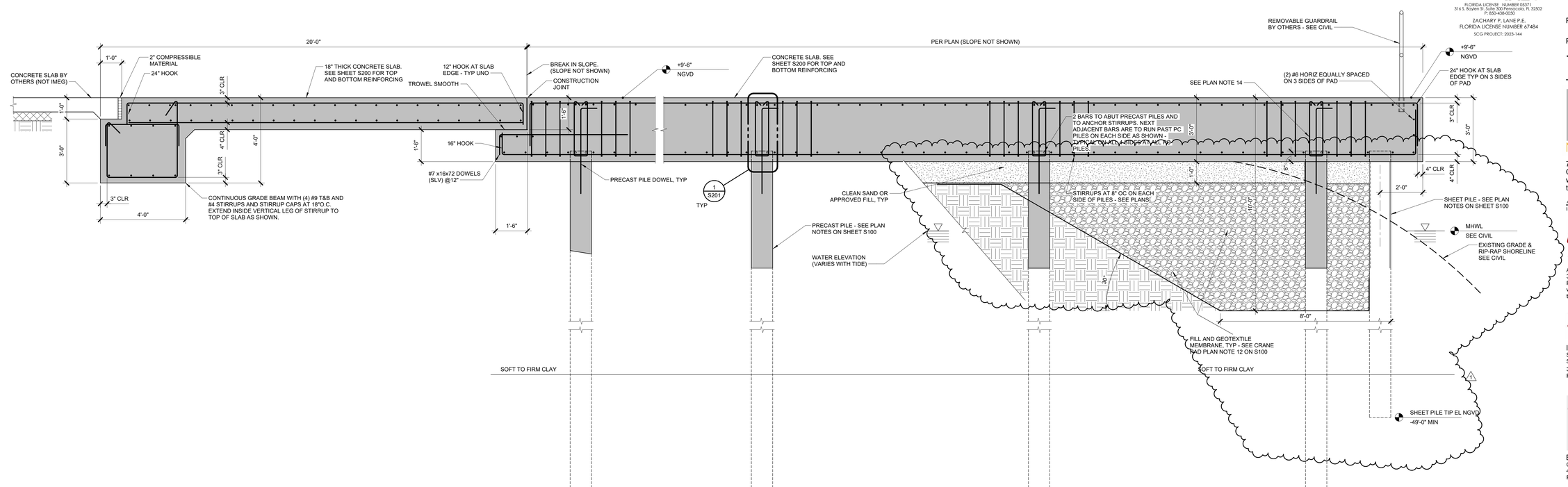
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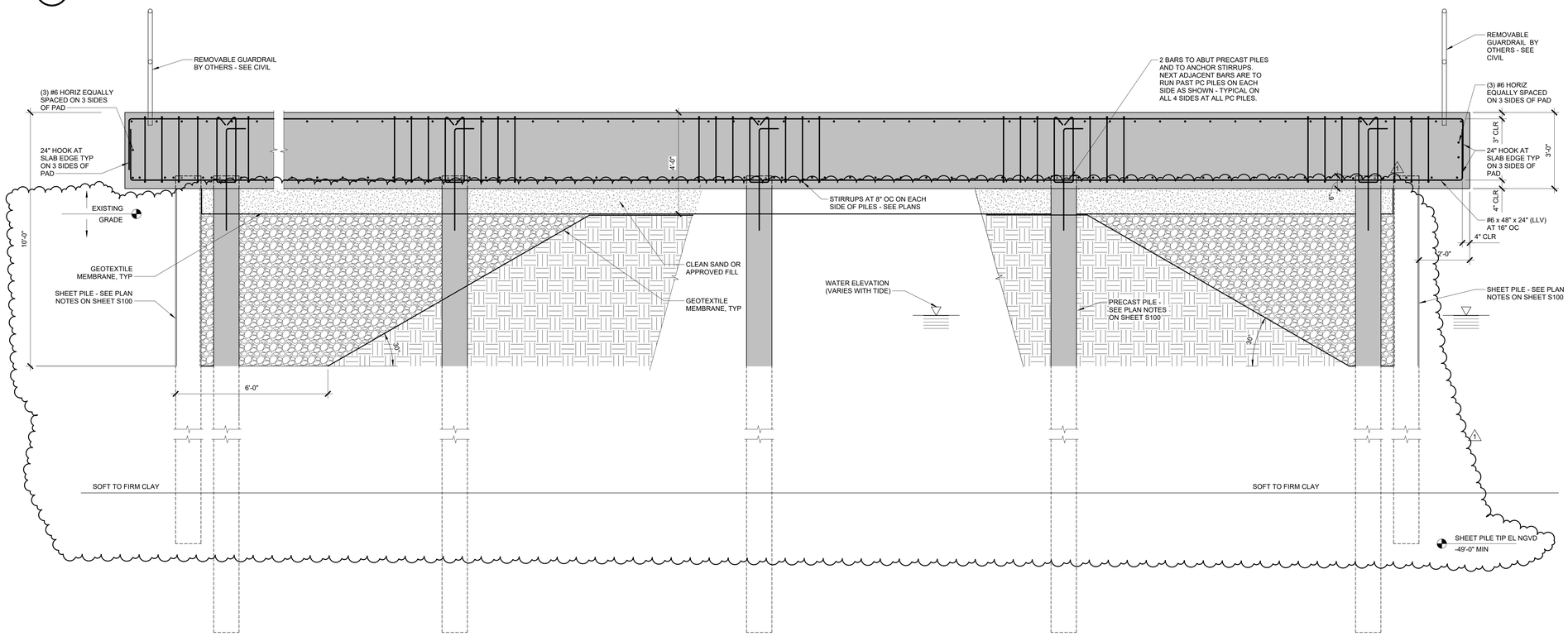
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2 SECTION THROUGH CRANE PAD

NO SCALE



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SCHMIDT CONSULTING GROUP,INC.
now IMEG
FLORIDA LICENSE NUMBER 05371
316 S. Baylen St, Suite 300 Pensacola, FL 32502
P: 850-438-0030
ZACHARY P. LANE P.E.
FLORIDA LICENSE NUMBER 67484
SCG PROJECT: 2023-144

PENSACOLA
FLORIDA'S FIRST & FUTURE

Project
2023-144 American Magic HQ

Project Address

Prepared For
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Baskerville-Donovan, Inc.
Civil Engineer
449 W Main St.
Pensacola, FL 32502

Key Plan

Professional Seals

ZACHARY P. LANE LICENSE NO. 67484 STATE OF FLORIDA PROFESSIONAL ENGINEER

No.	Description	Date
1	Addendum - Prebid RFIs	04/14/2026

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Project No: 23015099.00

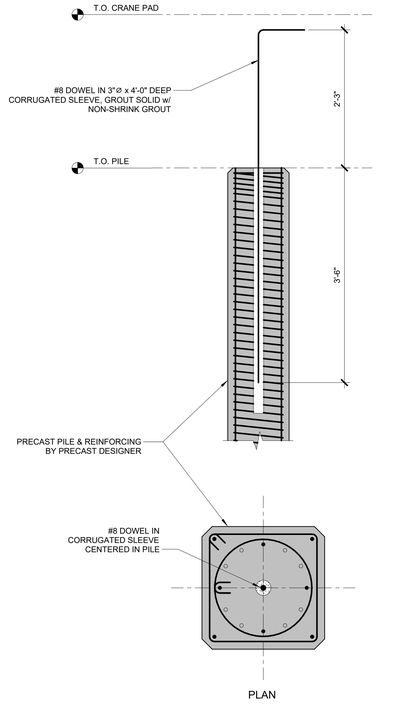
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FOUNDATION DETAILS

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1 PRECAST CONCRETE PILE

1" = 1'-0"

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FOUNDATION DETAILS

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File #: 26-390 Agenda Conference 5/11/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

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

RECOMMENDATION:

That City Council award a contract for Request for Proposals No. 25-023 for janitorial and specialized floor care services at Pensacola International Airport to Flagship Aviation Services, LLC of Irving, Texas. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

On January 16, 2025, the City issued Request for Proposals (RFP) No. 25-023 for Janitorial and Specialized Floor Care services at Pensacola International Airport. A selection committee was formed to review the written RFP responses, shortlist firms, determine the need for oral presentations, rank the firms, and provide a recommendation for the award of a contract to the top-ranked firm. The committee consisted of City employees Michael B. Laven, Airport Administration & Contracts Manager; Jennifer Grunest, Airport Properties Manager; Ann Hansmann, Airport Finance Manager, and Richard Lince, Airport Records Administrative Assistant. The committee shortlisted the firms and determined that oral presentations were not required. The committee then ranked the top three firms in the following order:

1. Florida Cleaning Systems, Inc. d/b/a FCS Facility Services
2. Flagship Aviation Services, LLC
3. Mega Service Solutions, LLLC

On July 17, 2025, City Council approved the ranking of the selection committee and awarded

the contract for RFP No. 25-023 for janitorial and specialized floor care services at Pensacola International Airport to Florida Cleaning Systems, Inc. d/b/a FCS Facility Services ("FCS"). Based on the award, the City entered into a five-year contract for services beginning October 1, 2025. Due to ongoing challenges in maintaining facility standards and meeting management expectations, the Airport is seeking to terminate its agreement with FCS. To ensure a higher level of cleanliness and operational reliability, the Airport would like City Council to re-award the contract for RFP No. 25-023, janitorial and specialized floor care services at Pensacola International Airport, to Flagship Aviation Services, LLC, the second-ranked and most qualified firm responding to the RFP under the same terms and conditions as in the FCS contract.

PRIOR ACTION:

July 17, 2025 - City Council approved the ranking of the selection committee and award a contract for RFP No. 25-023 for janitorial and specialized floor care services at Pensacola International Airport to Florida Cleaning Systems, Inc. d/b/a FCS Facility Services.

FUNDING:

Budget:	$1,640,000.00	Airport Fund
Actual:	$1,628,158.00	Year 1 Services

FINANCIAL IMPACT:

The funds for the project were appropriated in the Airport Fund as part of Budget Resolution No. 2025-65, adopting the City's Fiscal Year 2026 Budget, at the September 12, 2025 City Council meeting. For the first year of the contract term, the City shall pay a fee not to exceed $1,628,158 and for each subsequent year, no less than 90 days prior to the end of the then-current contract year, the Contractor shall submit an annual budget for the upcoming contract year to be approved by the City.

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

4/25/2026

STAFF CONTACT:

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

ATTACHMENTS:

1. Selection Committee Results
2. Flagship Proposal

PRESENTATION: No

RFP NO. 25-023

JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES AT PENSACOLA INTERNATIONAL AIRPORT

Selection Committee Meeting (03/19/2025)
Written Submittals Evaluation

FIRMS *Raw Score*	Jennifer Grunest	Ann Hansmann	Michael Laven	Richard Lince	**TOTAL SCORE**	**RANKING ORDER**
Florida Cleaning Systems, Inc. dba FCS Facility Services	84	91	98	85	358	**1**
Flagship Aviation Services, LLC	83	94	90	77	344	2
Mega Service Solutions, LLC	44	71	48	50	213	3
Enmon Ent., LLC DBA Jani-King of Pensacola	44	54	68	36	202	4
UG2, LLC	52	49	63	29	193	5
Triangle Services, Inc.	51	63	43	27	184	6
American Facility Services, Inc.	66	61	18	38	183	7
A-Action Facility Services, Inc.	48	50	32	30	160	8
UBM Enterprise, Inc.	37	40	39	33	149	9
SFM Services, Inc.	32	37	50	26	145	10
MD of the Emerald Coast dba Emerald Coast Commercial Cleaning	9	36	56	24	125	11
Mastercorp Commercial Services, LLC	22	47	31	24	124	12
Foxtrot Aviation Services, LLC	14	59	6	44	123	13
Able Business Services, Inc.	16	29	32	24	101	14
J&H Janitorial Company, LLC	34	12	42	13	101	14
Enhancity Sports	25	25	15	23	88	15

Motion to award contract based on written proposals without further oral presentations
Made By: Jennifer Grunest
Second: Michael Laven
Vote: 4 - 0

Motion to award contract to top-ranked firm
Made By: Jennifer Grunest
Second: Michael Laven
Vote: 4 - 0

FlagShip™
AVIATION SERVICES

DUE: February 14, 2025
RFP # 25-023

PROPOSAL TO PENSACOLA INTERNATIONAL AIRPORT FOR JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES



Courtney Wright
405 S. Kimball Ave., Southlake, TX 76092
(817) 999-9295 | cwright@flagshipinc.com

Flagship Facility Services, Inc.
405 S Kimball Ave
Southlake, TX 76092
972.574.9702
flagshipinc.com

February 12, 2025

Dedria Lunderman
Purchasing Manager
City of Pensacola
222 W. Main Street
Pensacola, FL 32502

Re: Janitorial Services- RFP# 25-023

Dear Dedria,

Flagship is pleased to submit this proposal to provide janitorial services to Pensacola International Airport. Working with Flagship offers the Airport all the advantages of working with one of the leading national airport service providers whose portfolio includes eight J.D. Power Award-Top 10 ranked airports.

Specifically, through its partnership with Flagship, PNS will receive a customized solution that delivers an array of benefits for the company's many stakeholders (employees, management, passengers) including:

- **Trusted Aviation Experts**—Airports are a uniquely challenging environment to clean, requiring constant public access, with no days of closure. With customers sharing their thoughts and experiences about the facility on social media, a high level of efficiency and expertise is required to ensure passenger satisfaction. Flagship brings more than 25 years of aviation experience, serving both airside and landside areas. Our ability to provide exceptional and tailored service solutions for large and small airports has earned us a customer retention rate of 97%. This high level of satisfaction has led many clients to remain with us for over a decade. Flagship will provide PNS with the same high-quality, high-visibility service that we provide at 28 airports nationwide – including Destin, Orlando, Tampa, and Palm Beach International Airports
- **Quality Management and Engagement:** Flagship's proven Team Behind the Team (TbT) Program ensures constant proactive support for Flagship's on-site management that allows them to focus on your operations and your passengers' satisfaction. This proven management approach is combined with our real-time, technology-driven quality assurance application, Flagship Intuition, our proprietary janitorial services management tool.

  Intuition allows us to track inspections as well as enter and monitor work orders in real time and stay abreast of periodic and special work. Intuition's customized dashboard puts your service KPIs at your fingertips – 24/7/365. This provides consistency throughout the airport giving the passenger a seamless experience throughout their journey.
- **Proprietary Recruitment and Retention:** Recruiting and retaining quality employees is the key to success for this contract. While retaining existing employees is our top priority, we understand the importance of recruiting new employees as well. Our comprehensive program is designed to recruit and retain employees who are organized, dependable, and work well with their teammates. This approach has enabled us to increase our retention rate for new employees by 20% in recently

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Southlake, TX 76092
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flagshipinc.com

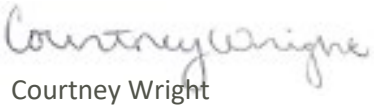
implemented accounts. Flagship has worked in the Florida market for more than 10 years and truly understands the wages we must pay in order to not only recruit but retain quality employees.

- **Customer Service Driven by Technology:** Our frontline staff is an extension of your airport. Our Flagship Ambassador Training program ensures employees will always be in uniform, carry photo identification, and be a smiling presence willing to assist passengers throughout the airport. This passenger experience culture combined with Flagship Intuition ensures we have staff in the right spaces at the right times for exceeding passenger expectations. Our ability to provide great airport customer service is demonstrated by the fact that we clean both main airports that support the major Disney theme parks in the U.S., including John Wayne Orange County Airport (SNA), the gateway to Disneyland®; and the Orlando International Airport (MCO), the gateway to Disney World® and Universal Orlando as well as Tampa International Airport.

  In addition, we have included an autonomous scrubber and autonomous vacuum which leads to more cleaning, increased efficiencies of our staff, and a better passenger experience. Flagship will provide PNS with the same high- quality/high-visibility service that we provide at 28 airports nationwide.

Thank you for your consideration. We look forward to discussing our proposal further and answering any questions you may have.

Sincerely,



Courtney Wright
SVP, Business Development
817-999-9295 | cwright@flagshipinc.com

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Proposer

Name of Firm: **Flagship Aviation Services LLC**

Business Purpose of Proposer: **Aviation Maintenance Services and Advanced Cleaning Technologies**

Principal Office Address: **405 S. Kimball Ave., Southlake, TX 76092**

Phone Number: **972-574-9702**

Facsimile Number: **972-574-9703**

Identify which structure best describes your business entity: **LLC and Corporation authorized to conduct business in Florida.**

Contract Inclusions:

Optional Additional Tenant Spaces – Flagship is willing and able to operate within General Services Administration office spaces and within U.S. Customs and Border Protection spaces.

Airport Experience and 24/7 Facilities

Flagship has more than 28 years of experience operating in security-sensitive environments, particularly airports, where security and 24/7 operations are critical. Airports are high-pressure facilities with continuous public access and no downtime, requiring exceptional attention to security protocols and seamless operations. Our team is well-versed in working in airside and landside areas, having developed and implemented specific procedures tailored to these demanding environments.

We conduct thorough background checks for all job applicants, meeting or exceeding TSA requirements, and are experienced in obtaining necessary badges and clearances for employees to begin work on day one. In previous transitions at major airports like Orlando and Tampa International, we ensured select personnel received additional SIDA training, CBP training, and CBP background checks for access to Federal Inspection Service areas, ensuring compliance with the highest security standards. Flagship's proven ability to operate within these highly regulated, 24/7 facilities demonstrate our commitment to maintaining security and efficiency in every aspect of our operations.

Airport Development – Flagship accepts the new, expanded passenger area(s), and agrees to be given the opportunity to renegotiate the budget for increased staff and/or equipment that may be required to serve the new facility.

Experience of Proposer

Executive Summary

Founded in 1988, Flagship has maintained its status as a privately held company, committed to prioritizing our customers' needs first. While we've grown significantly over the years and expanded our service offerings, our entrepreneurial spirit remains our driving force. Founder and CEO, David Pasek remains actively engaged in the daily business operations. Flagship currently employs over 6,000, with 4,000 working directly in airports. Our enduring dedication to customer-centric values and hands-on leadership has been pivotal in Flagship's success and resilience over the years.

Airports are a uniquely challenging environment to clean due to the persistent flow of passengers, zero closure days, and customers constantly scrutinizing facilities on social media. With over 25 years of experience in airport cleaning, encompassing both airside and landside areas, Flagship has developed specific procedures tailored to the demands of operating 24/7/365 facilities. We clean more large, high profile airports than any of our competitors in the Aviation Service Industry. At Flagship, every airport is a preferred customer, receiving ongoing engagement and involvement from senior management. Our Regional Vice President of Operations and Director of Operations are fully engaged in the service relationship, providing continuous guidance and oversight. We are proud of our 97% customer retention rate company wide. With many of our customers staying with us for 10 years or more, including American Airlines at DFW, San Diego International Airport, and John Wayne Airport. We are confident that no other respondent to this RFP will possess the experience working in an airport environment as Flagship does. We provide janitorial services at 28 airports throughout the United States.

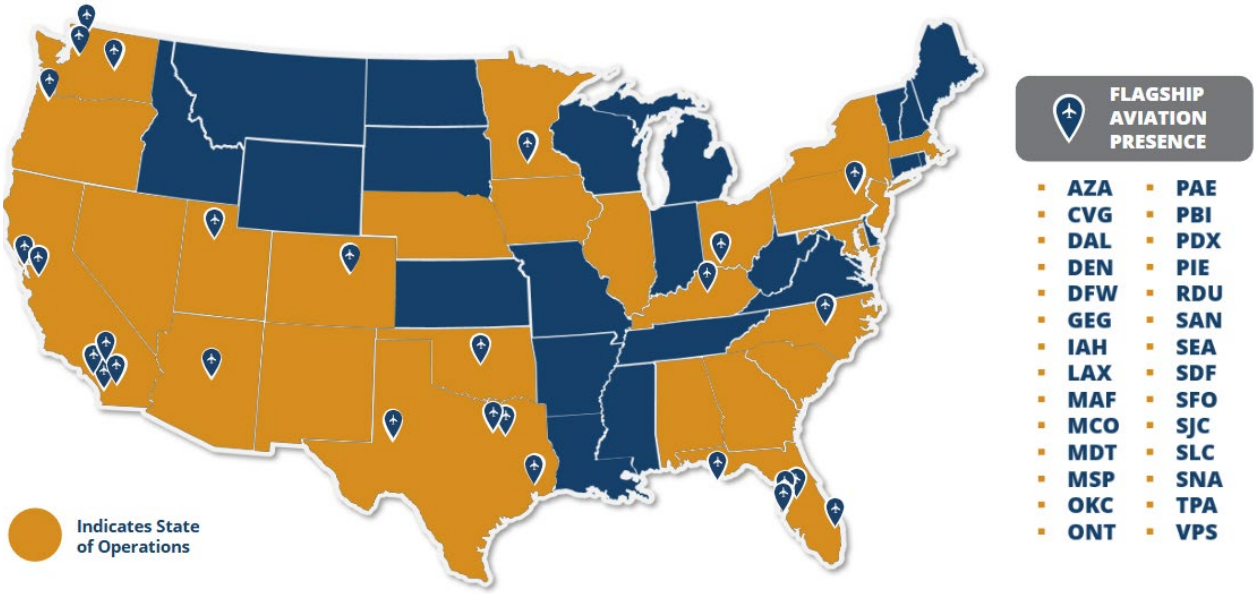
We feel confident in saying that no other respondent to this RFP will possess the experience of working in an airport environment as Flagship does. We currently work at 28 airports throughout the United States, both directly for the airports and for numerous airlines as well. Flagship started serving those sites marked with an asterisk in the last five years.

- Cincinnati/Northern Kentucky (CVG)
- Dallas Love Field (DAL)*
- Dallas/Fort Worth (DFW)
- Denver (DEN)*
- Destin-Ft. Walton Beach (VPS)*
- George Bush (IAH)
- Harrisburg (MDT)*
- John Wayne (SNA)
- Los Angeles (LAX)
- Louisville Muhammad Ali (SDF)*
- Orlando (MCO)
- Paine Field (PAE)
- Palm Beach (PBI)*
- Mesa Gateway (AZA)
- Portland (PDX)*
- Raleigh-Durham (RDU)*
- St. Pete- Clearwater (PIE)*
- Salt Lake City (SLC)*
- San Diego (SAN)
- San Francisco (SFO)

- Midland-Odessa (MAF)*
- Minneapolis–Saint Paul (MSP)*
- Oklahoma City (OKC)*
- Ontario (ONT)*
- San Jose (SJC)*
- Seattle/Tacoma (SEA)*
- Spokane (GEG)*
- Tampa (TPA)

Nationwide Presence

The map below highlights the airports where Flagship currently operates across 32 states.



Flagship Airports Dominate in the J.D. Power 2024 Airport Satisfaction Rankings

Among the ***20 top-performing airports*** Flagship support, ***13 are ranked in the top 10*** across all size categories, including two that secured the ***number one position*** in the Flagship-serviced airports constantly receive recognition, awards, and certificates based on our strong passenger satisfaction scores. The following are a few highlights:



- **TPA** was named the #1 Large Airport in the J.D. Power 2023 North America Airport Satisfaction Study.
- **SEA** was named Skytrax's Best Airport in North America for 2023. This is Seattle-Tacoma's second year in a row winning the award.
- Flagship clients DFW, ATL, SJC, and SFO were among the winners of its 2022 Airport Service Quality (ASQ) Awards, recognizing the best airports for customer experience worldwide as selected by passengers.
- **TPA** was named one of the most hygienic airports in North America by ACI 2021. DEN, MCO, and PAE received the 2021 Top 10 Best Airports in USA Today's 10 Best Reader's Choice Awards in respective categories (MSP and SNA).

Experience Matrix

*Flagship holds janitorial service contracts at more large, high-profile airports than **any other company** in the Aviation Service industry. The following table includes some **notable** customers:*

Client	Area Serviced	Full-Time Equivalents	Length of Contract
Orlando International Airport – Terminal C (MCO)	2.1M square feet	213 FTEs	11 years
Tampa International Airport (TPA)	1.6M square feet	201 FTEs	10 years
San Diego International Airport (SAN)	1.6M square feet	191 FTEs	28 years
John Wayne/Orange County International Airport (JWA)	646,000 sq. ft	100 FTEs	21 years

Orlando International Airport (MCO)—South Terminal C

Client—Greater Orlando Airport Authority (GOAA)



Description of Work—In 2022, Flagship was awarded the custodial contract for MCO's South Terminal C. Flagship employes 213 employees to service the 2.1 million square feet. Flagship cleans all landside and airside facilities, which includes all common areas, public restrooms, hold rooms, jet bridges and all airline and tenant leaseholds.

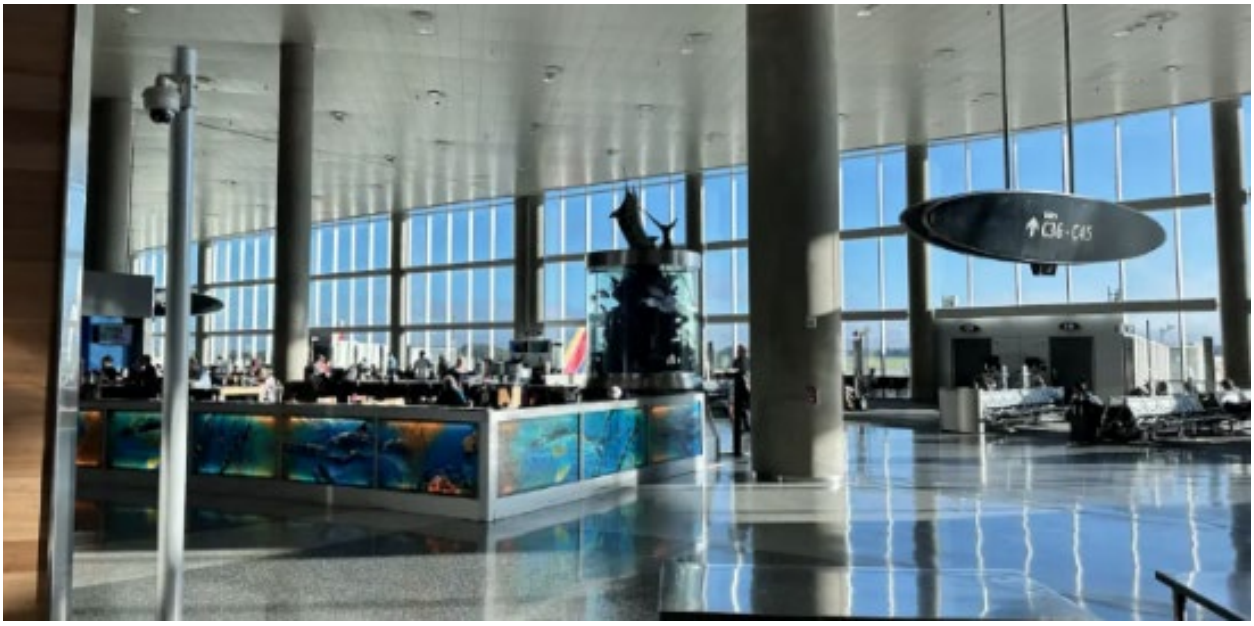
Total Dollar Value of the Contract—$13,000,000 (annual), $38M for initial 3 years; estimated $68M for full five-year term

Dates Covering the Term of the Contract—Since December 2022; current contract expires 9/30/27 (includes two 1-year options)

Results of the Project—MCO ranked in the top 10 recipients of the prestigious J.D. Power 2023 North America Mega Airport Satisfaction Award. In addition, Flagship greatly improved the standard of floor maintenance services including cleaner carpets, restroom grout, and polished limestone.

Tampa International Airport

Client—Hillsborough County Aviation Authority



Description of Work—Janitorial and floorcare services for 1.6M square feet of space at Tampa International Airport, ranking #1 in the 2023 J.D. Power Award in the Large Airport category for the second year in a row. Flagship took over the airport's janitorial contract from a 35-year incumbent provider and delivered a "natural shine" standard of terrazzo care along with significant long-term cost savings. We currently clean airside and landside space throughout the airport's four concourses, including terrazzo, marble, tile, concrete, carpeting, and VCT flooring.

Results of the Project—The first term was successfully completed resulting in a greatly improved quality of cleaning services while retaining more than 95% of incumbent staff, including managers. We enhanced the shine of their terrazzo floors using a wax-free 3M process, resulting in a superior appearance compared to full strip and wax process.

San Diego International Airport

Client—San Diego Airline Consortium, LLC



Description of Work—Since Flagship started servicing San Diego International Airport in 1997, we have provided cleaning services for the entire facility including several airline clubs and lounges. Flagship have also assisted in preparing for special events such as the opening of a new terminal in 1998, which involved visits from numerous dignitaries.

Flagship has also responded with additional coverage to handle extensive passenger loads when San Diego has hosted events with large numbers of out-of-town attendees, including Super Bowls in 1998 and 2003, the MLB All Star Game in 2016, and annual Comic-Cons.

We clean all three terminals, which involves extensive interaction with the traveling public. We service airside and landside areas within the terminal, public transportation islands, entrances, concrete walkways, escalators, elevators, gates, jet bridges, public and employee restrooms, break areas, smoking areas, ramp operations areas, administrative offices, and customs areas. We have also helped the airport respond to tough economic times by controlling costs while sustaining quality services.

Our extensive floor care operation includes use of a truck mount for carpet extractions and the Tennant R14 extractor and Kaivac vacuum for restrooms. Terrazzo in restrooms and common areas are mopped nightly, and we use the 3M diamond restoration process quarterly.

Total Dollar Value of the Contract—$11.9M annually, $40M for initial 3 years; plus, two 2-year options available

Dates Covering the Term of the Contract—Since December 1997; current contract expires 8/31/25

Results of the Project—

- Flagship provided support for the successful effort of the new Green Build to become the first LEED® Platinum certified commercial airport terminal in the world.
- Our ongoing efforts to increase recycling collection at the airport has helped the airport become an 11-time winner of the City of San Diego's "Recycler of the Year" award.
- Selected as the 2023 Airports Council International-North America (ACI-NA) Environmental Achievement Award winner in the Mitigation Award Category.

Team Behind the Team

One of the key differentiators for Flagship is our ***Team Behind the Team (TbT)*** program that proactively supports our on-site management teams, allowing them to focus on your operations and positive customer experiences. Our TbT program is built on a foundation of purposeful coaching and mentoring in action. The coaching and mentoring are supported by weekly review calls as well as frequent, ongoing scheduled and non-scheduled on-site visits from leadership and field support teams. Additionally, our proposed manager has a programmatic corporate support structure to include Human Resources, Finance, IT, and dedicated recruiting teams.

Operational Support

Coaching And Mentoring – Create sustainable and repeatable programs and procedures.

- Scheduled and unscheduled ongoing site visits from senior leadership
- Subject-matter experts (SMEs) readily available for unique opportunities
- Flagship Academy Learning Management System for ongoing training
- Weekly review calls and coaching
- Weekly calls follow proprietary site-specific "playbooks" that review measurables
  - Inspection data and scores
  - Safety date
  - Employee engagement
  - Turnover and retention
  - Customer topics
    - Special projects
    - Customer concerns
    - Business review information

Corporate Support

- **Human Resources and** Recruiting – Handle the bulk of employee recruitment and onboarding for all employees. Provide SME support and training to foster our company values and maintain employee engagement and satisfaction.
- **Finance** – Streamlines billing and financial controls for site manager. Remove the load for producing and maintaining financial transparency to our partners.
- **Information Technology** – Provides and maintains our cloud-based data systems for customer inspection portals and employee self-service platforms. Lead the charge of addressing any technical issues that may arise.
- **Safety** – Drive the Flagship motto of ***"Everyone Home Safe, Every Day!"*** leading scheduled weekly huddles, monthly trainings, site-specific training, and on-site audits.

The ***Team behind the Team*** has been the key to providing outcomes that drive great employee and guest experiences. TbT drives performance to the field teams, which delivers our top goal of performance to you, your employees, and guests every day.

This commitment to excellence and ongoing manager development ensures a ***Proactive vs. Reactive Approach.*** Ultimately, we stay on track and never allow operations to stray off course.

Key Personnel

Todd Jacobs - Chief Operating Officer



Todd has more than 40 years of experience in the service industry in both operations and business development supporting a wide range of facilities including airports, high-tech, industrial sites, and university campuses. Prior to joining Flagship in 2006, Todd owned his own service company that seamlessly merged into Flagship's operations and culture.

Todd plays a key leadership role in the company by developing and implementing business strategies, planning and processes while holding his teams accountable for results. Those results ensure all Flagship operations are focused on performance, customer service, and success in achieving a positive passenger experience for those who travel through our airports or those who work in an office environment. He ensures that all our teams in the field receive proper equipment and training, along with expert vendor support. Our Team behind the Team program ensures the field is not alone on an island but has the operations management and corporate support it needs to be successful.

Todd oversees the EH&S department, driving a safety culture so our employees go home safe each day. Todd's industry experience along with managing large teams in the field has allowed Flagship to become a premiere service provider.

Relevant Experience:

- Develops and deploys best practices and benchmarking throughout our operations
- Retained 97% plus of all the work in portfolio
- Oversaw and directed the start-up of major aviation contracts including Orlando, Tampa, Phoenix Sky Harbor International Airports and Salt Lake City International Airport

Kevin Barton - LEED® AP, President, Aviation & Janitorial Services



As President of Aviation and Janitorial Services, Kevin is responsible for managing and directing all services related to aviation and janitorial operations. He leads a team of more than 4,000 employees, servicing millions of square feet daily for high-profile airports and customers in the private sector.

Kevin has been in the facility services industry for 25+ years and managed a multitude of environments, including manufacturing and distribution centers, critical care labs, and airports. He is an expert in facility best practices, account transitions, and developing unique solutions for challenging environments.

Kevin is a LEED® Accredited Professional and is IICRC certified in the inspection, cleaning, and restoration of floor maintenance.

Relevant Experience:

- Brings more than 25 years of experience managing janitorial and facilities services in a multitude of dynamic environments including manufacturing, distribution centers, high-tech, and medical environments
- Led highly successful airport transition programs that achieved immediate service improvements and cost efficiencies, leading to higher rankings in J.D. Power surveys
- Transitioned new accounts and services in more than 20 different states
- Has experience at other airports, including Dallas/Fort Worth International Airport, Atlanta, and others

Don Toole - Chief Revenue Officer



Don is a Pensacola native and seasoned business development executive renowned for his innovative strategies and remarkable achievements. With a proven track record encompassing substantial market share growth, cost reduction, optimized marketing initiatives, and enhanced operational workflows, he brings a wealth of experience to his role as Chief Revenue Officer at Flagship. Don is dedicated to driving strategic initiatives that maximize revenue streams and ensure Flagship maintains its position as an industry leader.

Before joining Flagship in 2016, Don served as the vice president of business development at Healthcare Systems FM, where he spearheaded the development of pipelines, strategies, and collateral targeting large hospitals and systems in hard FM. His extensive experience includes overseeing all sales and marketing functions nationally for seven healthcare systems. During this time, Don leveraged a diverse range of products and services, including food and nutrition, custodial, facilities services, patient transport, and concierge services, to deliver tailored solutions that bolstered customer satisfaction, profitability, and retention.

Throughout his career, Don has demonstrated a commitment to driving organic sales growth and enhancing brand reputation through the implementation of strategic marketing plans. His focus on developing customized solutions and fostering high-performing teams has been instrumental in achieving remarkable results and solidifying Flagship's position as a leader in the industry.

Education/Certification:

- Associate of Arts: Business Administration, Pensacola State College Pensacola, FL
- School of Business: Business Administration, Auburn University Auburn, AL

Derrick Deadwiler - VP of Operations, Eastern Region



Derrick is a seasoned executive with more than 20 years of experience in the manufacturing, distribution, and facility services industries. As Vice President of Operations, he is responsible for implementing cost-effective strategies and maximizing operational efficiencies across the organization. Derrick’s knowledge spans business functions, including operations, sales, marketing, and business development.

Derrick enjoys spending time with his wife, three daughters, two sons, dog, and three grand pets. If he's not at home, he's either golfing or attending a football game at the University of Oregon – his alma mater. As a former Oregon Football and Track & Field athlete, Derrick serves as a Trustee for the University's Foundation.

Courtney Wright - Senior VP, Sales



Courtney joined Flagship in 2016 and has advanced from Business Development Representative to Senior Director of Business Development to VP of Aviation Sales, now serving as Senior VP of Sales. During her tenure, she has played a pivotal role in expanding Flagship's aviation business, growing its presence from seven airports to 28 in just seven years.

As SVP of Sales, Courtney leads the B&I and aviation sales teams in driving new and cross-business opportunities. She is responsible for developing and implementing strategies to drive company growth and profitability, working closely with marketing leadership to align strategic objectives, and continuously assessing and refining processes to maintain optimal performance.

Courtney holds a Bachelor of Arts in Communication and Media Studies from Texas A&M University. She has furthered her professional development with industry-specific certifications, including the Facilities Management Professional (FMP) designation from the International Facilities Management Association (IFMA).

Marlin Brannon – Regional Manager of Operations



Marlin has more than 20 years of janitorial supervisory experience. He began his career in a supervisory capacity and quickly rose through the ranks to his current role as Flagship's proposed senior site manager for PNS.

Marlin's knowledge of health, sanitation, and safety protocols and experience managing large teams of people make him an invaluable asset. He performs new hire orientations, conducts hands-on training sessions, performs frequent quality inspections, and accompanies customer representatives on site walks.

Tanya Brown—Site Manager Candidate



Tanya is a seasoned operations manager with over a decade of experience in operational oversight and team leadership, including five years of specialized experience managing operations in airport environments. Throughout her career, she has demonstrated a commitment to excellence in managing large-scale facilities, ensuring compliance with safety standards, and driving service improvement initiatives. Known for her detail-oriented approach, Tanya excels at organizing, prioritizing, and meeting deadlines with precision, making her a strong leader in dynamic environments.

Currently serving as an operations manager for Flagship, Tanya oversees janitorial operations, manages supervisors and frontline employees, and conducts quality audits to ensure safety and operational efficiency. She is skilled in onboarding and training new hires, guiding them through comprehensive on-

the-job training. Tanya has played a pivotal role in transitioning new accounts, maintaining strong partnerships with vendors like Rubbermaid, Brady Industries, and Pollock Orora, and handling credentialing and security processes for staff.

In a prior operations manager role at a competitor's site, Tanya worked closely with janitorial and floor care teams to meet critical deadlines while fostering a culture of safety and efficiency. She successfully trained staff in chemical safety and effective time management, ensuring consistent operational performance. During her tenure at the Paulding County School System, she managed multiple accounts, optimized work procedures, and adhered to labor budgets, all while identifying opportunities to expand services.

Tanya's ability to balance operational expertise with people-focused leadership makes her an outstanding candidate for the Site Manager role, where she is ready to deliver operational excellence and impactful results.

Certifications

Through our extensive experience in providing best-in-class janitorial to airports across the country, we have identified and achieved several certifications that set Flagship apart from our competitors.

Cleaning Industry Management Standard (CIMS) Green Building with Honors

Flagship has achieved the Cleaning Industry Management Standard (CIMS) Green Building with Honors certification from ISSA, the world's leading trade association for the cleaning industry. CIMS GB with Honors is designed to help companies improve cleanliness outcomes, deliver better service, and control costs. Certified companies have the necessary structures, processes, procedures, and supporting documentation in place to meet customer needs, while also addressing the heightened demands of cleaning for health and safety.

CIMS GB with Honors is the first consensus-based management standard that outlines the primary characteristics of a successful, quality cleaning organization. It ensures companies follow the proper use of disinfection products and stringent manufacturer procedures for accurate and effective use. Designed to assist cleaning companies of all sizes, CIMS GB with Honors applies six core elements of management best practices, including:

- Quality systems
- Service delivery
- Human resources
- Health, safety, and environmental stewardship
- Management commitment

About CIMS

CIMS sets forth a management framework designed to assist building service contractors and in-house cleaning departments to develop and maintain quality, customer-focused organizations. CIMS was created through a true consensus-based process that brought together representatives of the cleaning, facilities management, and purchasing communities. ISSA speaks at numerous facility management and purchasing industry events throughout the year to outline the value of working with CIMS-certified cleaning companies as well as certifying in-house operations.

About ISSA

With more than 10,500 members—including distributors, manufacturers, manufacturer representatives, wholesalers, building service contractors, in-house service providers, residential cleaners, and associated service members—ISSA is the world's leading trade association for the cleaning industry. The association is committed to changing the way the world views cleaning by providing its members with the business tools they need to promote cleaning as an investment in human health, the environment, and an improved bottom line.

LEED Accreditation

An advanced professional credential signifying expertise in green building and a LEED rating system. To earn a LEED AP with specialty, candidates must first pass the LEED Green Associate exam. The exams

measure knowledge about green building, a specific LEED rating system and the certification process and are ideal for individuals who are actively working on green building and LEED projects.

President Kevin Barton is a LEED® Accredited Professional. With his assistance we have helped many airports achieve and maintain their LEED certification goals through approved janitorial practices.

IICRC Certified

The IICRC is the Institute of Inspection Cleaning and Restoration Certification, a non-profit organization for the Inspection, Cleaning, and Restoration Industries. The IICRC, originally named the International Institute of Carpet and Upholstery Cleaning Inc. (IICUC), was founded in 1972 by Ed York. Since starting in 1972, the IICRC has evolved into a global organization with more than 49,000 active Certified Technicians and more than 6,500 Certified Firms around the world.

Most of our Regional Directors and above are IICRC certified in the inspection, cleaning, and restoration of floor maintenance.

National Terrazzo and Mosaic Association

To advance its purposes of promoting a long-lasting, durable, and beautiful flooring choice, and of encouraging vigorous competition among terrazzo professionals, The National Terrazzo & Mosaic Association ("NTMA") sets high standards for membership based on performance.

A. Services to be Provided

Statement of Understanding and Approach

Flagship's operations are rooted in the most effective integration of technology and productive labor to drive the highest quality outcomes by validating service delivery. We pursue a technology-influenced strategy, from frontline employees to leadership levels. Our proposed approach combines productive labor (sweeping, mopping, trash removal, dusting, vacuuming, restocking, etc.) with technology that helps us determine and manage frequencies of service, customer throughput, predictability cleaning, and waste levels.

We have developed proven processes and procedures, and we use the best cleaning technology, chemistry, and equipment to provide high quality service to airports. We use many methods, including leading and lagging indicators of KPIs which are tracked and aggregated in our online performance management system, Flagship Intuition. Through the means of that technology, we can evaluate our operation and identify areas of improvement based on overall performance based on inspections, work requests, work orders, and complaints.

In developing our staffing plan for PNS, we have performed a thorough review of all available information about the account and utilized our more than three decades of experience in providing custodial services for airports across the country.

First, we reviewed the entire RFP document, taking note of the highlighted items, we should keep an eye out for during the site tour. We learn a great deal about each of our customers' facilities on the tour, including the age and current condition of each building, density, and current uses.

We used maps to analyze and staff each building by area, by floor type and by service need, taking into consideration how many days of service per week are required, seasonal fluctuations, and service requirement variables.

After each individual area was assessed, we looked at the facility globally to determine site management and supervisory needs, and floor tech needs. Once we built our service staffing plan, we benchmarked it against similar facilities in size, scope, and type of facility use. Customer satisfaction is our primary goal, and we continually measure ourselves against not only the frequencies laid out in the contract, but also our customers' wishes for what they want their facility to be, and the comfort, safety, and happiness of the passengers. In putting together our staffing plan and service approach for PNS, we consider information regarding but not limited to the following:

- Traffic patterns
- Trash disposal locations
- Passenger counts
- TSA security checkpoints
- Review of hard floors surfaces
- Landside versus airside needs and traffic
- Gate flooring
- Food court and restaurant locations
- Number and location of public restrooms
- Ticketing
- Baggage area
- Number of gates and jetways
- Storage locations

Flagship delivers best-in-class floor care services by hiring experienced floor techs and offering them extensive in-house training. In addition, employees who demonstrate a desire to learn floor care techniques are given an opportunity to be mentored using both internal and external training processes.

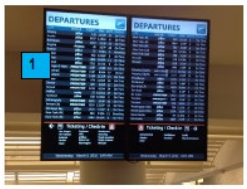
The expertise of our in-house training department is supplemented by support from our equipment vendors. We use **Institute of Inspection Cleaning and Restoration Certification (IICRC)** and **Carpet and Rug Institute (CRI)** standards as benchmarks to measure the quality of our work, as well as more specialized standards. For example, our terrazzo services are based on **The National Terrazzo and Mosaic Association's** standards

Our overall plan and staffing model are based on our proven experience in similar airports, and we have included enough coverage to attain the levels you require with the flexibility to adjust our staffing throughout the airport to reassign staff to the areas with the greatest needs.

Cleaning Procedures

Below you will find actual sections from Flagship training manuals detailing how to service all the unique areas in an airport environment.

Information Signs and FIB's



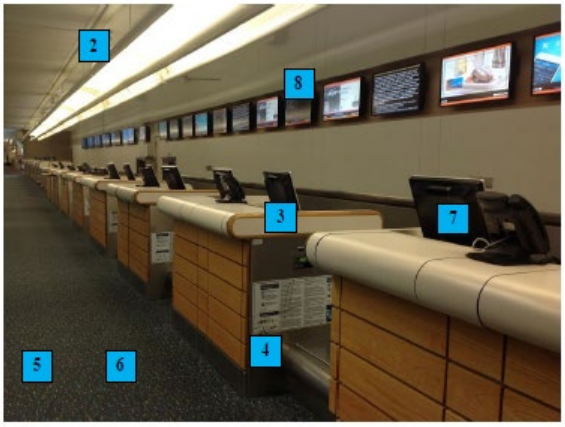




Procedures:

1. Dust
2. Polish metal surfaces
3. Spot clean hard surfaces
4. Clean glass and specialty surfaces
5. Inspect for quality control

Ticket Counters



Procedures:

1. Remove trash
2. High dust canopies, front first
3. Low dust counters after all canopies are dusted
3. Clean counters
4. Polish metal surfaces
5. Spot clean carpeted surfaces
6. Dust mop hard floors/vacuum carpeted floors
7. Put furniture back in place
8. Inspect for quality

Phones and Fountains

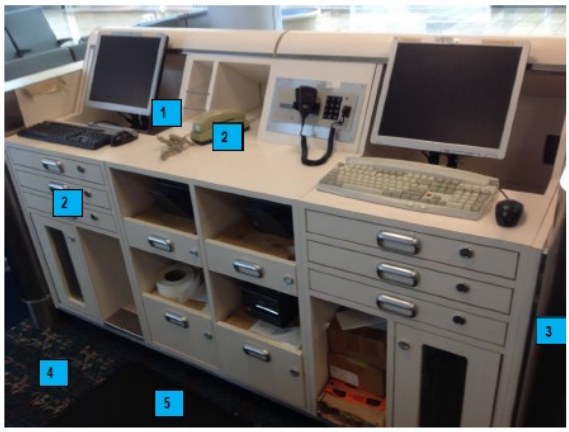




Procedures:

1. Dust
2. Polish metal surfaces
3. Spot clean hard surfaces
4. Clean glass and specialty surfaces
5. Inspect for quality control
6. Disinfect phones

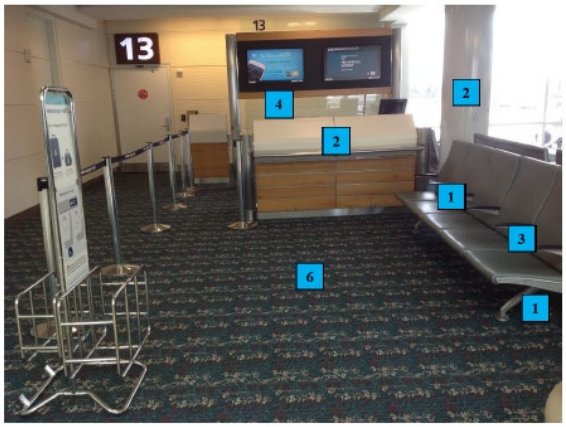
Podiums



Procedures:

1. Dust, dust behind computers and crevices
2. Spot clean surfaces, disinfect phone
3. Polish metal
4. Vacuum inside podium
5. Mop floor mats
6. Inspect for quality control

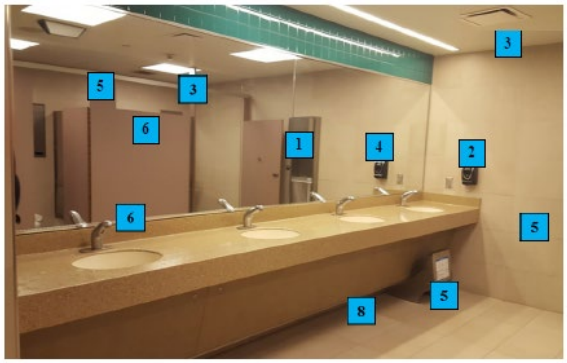
Gate Areas



Procedures:

1. Remove litter from area, seats floor, under seats
2. Dust
3. Spot clean chairs and clean chair creases
4. Clean glass and specialty surfaces
5. Vacuum carpeting
6. Inspect for quality control

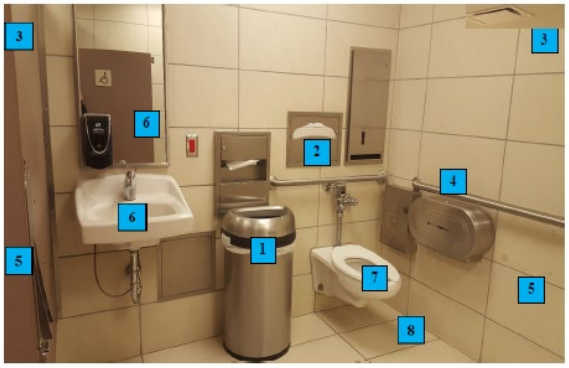
Restroom Wash Areas



Procedures:

1. Remove Trash, replace liner
2. Stock dispensers: soap, seat covers, hand towels, Maxis, toilet paper, wax liners
3. High dust: Vents, lights, walls, partitions, bio zones,
4. Low dust: walls, fixtures, dispensers, door jams if applicable
5. Spot clean walls, partitions, kids step
6. Clean glass, mirrors, counters, sinks, polish fixtures
7. Clean inside toilet, around toilet and under the toilet
8. Sweep under toilets, sweep corners, mop floor with clean water, use red inserts dirty water separator
9. Make sure wet floor sign is clean and in place with proper restroom ID
10. Inspect for quality

Ladies Restroom Stall



Procedures:

1. Remove Trash, replace liner
2. Stock dispensers: soap, seat covers, hand towels, Maxis, toilet paper, wax liners
3. High dust: Vents, lights, walls, partitions, bio zones
4. Low dust: walls, fixtures, dispensers, door jams if applicable
5. Spot clean walls, partitions
6. Clean glass, mirrors, counters, sinks, polish fixtures
7. Clean inside toilet, around toilet and under the toilet
8. Sweep under toilets, sweep corners, mop floor with clean water, use red inserts dirty water separator
9. Make sure wet floor sign is clean and in place with proper restroom ID
10. Inspect for quality

Men's Urinals



Procedures:

1. High Dust: walls, partitions, lights, grills, vents
2. Low Dust walls, partitions, fixtures Horizontal, vertical
3. Spot clean walls, partitions
4. Clean inside urinal, around urinal and under the urinal
5. Polish fixtures
6. Sweep under toilets, sweep corners, mop floor with clean water, use red inserts dirty water separator
7. Make sure wet floor sign is clean and in place with proper restroom ID
8. Inspect for quality

Fourth Curb



Procedures:

1. Remove trash, wipe lid, wipe outside remove debris inside trash can
2. Dust
3. Spot clean
4. Dust mop
5. Damp mop, place wet floor sign
6. Inspect for quality control

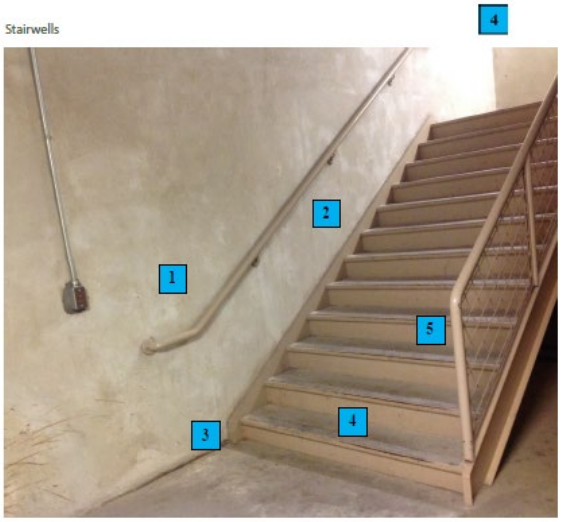
Information Signs and FIB's



Procedures:

1. Dust
2. Spot clean doors, walls & glass
3. Dust mop hard floor /vacuum carpeted floor. Use key to shutdown elevator
4. Damp mop hard floor, place wet floor sign
5. Clean elevator tracks
6. Polish any metal surfaces
7. Inspect for quality control

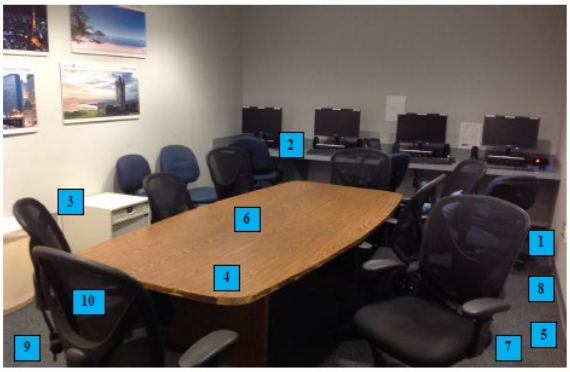
Stairwells



Procedures:

1. Dust
2. Do spot cleaning
3. Dust mop hard floor/vacuum carpeted floor
4. Post caution signs at the top and bottom of stairs
5. Damp mop
6. Remove caution signs when stairs are completely dry
7. Inspect for quality control

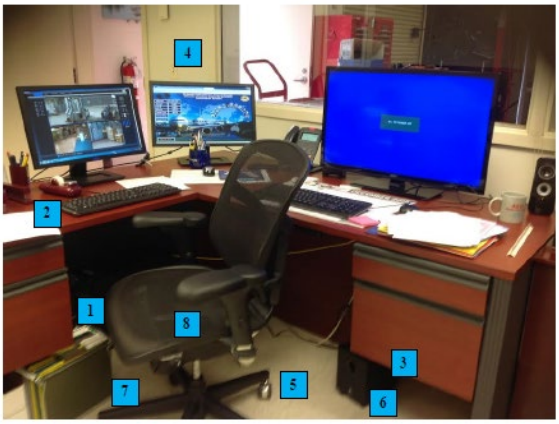
Conference Rooms



Procedures:

1. Remove trash
2. Dust
3. Polish furniture
4. Vacuum or spot clean furniture
5. Spot clean hard surfaces
6. Spot clean carpeted surfaces
7. Dust mop hard floors/vacuum carpeted floors
8. Damp mop hard floors, if applicable
9. Put furniture back in place
10. Inspect for quality control

Offices



Procedures:

1. Remove trash
2. Dust
3. Polish furniture
4. Spot clean hard surfaces
5. Spot clean carpeted surfaces, if it applies
6. Dust mop hard floors/vacuum carpeted floors
7. Damp mop hard floors
8. Put furniture back in place
9. Inspect for quality control

Baggage Carousels

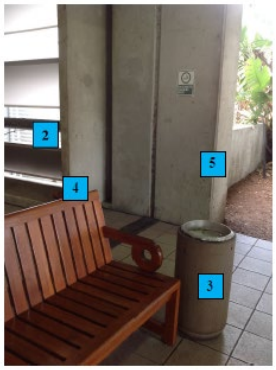


Procedures:

1. Dust
2. Remove trash
3. Spot clean wall boards and kick plates
4. Polish metal surfaces
5. Dust mop hard floors/vacuum carpeted floors
6. Spot clean hard surfaces
7. Inspect for quality control

Designated Smoking Areas

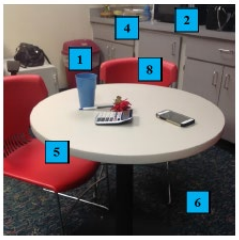




Procedures:

1. Remove trash
2. Dust
3. Spot clean hard surfaces
4. Spot clean furniture
5. Empty, clean ash trays and clean the inside ashtrays
6. Mop around benches and place wet floor signs

Breakrooms





Procedures:

1. Remove trash
2. Dust
3. Spot cleaning
4. Clean sinks, counters
5. Clean tables and chairs
6. Dust mop hard floors/vacuum carpets, if applies
7. Damp mop hard floors, if applies
8. Return furniture to position
9. Quality control.

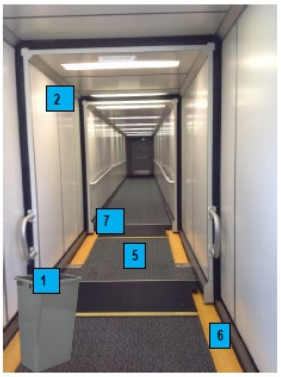
Escalators



Procedures:

1. Dust
2. Clean handrails
3. Spot clean wall boards and kick plates
4. Polish metal surfaces
5. Clean stairs
6. Sweep and clean grates
7. Inspect for quality control

Jetway Areas





Procedures:

1. Remove trash
2. Dust
3. Spot clean
4. Clean glass and specialty surfaces
5. Vacuum carpeting, remove spots and gum
6. Dust mop hard floor
7. Damp mop hard floor
8. Inspect for quality control

Airport-Specific Cleaning Procedures

Over the past two decades, we have developed procedures and equipment that are specific to the airport environment. These systems enable us to accomplish our tasks in very short cleaning windows. Some of the ways we meet deep cleaning standards in this busy and challenging environment include:

- **Working Around the Public**–We use janitorial carts with covers so that passengers don't see open trash cans being pushed past them at the gates.
- **Terrazzo Cleaning Systems**–Flagship offers two different terrazzo cleaning systems, the 3M™ Stone Floor Protection System or the Twister™ Diamond Cleaning System. The 3M™ Stone Floor Protection System features environmentally preferable components for greener cleaning, needs no stripping or deep scrubbing, and creates a high traction gloss that can help reduce slips and falls. The Twister™ Diamond Cleaning System creates a similar glossy finish and has additional environmental benefits because it does not require any chemicals in daily cleaning to keep the floors clean and shiny.
- **Carpeting**–Flagship's improved Carpet Care Process can literally lighten the appearance of the carpet by properly pulling dirt out, adding many years of useful life to this important capital investment. We test to determine the carpet's pH balance and try different mixtures of chemicals to determine the best application.
- **After-Hours Floor Care**–We have seen cleaning time frames shorten because of longer layovers, later departures, earlier flight schedules, travelers arriving earlier to make sure they have time to get through security, etc. Flagship has adapted to this challenge by implementing the latest Echo carpet cleaning methods designed to ensure quick cleaning and drying times. We also use ride-on floor machines to service large terrazzo areas in a short cleaning window.

Ensuring Restroom Cleanliness

Flagship's restroom staffing and service plan is based on a detailed analysis of your scope, site tour, site maps, and our extensive experience at other airport sites. This plan is designed to maintain restrooms at the highest standards of cleanliness, ensuring a positive experience for passengers and visitors. By combining scheduled checks, strategic shift coverage, deep cleaning practices, and the use of advanced technology, we deliver a comprehensive approach to restroom care that prioritizes cleanliness, supply management, and responsiveness during peak traffic periods.

Key elements of the plan include:

- Scheduled Policing and Monitoring: Restrooms will be policed every 30 minutes to ensure cleanliness, restock supplies, and address immediate needs. Male and female attendants will service the men's and women's restrooms, respectively, to ensure efficient and appropriate coverage.
- Shift Coverage: Restrooms are staffed during day shifts 1 and 2, as well as shift 3, with coverage aligned to scheduled flight operations and irregular activities such as late arrivals, ensuring service availability during high-traffic periods.
- Technology Integration: Our proprietary mobile application Intuition will be utilized in several ways to collect data from staff members. We have included QR codes in all passenger facing restrooms that passengers can scan to provide feedback on their experience.

- Deep Cleaning: Each restroom undergoes a weekly deep cleaning using a Kaivac portable steam and wet vacuum system to thoroughly sanitize floors and fixtures. This advanced system, included in our pricing, ensures consistent and superior cleanliness.
- Specialized Employee Training: Employees are trained through our Ambassador Program, which focuses on empathy, communication skills, and strategies for interacting with the traveling public, including those in sensitive situations.
- Environmentally Friendly Chemicals: We use low-odor, eco-friendly cleaning products that are effective at disinfecting while ensuring passenger comfort and safety. Strict dilution protocols minimize chemical exposure and prevent waste, particularly in high traffic or enclosed spaces.

Terrazzo Flooring Experience

Flagship utilizes the latest in equipment innovation and solutions based on each facility flooring types. Examples of some of this equipment include Karcher, Diamapro, Lavina and 3M for floor maintenance and polishing.

For damaged and cracked tiles, Flagship typically utilizes technician installers that are certified through International Certified Flooring Installers (CFI), this validates the installer is utilizing the most current processes and best-known practices related to installation and/or repair.

Orlando International Airport

We have more than 320 full-time employees at MCO and have been providing custodial services for 4.2 million square feet of space since December 2014, including a significant amount of terrazzo flooring. These terrazzo floors celebrate local attractions. The Wellness Garden, the Tech Garden, the Fun Garden, and the Space Garden. In 2019, we were renewed for another long-term contract.

Tampa International Airport

Flagship has been providing custodial services since October 2015, when we took over the airport's janitorial contract from a 35-year incumbent provider. We currently clean 1.1 million square feet of space throughout the airport's four concourses, including terrazzo floors called Renegade Vehicles, Florida Sun, Florida Constellations, Tampa Coast, and Sea Shadows.

San Diego International Airport

Flagship has served as SAN's custodial services provider since 1997. We currently maintain 215,000 square feet of terrazzo. The terrazzo pattern in the areas of the terminals known as Sunset Cove and the Rotundas, was inspired by the tide pools and boardwalks at Point Loma, a local beach in San Diego.

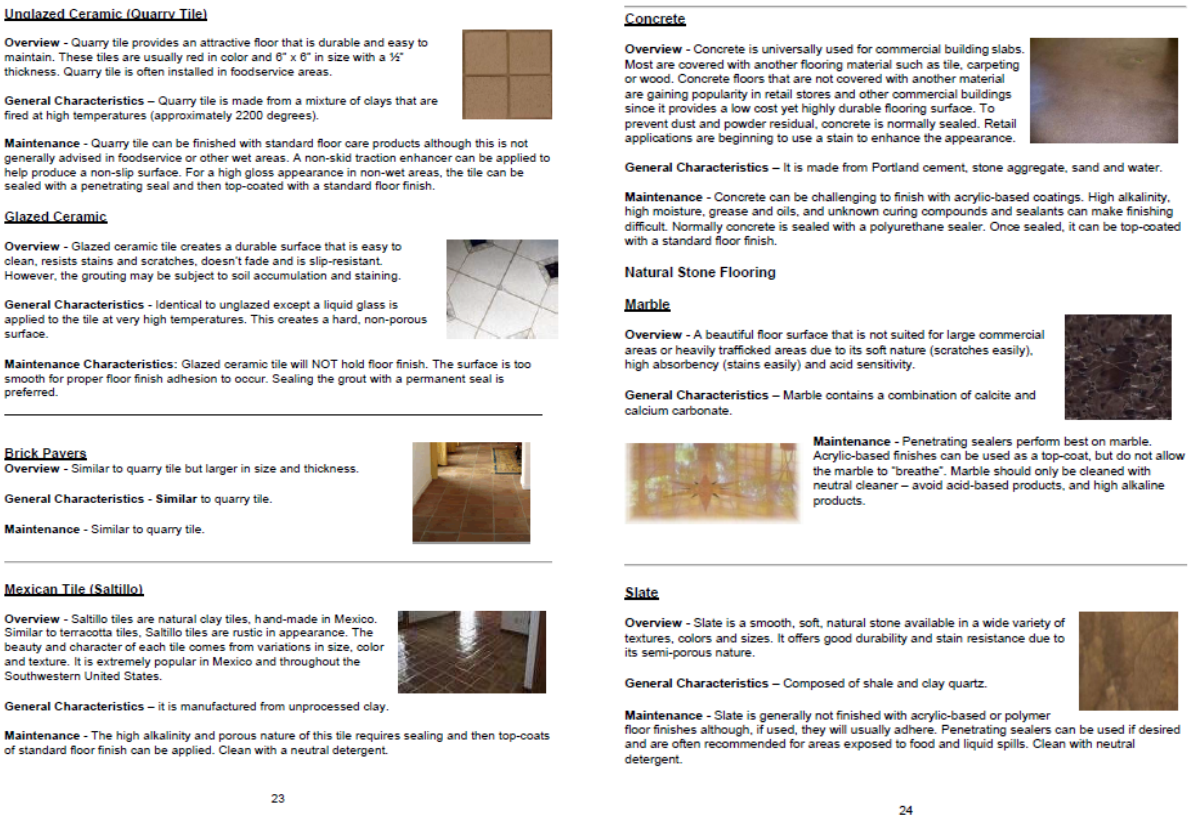
Harrisburg International Airport



Flagship recently completed a successful transition of janitorial services. We clean the entire airport, including more than 108,000 square feet of terrazzo floor, 3,000 linear feet of precast terrazzo base and 500 feet of precast treads and risers.

Flagship will deliver best-in-class services based on The National Terrazzo & Mosaic Association's standards for care and cleaning of terrazzo flooring, adapted to reflect the specific needs of RSW. We plan to use the 3M™ Stone Floor Protection System to maintain the approximately 280,000,000 square feet of terrazzo floors at RSW. We currently use it at Tampa, Phoenix Sky Harbor, Harrisburg International Airport, and Salt Lake City International Airport. . We also use it at more than 25 corporate campuses and high-end office buildings nationwide. Flagship

Flagship follows 3M's recommended procedures for the maintenance, protection, and restoration of terrazzo floors, including the use of Scotchgard™ Stone Floor Protector and 3M™ Trizact™ Diamond HX Discs, going in sequence: Red, Blue, then Purple.



Unglazed Ceramic (Quarry Tile)

Overview - Quarry tile provides an attractive floor that is durable and easy to maintain. These tiles are usually red in color and 6" x 6" in size with a ½" thickness. Quarry tile is often installed in foodservice areas.

General Characteristics – Quarry tile is made from a mixture of clays that are fired at high temperatures (approximately 2200 degrees).

Maintenance - Quarry tile can be finished with standard floor care products although this is not generally advised in foodservice or other wet areas. A non-skid traction enhancer can be applied to help produce a non-slip surface. For a high gloss appearance in non-wet areas, the tile can be sealed with a penetrating seal and then top-coated with a standard floor finish.

Glazed Ceramic

Overview - Glazed ceramic tile creates a durable surface that is easy to clean, resists stains and scratches, doesn't fade and is slip-resistant. However, the grouting may be subject to soil accumulation and staining.

General Characteristics - Identical to unglazed except a liquid glass is applied to the tile at very high temperatures. This creates a hard, non-porous surface.

Maintenance Characteristics: Glazed ceramic tile will NOT hold floor finish. The surface is too smooth for proper floor finish adhesion to occur. Sealing the grout with a permanent seal is preferred.

Brick Pavers

Overview - Similar to quarry tile but larger in size and thickness.

General Characteristics - **Similar** to quarry tile.

Maintenance - Similar to quarry tile.

Mexican Tile (Saltillo)

Overview - Saltillo tiles are natural clay tiles, hand-made in Mexico. Similar to terracotta tiles, Saltillo tiles are rustic in appearance. The beauty and character of each tile comes from variations in size, color and texture. It is extremely popular in Mexico and throughout the Southwestern United States.

General Characteristics – it is manufactured from unprocessed clay.

Maintenance - The high alkalinity and porous nature of this tile requires sealing and then top-coats of standard floor finish can be applied. Clean with a neutral detergent.

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Concrete

Overview - Concrete is universally used for commercial building slabs. Most are covered with another flooring material such as tile, carpeting or wood. Concrete floors that are not covered with another material are gaining popularity in retail stores and other commercial buildings since it provides a low cost yet highly durable flooring surface. To prevent dust and powder residual, concrete is normally sealed. Retail applications are beginning to use a stain to enhance the appearance.

General Characteristics – It is made from Portland cement, stone aggregate, sand and water.

Maintenance - Concrete can be challenging to finish with acrylic-based coatings. High alkalinity, high moisture, grease and oils, and unknown curing compounds and sealants can make finishing difficult. Normally concrete is sealed with a polyurethane sealer. Once sealed, it can be top-coated with a standard floor finish.

Natural Stone Flooring

Marble

Overview - A beautiful floor surface that is not suited for large commercial areas or heavily trafficked areas due to its soft nature (scratches easily), high absorbency (stains easily) and acid sensitivity.

General Characteristics – Marble contains a combination of calcite and calcium carbonate.

Maintenance - Penetrating sealers perform best on marble. Acrylic-based finishes can be used as a top-coat, but do not allow the marble to "breathe". Marble should only be cleaned with neutral cleaner – avoid acid-based products, and high alkaline products.

Slate

Overview - Slate is a smooth, soft, natural stone available in a wide variety of textures, colors and sizes. It offers good durability and stain resistance due to its semi-porous nature.

General Characteristics – Composed of shale and clay quartz.

Maintenance - Slate is generally not finished with acrylic-based or polymer floor finishes although, if used, they will usually adhere. Penetrating sealers can be used if desired and are often recommended for areas exposed to food and liquid spills. Clean with neutral detergent.

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Orlando Airport



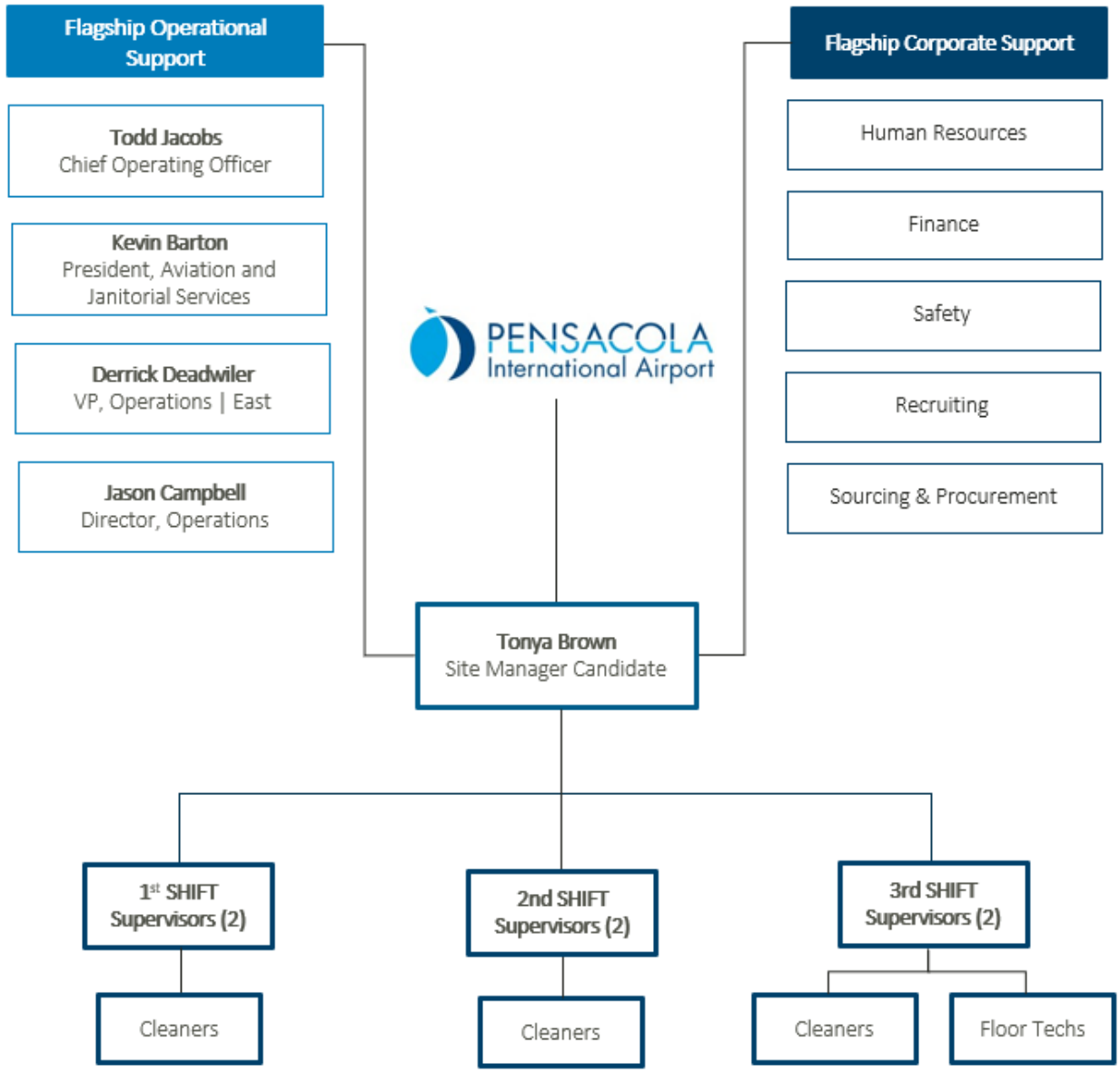
Experienced Floor Care Technicians

Flagship delivers best-in-class floor care services by hiring experienced floor techs and offering them extensive in-house training. In addition, employees who demonstrate a desire to learn floor care techniques are given an opportunity to be mentored using both internal and external training processes. The expertise of our in-house training department is supplemented by support from vendors such as Kärcher and SC Johnson.

We use Institute of Inspection Cleaning and Restoration Certification (IICRC) and Carpet and Rug Institute (CRI) standards as benchmarks to measure the quality of our work, as well as more specialized standards. For example, our terrazzo services are based on The National Terrazzo and Mosaic Association's standards.

We have implemented floor care improvements for clients, studying the mix of floor types and working with vendors to determine the proper way of treating each surface. There is no single formula for this; it is a process of trial and error that requires taking the time to find the right mix for each surface.

Proposed Organization Chart



Staffing Plan with Sample Schedule and Salary

We staff with overlap to ensure coverage in all areas at shift change, so that staff working in remote airsides can be there before the other shift departs. Our main three shifts are 6:00 a.m.–2:30 p.m., 2:00 p.m.–10:30 p.m. and 10:00 p.m.–6:30 a.m. Staff take two 15-minute breaks and one 30-minute lunch. Supervisory and cleaning staff are scheduled 24 hours/day, 365 days/ year.

PNS Airport	Pay Rate	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Weekly Hours	Monthly Hours	FTE's
Site Manager	$ 28.85		8.00	8.00	8.00	8.00	8.00		40.00	173.33	1.00
1st Shift Supervisor	$ 19.00		8.00	8.00	8.00	8.00	8.00		40.00	173.33	1.00
@@j1st Shift Supervisor	$ 19.00	8.00	8.00	8.00			8.00	8.00	40.00	173.33	1.00
1st Shift Cleaner	$ 16.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	224.00	970.67	5.60
2nd Shift Supervisor	$ 19.00		8.00	8.00	8.00	8.00	8.00		40.00	173.33	1.00
2nd Shift Supervisor	$ 19.00	8.00	8.00	8.00			8.00	8.00	40.00	173.33	1.00
2nd Shift Cleaners	$ 16.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	224.00	970.67	5.60
3rd Shift Supervisor	$ 20.00		8.00	8.00	8.00	8.00	8.00		40.00	173.33	1.00
3rd Shift Supervisor	$ 20.00	8.00	8.00	8.00			8.00	8.00	40.00	173.33	1.00
3rd Shift Cleaner	$ 16.50	40.00	40.00	40.00	40.00	40.00	40.00	40.00	280.00	1,213.33	7.00
Floor Tech	$ 18.00	-	16.00	16.00	16.00	16.00	16.00	-	80.00	346.67	2.00
									Total FTE		**27.20**

Quality Assurance Inspection Technology

Flagship Intuition is our customized employee performance management, quality control, and inspection platform that simplifies inspections, reporting, and tracking of KPIs. All daily inspections are performed through this platform using tablets or smartphones, which also allows users to enter and track work orders and stay abreast of periodic and project work in real time.

Flagship Intuition records inspections, generates reports, tracks work orders and periodic work, and tracks customized key performance indicators.

Throughout the transition process, Flagship will collaborate with our PNS contact to create a custom inspection schedule that ensures our cleanliness standards align with PNS' expectations. Our trained shift supervisors and Site Manager will perform daily inspections using Flagship Intuition, our proprietary comprehensive quality management and scheduling software. During inspections, if a threshold is not met, it will trigger a work order for remedial action. Remedial action will involve our staff updating the work order to the standard of excellence agreed upon by PNS and Flagship.

Flagship provides weekly reports that detail the results of the daily inspections, including the number of open and closed work orders, whether remedial actions were required, etc. We can analyze the data from the remedial reports to determine how we need to train or re-train our staff based on leading and lagging indicators. PNS can log in to Flagship Intuition to view the dashboard in real-time to see live data, look at any open/closed work orders and work orders in progress, review the inspection reports by location. A dashboard-style portal gives selected airport staff access to real-time metrics that summarize current performance, including inspection scores, number of work orders, average response time to work orders, etc. The portal also includes a library of useful information, such as recent inspection reports, lists of employees authorized to work at the airport, contact information for key Flagship personnel, and much more:

- **Cleaning Alerts**: Flagship Intuition's real-time inspections create cleaning alerts based on inspection deficiencies and allow for instant communication to ensure staff quickly resolve the issue. Customized inspection reports are compiled automatically at contracted frequencies and sent to Airport management in PDF format.
- **Inspection**s: Our job manager and supervisors walk the facility with a tablet in hand, noting the location of each defect, assigning a numeric grade based on severity, and attaching digital photos. Customized inspection reports are compiled automatically at contracted frequencies and sent to Airport management in PDF format.

- **Reporting**: The robust reporting function includes cleaning alert reports, inspection reports, deficiency reports, passenger experience by location reports, inventory reports, and task reports to name a few. A dashboard-style portal that gives selected airport staff access to metrics that summarize our current performance, including inspection scores, number of work orders, average response time to work orders, etc.
- **Passenger Feedback-**Passenger feedback also plays a role in the overall rating of the restrooms and facilities. There are several options to gather guest feedback. Flagship is proposing our QR codes that passengers can scan to provide feedback. Once scanned, a unique URL will be sent to the passenger's device to request feedback on the restroom. These surveys are unique to the QR code so we will work with PNS to create different surveys facility-wide. The typical survey will show a happy or sad face. If sad/negative face is selected, the guest will be able to input feedback on why the experience was poor by selecting icons - dirty floors, dirty stalls, no paper towels, etc. All feedback is logged, reported, and KPI scores are highlighted within Flagship Intuition. Feedback is a great way to give passengers a voice, this ensures they share their experience directly with the airport or janitorial staff rather than solely on social media.
- **Job Scheduling**: Flagship Intuition's job scheduling module simplifies the creation of weekly/monthly/quarterly work schedules and automatically updates customers about scheduled events by email. It enables us to schedule and track periodic work orders to ensure they are completed at contracted frequencies.

Quality Assurance Program

Flagship's holistic Quality Assurance Program provides superior janitorial services that cover every aspect of our work, from employee training to the supplies and equipment we use. To ensure we maintain the highest standards of cleanliness and operational efficiency, we centered our Quality Assurance Program around daily inspections. These inspections are meticulously planned and systematically executed, covering all critical areas with a particular focus on high-traffic zones such as restrooms and gate hold areas.

Our program comes with a series of checks and balances that ensure that all work is checked carefully and that we always work as an efficient team:

- Instill quality from the start by ensuring that each employee is well-suited to their position and establishing company-wide standards for quality and benchmarks that enable us to compare the caliber of our service to industry standards, while also incorporating the observations and expertise of our employees in the field.
- Train staff properly and provide them the correct equipment for the job
- Teach staff about best practices and how we implement them
- Include staff in the discussions and solicit feedback on building idiosyncrasies, potential efficiencies, or better service solutions for challenging areas
- On-site project manager and supervisors meets and directs staff daily at the start of their shift
- On-site project manager and supervisors examine the facility regularly, assessing staff work, directing them on cleaning processes for areas of improvement, and providing corporate support such as bringing them additional equipment as needed
- On-site project manager and supervisors check our work order reports daily, completing our daily duties and closing out as instructed
- On-site project manager and supervisors check in daily with the assigned PNS contact to discuss any irregular ops or upcoming special projects

Our supervisors and managers use our Flagship Intuition to inspect the areas we service daily. On a weekly basis we submit a complete inspection report to our client representatives as part of our standard weekly report.

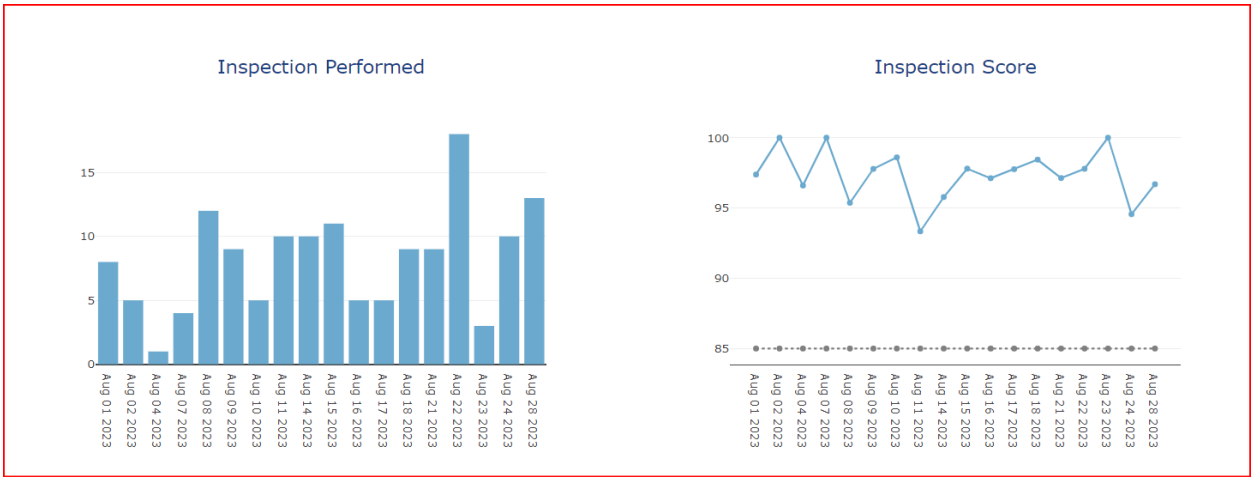
Quarterly Business Reviews

As part of our comprehensive Quality Assurance Program, we will also schedule formal quarterly business reviews (QBR) at PNS. These QBRs with on-site management involve reviewing inspection reports, key business processes, upcoming planning or changes, site projects, calendar changes, and general discussion on any issues or necessary improvements. We also include suggestions on best practices employed at other airports, updated technology, scoring and reports to reflect on implemented changes and determine together any additional programmatic adjustments and tech upgrades to be made.

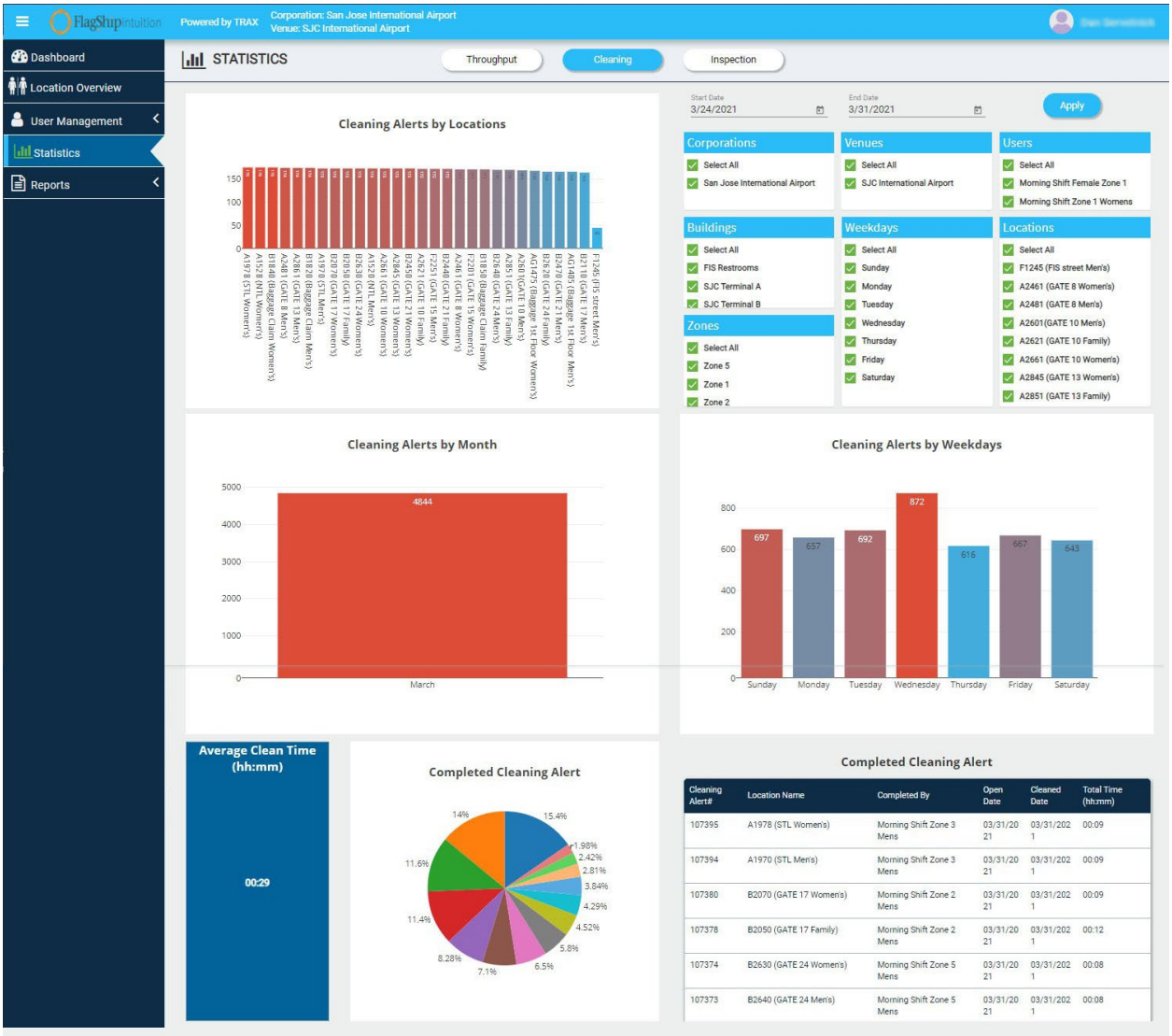
Sample Dashboards

Flagship Intuition is our comprehensive quality management and scheduling software that enables us to display relevant information to our customers on demand.

Inspections Performed and Scoring



Cleaning Statistics Screen



Communication Plan

Transparency is one of the Flagship's key values as a company because it helps us achieve continuous improvement in the services we provide. Our communication plan includes daily check-ins with internal customers and within Flagship's staff, combined with formal QC processes on a monthly and quarterly basis. The following is how we share information:

- Site leadership checks in daily with the assigned customer contacts to discuss any current issues or plan for any requests for additional service. Our supervisors always carry a smart phone, and we have a dedicated email address for PNS representatives to forward requests for service.
- As soon as we receive Notice to Proceed for this contract, we will provide phone numbers and email addresses for all key Flagship contacts so that PNS personnel can contact them as needed.

- Our regional operations manager holds a weekly meeting with selected PNS staff to share our progress on key items and find out what is happening so we can prepare for any significant challenges or address any potential issues.
- Our vice president of operations communicates daily via email or phone to check on open items, provide direction on any changes, or offer support as needed. He tours the facilities on a quarterly basis with our team and reviews the areas for overall site cleanliness and compliance with our systems and procedures.
- Flagship compiles custom reports at weekly, monthly, or quarterly frequencies. Many different types of reports are available, including detailed inspection reports, lists of Flagship employees approved to work at your site, and many more.
- Flagship Intuition's portal provides access to real-time KPIs in a dashboard format, including Work Orders and Periodic Work.
- We hold formal Quarterly Business Reviews with management where we review inspection reports, key business processes, upcoming planning or changes, site projects, calendar changes, and have a general discussion on any issues or necessary improvements.

Every Flagship account receives a Weekly Newsletter customized to their specific requirements. This weekly report will have inspection reports, before and after photos of project work completed, employee engagement photos and events occurring that week, as well as any other relevant information to PNS. This weekly report is another KEY communication tool bringing PNS consistently into the loop on the janitorial and maintenance activities supporting your facility.

The snapshots on the following pages are from a weekly report from our current operations for Tampa International Airport (TPA).

Sample Weekly Report

FlagShip
Weekly Report
January 11-18, 2025



TAMPA INTERNATIONAL AIRPORT

Tampa International Airport

Weekly Summary

Highlights

- 2025 Will bring five exciting things to TPA.

1- New shuttles at Airsides A & C

2- New Red Express Curbside

3- TSA security checkpoint expansion at Airsides A and E.

4- New Airside D anchor tenant

5- Several new airline routes.





- On our weekly inspection walk with airport op's we inspected Airside A gate level and ramp level. The walk was successful with minor deficiencies pointed out which have been addressed.

FlagShip

Metrics - Intuition

Clean and Inspect - Weekly Scores

Every week, Tampa International Airport gets inspected by a Flagship QA/QC inspector. Flagship inspectors enter the findings into our inspection system, Flagship Intuition. Items are then assigned to our supervisors on all shifts. Once completed, the inspection is completed and closed in the system.



- With this information we are able to pinpoint areas that are in need of attention. The airside F ramp level and APM3 common area scored the lowest in our daily inspections.
- Flagship has identified these areas as needing attention. We will enhance the cleaning in these areas to bring the cleaning up to standards.

FlagShip

Metrics - Intuition

Clean and Inspect - Work Tickets

Work tickets are monitored and assigned based on priority of urgency. This week's numbers are reflected below:

3
Work Tickets Generated

1:2
Open versus Closed Ratio

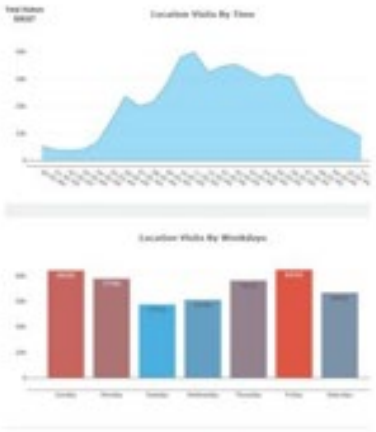
9:00
Average Time to Close Ticket

FlagShip

Weekly Report

Metrics - Intuition

Restroom Throughput Counter



FlagShip Tampa International Airport

Weekly Report

Metrics - Intuition

Restroom Feedback

Score by Category:

75.4% | 76.8% | 81.5% | 89%

Compliments and complaints

- On 1/16 at 5:57 pm - mobile survey: Very Satisfied - A/S C-38 MRR - Certainly the best airport bathroom I've used.
- On 1/11 at 8:14 pm - mobile survey: Very Satisfied - Yeager L1-WRR - Clogged toilet.

What are we doing to improve our performance based on the feedback?

- **As we receive this feedback from passengers in real time, Flagship is able to respond quickly by calling work control and placing work orders to get issues resolved.**

FlagShip Tampa International Airport

Weekly Report

Metrics - Autonomous

Autonomous Equipment

35:42 Total Run Time

90% Run Time in Autonomous

10% Run Time in Manual

- We are getting more efficient and are making efforts to increase autonomous usage versus manual cleaning.
- With more time in Autonomous mode we are able to spend more time in detail cleaning such as corners, edges etc.

FlagShip Tampa International Airport

Weekly Report

Before and Afters



FlagShip Tampa International Airport

Equipment List

Equipment Type, Quantity, Manufacturer, Model	Quantity
S50 Autonomous Scrubber	1
Vac 40 Autonomous Vacuum	1
Floor Machine Karcher 20" Bolt	1
Riding Burnisher Karcher Chariot iGloss 20"	1
Karcher / Windsor Chariot 3	1
Truck-mounted hot water extraction carpet and upholstery cleaner	1
Backpack Vacuum Cleaner- Pro Karcher BV5/1 Bp	4
Upright Vacuum Cleaner Karcher Sensor S2 14"	4
Presto 3 Deluxe, 2 gallon mini extractor/spotter w/ standard hand tool and DDHT	2
Karcher cordless vacuum	1
Karcher compact carpet extractor Clipper Duo, walk-behind/hand pull, 16''	1
Karcher Duo(Walk behind Extractor)	1
Accessories for the Dou	1
SPECIALTY	
KaiVac Restroom Cleaner (steamer touchless cleaner)	1
SpaceVac High reach to 30 feet dusting & wiping vacuum device	1
Cimax Escalator Cleaner X46	1
AB 84 CUL, three-speed commercial air blower with upright handle	4
Wet-Dry Vacuum Karcher Recovery 18 (Gal)	2
self contained electromatic pressure washer	1
Washing Machine Advanced Laundry T-300 OPL - 20lb	1
Washing Machine Advanced Laundry T-600 OPL - 40lb	1
1/2 TON FULL SIZE PICKUP TRUCK, LONG BED, CREWCAB (with lift gates)	1

PICTURE	BRAND	NAME	FUNCTION	# UNITS	ITEM STATUS
ADDITIONAL MISCELLANEOUS ITEMS					
	Rubbermaid	Flat Bed Cart	Flat Bed Cart	10	Additional
	Rubbermaid	Janitor Carts	To carry cleaning supplies where needed in airport	80	Additional
	Rubbermaid	Brute Barrel - Dolly & Caddy Bag	Trash Transportation	45	Additional

PICTURE	BRAND	NAME	FUNCTION	# UNITS	ITEM STATUS
	Rubbermaid	Gondola /Tilt Truck - 1 Cubic Yards	Trash Collection and Transportation	24	Additional
	Uline	Pallet Jack - Hand Operated	To move palletized supplies for Storage	6	Additional
	Rubbermaid	MOP BUCKET #7570 WITH MOP WRINGER#6127 COMBO	Floor Cleaning	90	Additional
	Rubbermaid	Wet Floor Sign	Warning Signs - Safety	500	Additional
	Rubbermaid	4- SIDED 37" WET FLOOR" SIGN #RCPS114-77	Warning Signs - Safety	30	Additional
	Rubbermaid	4- SIDED 37" "CLOSED" SIGN, MULTI-LINGUAL, #RCP-614-78	Warning Signs - Safety	30	Additional
	Rubbermaid	RUBBERMAID 9511 BARRICADE SYSTEM	Warning Signs - Safety	12	Additional
	Werner	15' FIBERGLASS STEP LADDER, Grainger	Utility Tool	9	Additional
	Werner	10' FIBERGLASS STEP LADDER, Grainger	Utility Tool	8	Additional
	Home Depot	14-GAUGE, 3-WIRE, 50' EXTENSION CORD	Electrical	55	Additional

Cobot Commercial Cleaning

A cobot, or collaborative robot, is designed to aid people in performing tasks. Flagship is proud to have the largest implementation of cobotic cleaning power in North America. This means that we understand precisely how automated cleaning can be realized at PNS to improve human performance and elevate the cleanliness of your facility.

For each autonomous scrubber implementation, we can reduce floor crew personnel and improve the productivity of our assigned floor crew team. The productivity and savings we have achieved at our airport sites is more than $40k per scrubber implemented per year with a return on investment of approximately one and half years.

How Automation Can Help PNS



Smarter Cleaning

The days of long manual vacuuming and mopping are over. These tasks can now be automated with smart cleaners.



Performance

Robotic vacuums carry out a deeper carpet clean than manual vacs to consistently high standards that you can track and monitor.



Productivity

Less vacuuming and mopping means your existing cleaning team can spend more time on cleaning and sanitizing jobs.

Sample Solutions

Vacuum 40

Vac 40 is a 3-in-1 solution that vacuums, sweeps, and dust mops. Vac 40 works alongside human teams and other robotics solutions, like Whiz, to give staff time back to focus on other high-value tasks. Vac 40 achieves simultaneous vacuuming and sweeping on carpets, as well as sweeping and dry mopping on hard floors. Supported by LiDAR and 3D cameras, it can identify floor types and switch to the suitable cleaning mode autonomously.

- Integrates vacuuming, sweeping and dust mopping in one solution
- Works on varying floor types, from hard surfaces to low pile carpet to high pile carpet
- Able to clean along the edges with precision, with side brushes and high-precision sensors
- Medical-grade air purifying capabilities



Vacuum 40

Scrubber 50 Pro

S50 Pro simplifies the floor cleaning process with little need for human intervention. It perceives environmental changes, updates its internal map and reroutes itself in real time -- you don't need to stand by to save it from getting lost or stuck. With the optional workstation, the robot can perform automatic power charging and water refill by itself.

- Integrating scrubbing, sweeping, and dust mopping
- Scanning the cleanliness of the nearby floor and autonomously performing spot cleaning where waste or stains are detected, bringing up to 4X efficiency improvement and significantly reducing energy consumption
- Recycling water and reducing ~80% of freshwater consumption
- Optional workstation for self-docking power charging, water refill and discharge



Scrubber 50 Pro

Chemicals List

Flagship uses the SC Johnson Professional ® line of cleaning products. The SC Johnson Professional purpose is to bring innovative, quality products and services to professional markets with outstanding performance that respect the environment, create efficiencies, reduce inventories, simplify training, and provide a positive user experience. This is built on a deep understanding of customer needs and a vision for 'rethinking the professional experience' with the user in mind.

Floor and General-Purpose Cleaners	
SC Johnson Professional® fantastik® Max Power Cleaner Degreaser  An all-purpose problem solver that is specially formulated to dissolve grease, grime, and dirt. Formulated to be used indoors and outdoors to remove grease, crayon or marker, adhesive stickers and even heel marks.	**SC Johnson Professional® Ready-To-Use Crème Cleanser**  Cleans and deodorizes restroom fixtures, glazed porcelain, ceramic tile, and fiberglass. Excellent for removing stubborn spots, build-ups, hard water deposits, soap scum and more.
Coverage® Spray TB Plus  21% Isopropyl Alcohol and Quaternary Ammonia blend Broad spectrum surface disinfectant	**Quaternary Disinfectant Cleaner**  One-step cleaner and disinfectant for use on non-porous surfaces in hospitals and healthcare facilities
SC Johnson Professional® Ready-To-Use Calcium Lime Rust Remover  Formulated to effectively remove calcium, lime, rust, hard water film, iron stains and other scale from metal and plastic surfaces.	**Acid Toilet Bowl Cleaner**  *cleans, disinfects, deodorizes, antibacterial, anti-microbial* The thick formula coats toilet bowl surface. Quickly eliminates rust, lime, and uric acid deposits. Will not harm septic tanks.
SC Johnson Professional® Hyper Concentrate Floor Stripper  LOW ODOR Non-Butyl/Non-Ammonia A high-performance concentrate for fast, efficient removal of most water-based polymer floor finishes. Low odor, non-ammonia, non-butyl formulation enables floor stripping procedures virtually anytime, anywhere, without disruption to facility operation.	**SC Johnson Professional® Ready-To-Use Multi-Surface Floor Finish Plus Sealer**  SC Johnson Professional® Multi-Surface Floor Finish Plus Sealer with FlexiFilm Technology™ is extremely tough, highly repairable and exhibits aggressive adhesion on most flooring substrates. With excellent resistance to scuffs, black heel marks, and dirt embedment, gloss level is quickly restored with multi-speed buffing. This is a versatile finish that is user-friendly - easy to apply and easy to strip, with a light fresh scent.

Carpet Cleaners



SC Johnson Professional™ Carpet Extraction Cleaner

Concentrate is a powerful, low foaming, soil extraction formulation for quick soil removal, malodor counteraction, and carpet brightness, to achieve superior carpet appearance.



SC Johnson Professional™ Ready-To-Use Carpet Spotter

An excellent general carpet spotter that is also effective against tougher stains such as paint, oil, and grease. This high-performance formula surrounds, lifts and suspends soils for quick removal of stains, without leaving the carpet tacky.



SC Johnson Professional® Defoamer

Reduces inefficiencies associated with foaming problems in recovery tanks of wet vacuums, carpet extraction equipment and automatic scrubbers.

TruShot 2.0

The TruShot 2.0® Mobile Dilution Dispensing System provides optimized dilution delivery.



The no-spill, 10-oz. concentrate cartridges snap directly into the trigger dispenser and the pre-labeled cartridges help you comply with OSHA requirements.

Using high-quality SC Johnson Professional® hard surface chemistries, this patented system simplifies dilution dispensing and delivers from 13 to 43 in-use quart equivalents depending on cartridge.

The color-coded and easy-to-read cartridges simplify compliance, reduce off-label usage, and deliver the comparable clean of up to 43 in-use quarts.



TruShot 2.0® Glass & Multi-Surface Cleaner

A concentrated multi-surface cleaner in a portable, no-spill, 10 fl. oz. cartridge.



TruShot 2.0® Multi-Surface, Restroom Cleaner & Disinfectant

Use in public facilities, schools, hotels, and businesses and office buildings.



TruShot 2.0® Power Cleaner & Degreaser

Effectively removes adhesives, oils, grease, baked-on oven soils, dirt, and grime. Powerful non-butyl, alkaline formulation with soil-lifting surfactants for exceptional cleaning.

Ideal for a variety of hard non-porous surfaces such as walls, sinks, countertops, cabinets and glass surfaces and exterior surfaces of kitchen equipment.

TruFill® Dispensing



TruFill® Heavy Duty Neutral Floor Cleaner

Part of SC Johnson Professional® TruFill® Dispensing System

Concentrated floor cleaner in a portable, no-spill, 2 L. cartridge. Our integrated metering system in each cartridge provides worry-free dilution delivery. Delivers up to 271 in-use gallons.

Use along with the TruFill® dispenser head and TruFill® hose.

Sample Supply List

Product Description
Towel Multifold 1PL White Scott 16 PKS/250/CS
Towel Roll Center Pull 6 rolls/320SHT/CS
Towel Roll Enmotion Bro GP 6 RLS/700'/CS
Towel Roll Enmotion White GP 6 RLS/800'/CS
Towel Roll Kleenex White 6 RLS/600'/CS
Towel Roll Universal Non EMB 12 RLS/800'/CS
Cover Seat 1/2-Fold C.S. Renown 20 PKS/250/CS
Tissue/TP 2ply White KCC 80/550 SHT/CS
Tissue/TP 2ply White Optima 96RLS/500 SHT/CS
Tissue/TP 2ply White Cottonelle KCC 60 RLS/451 SHT/CS
Tissue/TP 2ply Jumbo White KCC 12 RLS/1000'/CS
Tissue/TP 2ply White Compact GP Coreless 36/1000SHT/CS
Tissue/Face 2 ply White 30PKS/ 100 SHT/CS
Liner HD 24X24 6MIC Natural 20/50/CS
Liner HD 24X33 6MIC Natural 20/50/CS
Liner HD 24X33 8MIC Natural 20/50/CS
Liner HD 33X40 16MIC Natural 10/25//CS
Liner HD 40X48 12MIC Natural 10/25/CS
Liner HD 40X48 16MIC Natural 10/25/CS
Liner LD 33X39 1.3ML Red Bio 250/CS
Liner LD 40X46 1.3ML Red Bio 100/CS
Liner LLD 33X40 1.0ML Compost 25/8/CS
Liner LLD 42X48 1.0MIL 55GL Compost 20/5/CS
Liner 43X47 0.9 MIL Hercules Black 5/20/CS
Liner 40X46 0.9 MIL Hercules Black 5/20/CS
Purell Sanitizer Hand Instant Foam TFX 2/1200ML
Soap Hand Foaming Betco 4 GL/CS
Soap Hand Green Seal Liquid 4 GL/CS
Soap Hand Pink Satin 4 GL/CS
Softsoap Hand Soap LIQ W/ALOE 4 GL/CS
Coconut Hand Soap White C.S. 4GL/CS
Detergent Dishwasher Cascade Powder 6/48oz/CS
Detergent Dishwashing Palmolive 20/10oz/CS
Deodorizer Clean-Zyme Lemon 4 GL (for drains)
Deodorizer Urinal Screens Eckos Mint with Spikes 12/BX
Deodorizer Urinal Screens Wave 6/10/PK
Urinal Disposable Floor Mat 6/CS
Napkin Sani #4 Naturelle 250/CS
Playtex Tampon Sani Gentle Glide 500/CS
Disinfectant Lemon Popup Wipes 6/75/CS

These are the products we provide most often. However, Flagship can provide many other products for use in and around your facility such as trash/recycle containers and entrance mats. Please ask us if we can recommend or find any facility product that will allow you to better serve your customers.

Transition Plan

The Transition plan defines key milestones to ensure that the entire team is hired, badged, and trained by the start date without disruption to your operations. The key to a smooth, successful transition is the open lines of communication between Flagship's team and PNS's team. Numerous walk-throughs are conducted to verify the scope, benchmark against other clients, ensure enough equipment and chemicals are ordered, and develop quality control standards. These walk-throughs also confirm job costing and help us to establish labor schedules for managers, supervisors, and HR staff.

Meetings with customer representatives include a formal kickoff meeting as well as numerous other discussions to help clearly define goals and service milestones and agree on common quality control standards.

The Transition plan is maintained online so that all team members have immediate access to documents that record each action item, who is assigned to do it, and when it is due.

Transition Highlights

INITIAL MEETING—PNS and Flagship management meet prior to starting work to identify specific problem areas not previously discussed, to establish a 24-hour channel of communication, and to define compliance issues and regulations.

STAFFING—Start Smart, End Smart - Flagship's comprehensive hiring process - includes talent acquisition, right to work verification, background screening, and initial and ongoing training processes.

Flagship will meet with the current cleaning and maintenance staff to explain the new contract arrangements and discuss how this affects each worker's position. We are open to retaining current employees, provided they pass our required background screening and training process.

SITE WALKS—The Transition team performs an initial site walk to familiarize themselves with the following:

- Specifications
- Security
- Lighting and energy reduction programs
- Water conservation programs
- Safety regulations
- Time frequencies
- Waste disposal systems
- Hot spots that need special attention

Our training manager also does a site walk to identify any special characteristics of the site that need to be incorporated into our training module for site personnel.

Joint Inspection

A step in the transition is completing a joint inspection between PNS representatives and Flagship to calibrate our impressions of the condition of the facility as of start date. This gives us a baseline upon which to base all subsequent metrics. Frontline personnel also perform a site walk, as we assume service, so that we can identify problem areas and train them in their specific responsibilities.

Support Team

Additional account management and supervision is provided during the transition period that remains on-site, if necessary, to ensure performance of work, systemize the cleaning maintenance, and stabilize the workforce. Additional supervision is provided at no cost.

Transition Meetings

Regularly scheduled meetings are held between PNS's designated representative(s) and Flagship management during the initial transition to ensure the required level of service is being consistently reached.

Quality Control

Flagship's Quality Control program ensures that the required level of cleanliness is reached during the transition period and maintained throughout the term of the contract.

Transition Plan Overview

The following sample transition plan shows how Flagship will be ready to service your facility in 30 days.

Please note: Phase timelines will overlap.

Phase I: Pre-Transition (15 Days)

After we receive Notice to Proceed, we establish a relationship to help us better understand your needs.

Phase I: Pre-Transition (0 - 15 Days – Estimated)	
Sales	▶ Contract finalized and signed ▶ Internal startup meeting ▶ Operating permit - research requirements and process ▶ Licenses and regulation ▶ Government requirements ▶ City and county regulations and licenses ▶ Request insurance certificates and submit to PNS
Operations	▶ Identify outside support/internal and external ▶ Internal start-up team establish ▶ Create SharePoint document for end-users
Finance	▶ Budget - transition travel forecast ▶ Budget - transition equipment forecast

Phase II: Relationship Building (30 Days)

In Phase II, we reach out to incumbent employees and build the relationships needed for the successful execution of our transition.

Phase II: Relationship Building (30 Days – Estimated)	
Operations	▶ Team Kick-Off meeting and review assignments ▶ Conduct site tour with start-up team ▶ Obtain operating permits ▶ Obtain CAD (airports) and Project Completion files ▶ Update Intuition Project Schedule Program data ▶ Develop communication plan ▶ Meet with incumbent service provider ▶ Meet with badging and security office staff
Human Resources	▶ Identify HR business partner team ▶ Identify Flagship outreach programs for recruitment ▶ Meet and greet with incumbent's staff ▶ Company intro/letters to incumbent's staff ▶ Flagship introduction and approved meeting schedule with interested incumbent employees ▶ Perform background checks and drug testing - all positions (management, supervisory and custodial staff)
Information Systems	▶ Initial site overview and perform needs analysis ▶ Establish relationship with your IT dept ▶ Order and setup any needed technology
Finance	▶ Assist in vehicle/long lead-time equipment purchases

Phase III: Implementation (30 Days)

In Phase III, we put into place the systems to be successful at PNS.

Phase III: Transition (30 Days – Estimated)	
Operations	▶ Review equipment list and chemical list and set up order schedule ▶ Order equipment, supplies, and inventory ▶ Order cobots, if applicable ▶ Identify supply storage areas ▶ Identify operations candidates ▶ Modify Policy and Procedures manual ▶ Modify Training program ▶ Modify Receiving and Inventory procedures ▶ Setup Recycling/Environmental program ▶ Customer service training management and frontline staff ▶ Finalize all custodial task and work assignment positions ▶ Develop draft of frontline and floors employee schedules ▶ Establish equipment requirements/maintenance program
Human Resources	▶ Letter of intent/offer letters ▶ Onboarding with Flagship ▶ Badging Process and SIDA training (airports) ▶ Frontline job descriptions ▶ Site Safety assessment and training requirements ▶ Establish Site Safety Training schedule ▶ Determine Employee Parking process for review with staff ▶ Develop employee schedules
Information Services	▶ Inspection program-mapping, system set-up, training ▶ Intuition set-up ▶ Payroll/timekeeping/employee check-in ▶ IT Equipment – installation ▶ Copiers/phones/printers
Finance	▶ Financial and Financial Management Support Operational Start-up

Phase IV: Transition (15 Days)

During Transition we execute the plan, focusing on achievement of goals, schedule, issue management and setting the tone for the future culture with all stakeholders.

Phase IV: Transition (15 - 30 Days – Estimated)	
Operations	▶ Meetings (initial start-up and on-going) ▶ Alignment meeting with authority ▶ EH&S Alignment meeting with airport EH&S department ▶ Obtain uniforms - customer approval ▶ Place order for uniforms ▶ Pagers/time clocks/cell phones, email addresses ▶ Review facility/equipment/breakroom facilities available ▶ Identify required transportation ▶ Meet with finance regarding billing ▶ Create and submit safety plan ▶ Establish OSHA log ▶ Build Quality Control program with specific tasks, specifications, and locations

	▶ Roles and responsibilities meeting ▶ Parking process ▶ Work Inspection training ▶ Inspection system training ▶ Train manager on equipment inspection systems ▶ Identify end user contacts ▶ Identify timekeeping - equipment locations ▶ Contract administration procedures ▶ SDS book locations ▶ Set up janitor closet ▶ Access controls, keys
Human Resources	▶ Issue employee schedules ▶ Identify training requirements and prepare training materials ▶ Payroll processing procedures and training ▶ Human Resources work with Operations re-training needs ▶ Training: frontline and leadership, supervisors and above, specialty crew, timekeeping ▶ Establish on-call list ▶ Spot on-site training and job walk
Information Services	▶ Systems training ▶ Internal Audit program training for site management
Finance	▶ Asset Tags

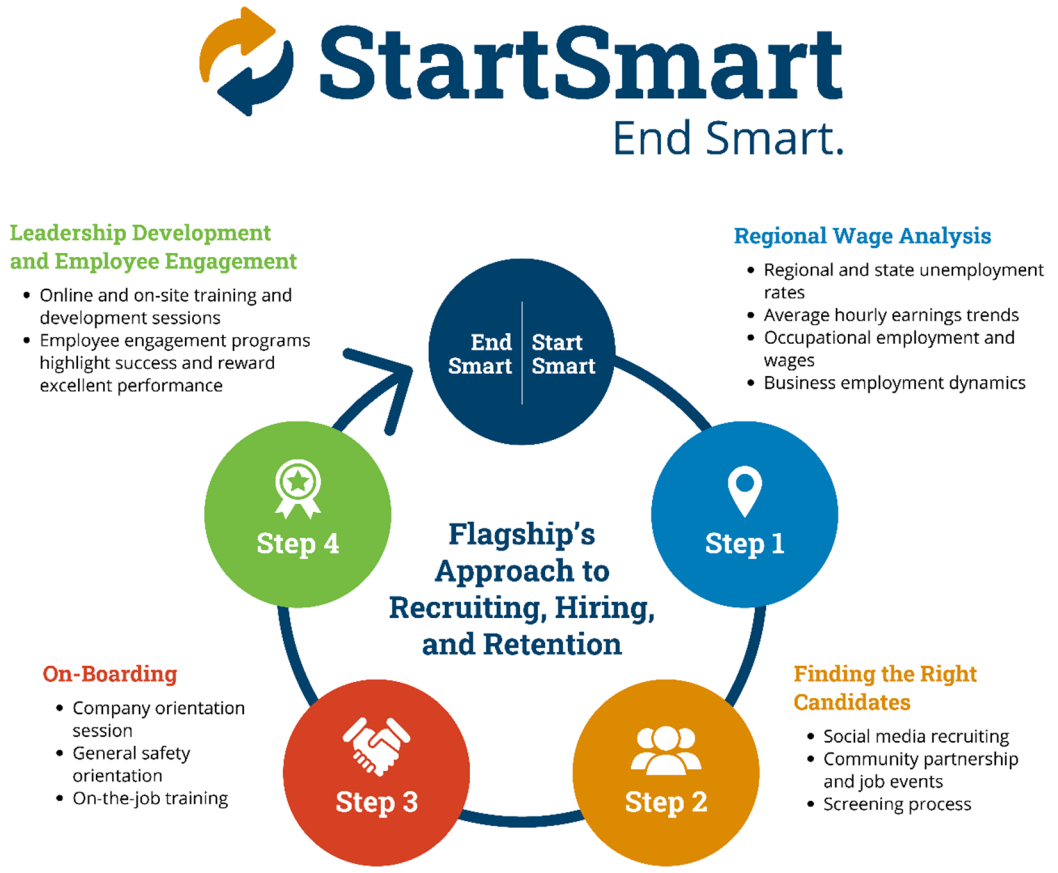
B. Additional Information

Flagship's Approach to Recruiting, Hiring, and Retention

The key to success in any service industry is the ability to recruit, train, and retain high quality employees who are dedicated to customer success. Our comprehensive approach achieves just that – our employees are organized, dependable, and work well within teams.

Retaining great people can be a challenge in an industry known for its churn rate. We've found that a combination of daily/weekly/monthly training and development, employee engagement, diversity and inclusion activities, employee recognition programs, and a well-documented promotion path help us retain our talented people.

Recruiting's function within Flagship includes understanding the needs of the business, managing the opening of those roles, and sourcing/interviewing/ onboarding candidates.



Step 1. Regional Wage Analysis

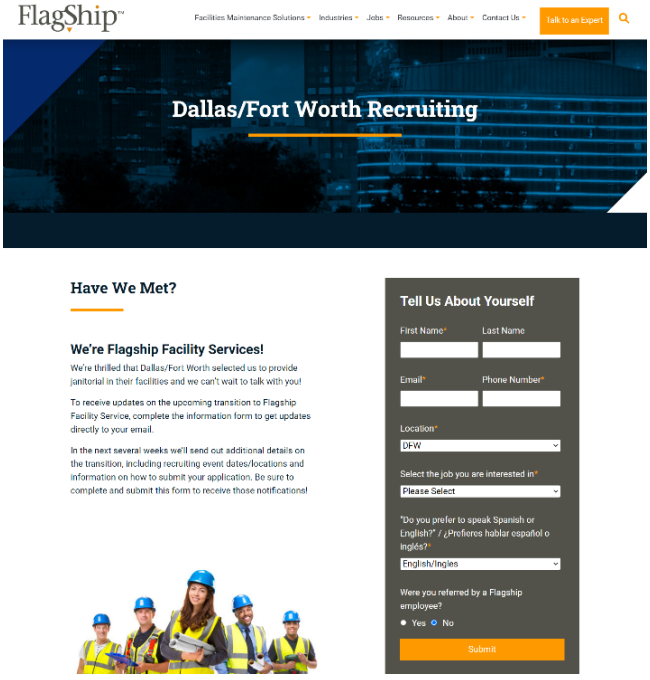
Our recruiting activities start while our Sales team responds to your proposal request. We want to ensure that the wages we plan on offering are not only competitive but fair to our future workforce. Should this contract require union staff, we will work with the local union to get current wage rates.

Our team reviews several data sets, including those from the Federal Government's Bureau of Labor Statistics and state-based Offices of Labor and Workforce Development, to ensure our proposed service price accurately reflects the labor market in your area.

Our review factors include:

- Regional and state unemployment rates
- Average hourly earnings trends
- Occupational employment and wages
- Business employment dynamics

Step 2. Finding the Right Candidates



Once selected, Flagship begins to recruit your facilities services team well ahead of our start date, especially if we're transitioning a program from another facility service provider. In those cases, we field a custom landing page that provides information about Flagship's benefits and values and invites an incumbent employee to sign up to receive additional information about applying for a role on Flagship's team.

Social Media Recruiting

We use Workday as our posting platform and Indeed as an online channel to post open positions. We also harness the power of social media to locate candidates. We deploy paid and organic ads on Facebook, Twitter, and Instagram and often find candidates that may not otherwise come to our Recruiting Team's attention.

Community Partnership and Job Events



We have also discovered that partnering with community-based churches, veterans, other service-based organizations, and non-profits is another means of finding candidates that can help us deliver the Flagship difference.

Our Recruiting Team includes dedicated community outreach professionals that seek out and work directly with those entities to identify opportunities for partnering and providing employment to their members.

Flagship's community outreach specialists work to develop community relationships that will allow recruiters to physically interact with candidates and develop strong pipelines based on 1:1 relationships rather than relying solely on digital sources. This approach helps us achieve our diversity goals while drastically improving our community connection on a local level.

Screening Process

Regardless of where we find a particular candidate, we are highly selective, and our screening process is designed to identify elite candidates for every position. The screening process for each candidate includes the following:

- Request that the candidate complete and submit a job application
- Perform informed interview(s) to confirm suitability for the role
- Complete E-Verify and a document scanner to ensure that identity documents are legitimate, and the candidate is clear to work in the United States (SEE PROCESS BELOW)
- Make the job offer, contingent upon the results of a comprehensive criminal background check

E-Verify

Some companies in our industry have joined Flagship in using E-Verify to confirm employment eligibility, but we were there first. We have used E-Verify since March 2004, when the program was still in its pilot phase. Most of our competitors stop there, even though studies show that E-Verify identifies only half of all undocumented workers who apply.



Identity Document Authentication

With the widespread availability of cheap color printing, it is easy to forge identity documents that look convincing at first glance or alter someone else's authentic documents to use them fraudulently.

Flagship's verification process includes close inspection of all applicants' identity documents by specially trained HR staff using the same specialized equipment that ICE Special Agents use. The B5000 document authenticator uses a patented process of scanning, image processing, and data analysis to make sure the documents are authentic and have not been tampered with.



Last year alone Flagship screened out more than 150 applicants based on their background check. Many of these same applicants may have been hired by our competitors instead.

Comprehensive Background Check

While most of our competitors run only a cursory background check. Flagship's program was developed by an independent third-party contractor and is similar to the background checks that government employees must pass before receiving security clearances. It includes a Social Security Number verification process which includes a warning if the number has never been issued, has been issued to a deceased person, or is being used by someone else. Our criminal background check includes a seven-year check of felonies or misdemeanors, as well as the applicant's potential criminal history in all 50 states and a check of the National Sex Offender Database, as well as the Office of the Inspector General/General Services Administration system (OFAC) listing.

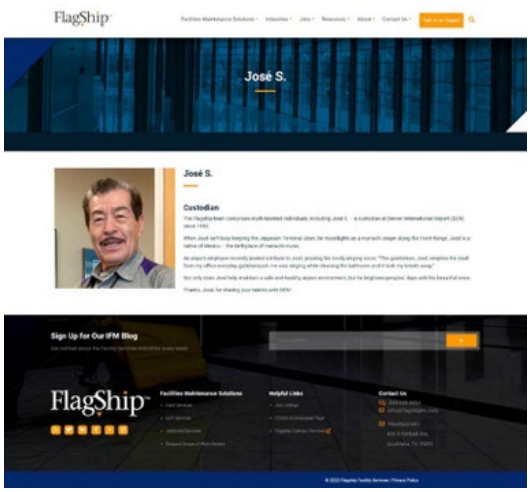
Step 3. Onboarding

The onboarding process is crucial to ensuring the success of any new employee and includes the following:

- A company orientation session that introduces the employee to Flagship's six core values and presents an overview of Flagship's employee handbook and code of conduct.
- A general safety orientation that discusses hazards frequently found on the job and the role of each employee in maintaining Flagship's corporate safety culture.
- On-the-job training, specific to the work they will be doing. Training forms are signed and maintained in employee files.

Step 4. Leadership Development and Employee Engagement

Every employee is required to participate in daily/weekly/monthly online and on-site training and development sessions. These sessions not only support our employees as they develop their facilities services careers, but they also allow our managers to identify and address interpersonal communications issues, knowledge gaps, and safety concerns early, and address them directly.



Our employee engagement programs highlight success, reward excellent performance, and take advantage of opportunities to celebrate our achievement of daily, weekly, monthly, and quarterly goals. We regularly highlight these achievements internally via corporate announcements and externally on our websites and on social media.

15-30-45-Day Reviews

Starting a new job can be difficult for many people. We strive to make certain we are setting our people and team up for success well beyond the Onboarding process.

To achieve this, we have implemented 15-30-45-day reviews. Checking in, setting goals, and crafting a strong 15-30-45-day plan benefits employees, and has been proven to benefit the company and our clients as well:

- **Better Focus:** These check-ins provide one-on-one time to ask questions, address concerns, and focus on key elements of the job, instead of leaving employees on their own to feel overwhelmed with new information, tools, and processes.
- **Clear Goals:** Allow people leaders to guide team development and focus on what needs to be done to make an employee's first few months a success.
- **Builds Trust and Cohesion:** 15-30-45-day check-ins give employees an opportunity to feel connected to their team, build a rapport with their manager/supervisor, and provide a forum for setting long-term goals, which enhances morale and retention.

Training Program

All Flagship employees undergo our onboarding process, which includes a 4-5-hour orientation as well as 40 hours of on-site training. Training includes discussions of site specifics, site-specific hazards, equipment, emergency procedures, and other idiosyncrasies of the site. A checklist is used to ensure that the employee understands each of the key elements they were taught.

Site supervisors also provide ongoing mentorship for each employee and offer spot corrections when they notice employees working inefficiently or engaged in potentially unsafe behaviors.

Standard Training

- Employee Orientation: In-person meeting, immediately after hire in which new employees are instructed in policies, procedures, benefits, and required paperwork is completed.
- Pre-Assignment Training: Facilities and custodial staff are trained in basic techniques after hire and prior to assignment to a specific site.
- Initial Site Training: Offered prior to on-site start date, with spot corrections by supervisors as needed. Covers site-specific challenges such as standard operating procedures, best practices, emergency procedures, etc.
- Refresher Training: Refresher training includes regular seminars on relevant topics in the provision of janitorial services, as well as reminders on the safe use of equipment and chemicals.
- Sensitivity Training: All employees undergo sensitivity training to maintain a work environment free of discrimination or harassment.
- Safety Training: All frontline employees are trained in ways to minimize the danger of workplace accidents and proper procedures to minimize the risk of repetitive stress injury.
- Diversity and Inclusion Training: We have incorporated Diversity and Inclusion (D&I) training into Flagship Academy so all employees will have access to D&I training each year.
- Equipment Training (2x per year): Employees receive periodic training in best practices for keeping equipment well maintained.
- Vendor Training: Vendors demonstrate safe and environmentally friendly usage of chemicals and answer questions from custodial staff.
- Bloodborne Pathogens: Offered before job assignment, with annual refresher training. Supervisors reinforce importance of using personal protective equipment in the field.

Specialized Training Programs

Employees receive special training based on the area in which they will be working. We have “Day in the Life” videos that present an overview of a typical day in that role. This provides an overview of our expectations and helps employees determine if they are suited for that position.



- Concierge Training: New employees are instructed in Flagship and client policies, procedures, and benefits. The program puts an emphasis on customer service and safety.
- Advanced Specialist Training: Facilities technicians receive specific training in each of the functions they will be performing.

- Floor Care Training: Hard floor care is one of the most demanding janitorial functions. Floor care specialists are specially trained in techniques for shampooing a carpet, scrubbing a hard floor surface, and performing a strip and wax on vinyl flooring.
- Security Training: Employees who work in high-security areas such as SIDA (Security Identification Display Area), Federal Inspection Stations (FIS), and Customs are trained in site-specific security procedures.
- Technology Training: We train employees on job sites so that they learn how to interact within the specific environments found in your facility.
- HR Managers Training: All frontline employees are trained in ways to minimize the danger of workplace accidents and proper procedures to minimize the risk of repetitive stress injury.

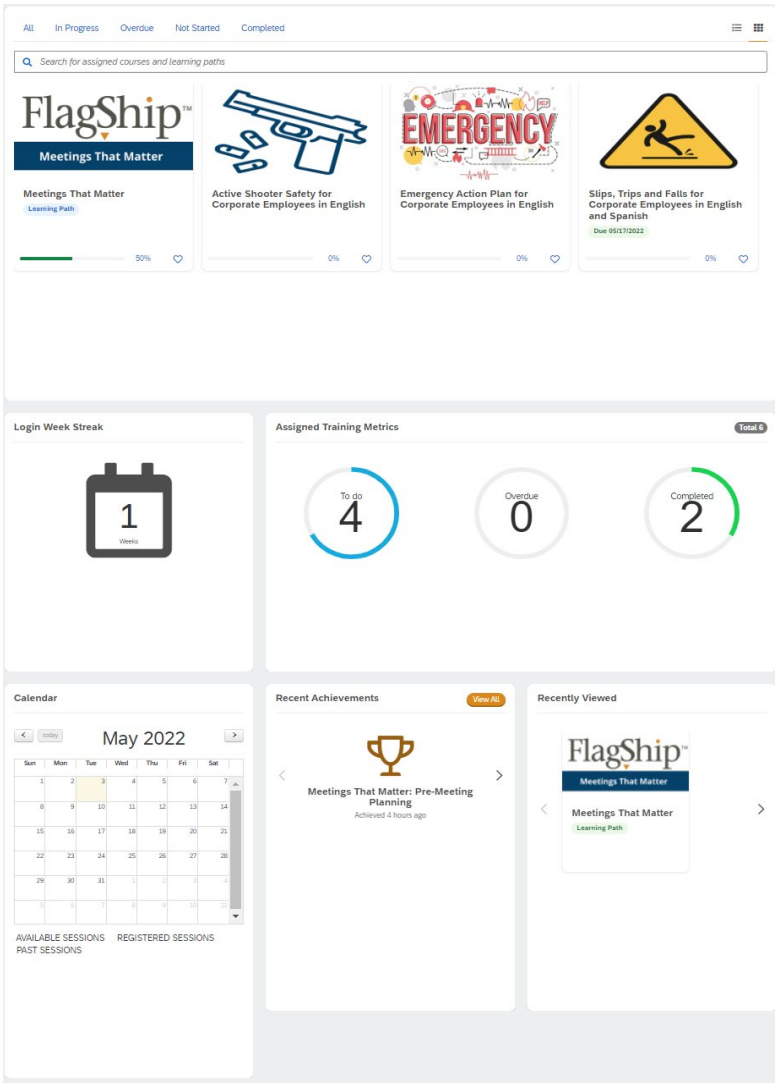
Flagship Academy

Flagship Academy is our application-based training tool. Flagship Academy tracks each employee's completion of training and enables us to generate reports that will be shared with PNS.

Flagship Academy allows employees to access training from their phone, iPad, or computer. The LMS is fed from Workday and training assignments are automatically populated based on job profiles.

The system can autogenerate reports based on user and course metrics, which can be sent directly to supervisors to ensure that their employees are at 100% compliance.

Our New Employee Training must be successfully completed by all employees prior to their assignment. Job-specific training includes skills assessment, lock-out/tag-out, and safety. During the transition equipment and chemical specialists deliver enhanced training.



Training Subjects

Pre-Assignment Training



- Proper lifting
- Vacuuming
- Removal of trash and plastic liner replacement
- Dust mopping and wet mopping
- Wet floor sign usage
- Dusting and glass spot cleaning
- Carpet spotting
- Restroom disinfectant cleaning
- Bloodborne pathogens and use of PPE
- Chemical safety

Sample Safety Training Schedule 2025

General Awareness Authorized Training

JANUARY	JULY
▶ Emergency Action and Contingency Plan training ▶ Device Distraction	▶ Portable Fire Extinguishers: Portable Fire Extinguishers: Protecting People and Property
FEBRUARY	**AUGUST**
▶ Respiratory Protection- Including Appendix D, *Respirator a Sure Fit*	▶ Fall Protection Authorized ▶ RCRA Environment Maters: *RCRA- Small Quantity Generator* ▶ Storm Water Training: *Environment Matters Stormwater Runoff* ▶ Mobile Equipment Authorized Training (Scissor lift, Forklift)
MARCH	**SEPTEMBER**
▶ Personal Protective Equipment: *PPE Inspect and Respect* ▶ Fall Protection General Awareness: Fall Protection: The Right Connection	▶ Chemical Handling: *Chemical Handling Safety Basic Principles* ▶ Occupational Noise Exposure: Hearing Protection: Sounds Good to Me
APRIL	**OCTOBER**
▶ Bloodborne Pathogens Awareness- *Just the Facts* ▶ Hazard Communication/ Employee right to know (GHS) *HazCom in Sync with GHS*	▶ NFPA 30 Flammable & Combustible Liquid storage *Chemical Handling Safety: Flammables* ▶ SPCC Environment Matters SPCC
MAY	**NOVEMBER**
▶ Heat Stress training: *Heat Stress Code Red* ▶ Active shooter: Safety Matters: Active Shooter Preparedness	▶ Stairs/Ladder safety: *Stairways and ladders a safe step* ▶ Ergonomics: Ergonomics: Solving the Puzzle
JUNE	**DECEMBER**
▶ Slips, Trips, Falls: Taking the right Steps ▶ Lifting and Back Safety/ moving furniture *Back Safety: Lift Well, Live Well*	▶ Strain and Sprains: Strains and Sprains: Avoiding the pain ▶ Cold stress/ *Winter Safety*

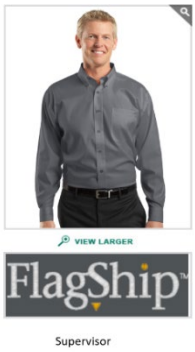
Uniforms

The team assigned to perform the overnight cleaning at PNS are always to be in proper uniform and maintain a neat and clean appearance.

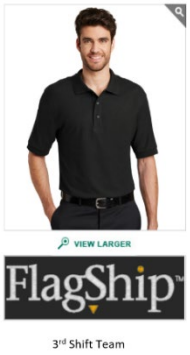


All of Flagship's hourly employees and day porters are required to wear the following:

- Work shirt with the Flagship logo
- Mid-weight cotton pants
- Slip-resistant, closed-toe shoes with the proper support and protection



Supervisor



3rd Shift Team

Flagship provides all frontline employees with a uniform and each employee is responsible for keeping his or her uniform clean. Flagship expects all employees to always use professional judgment and good taste in their personal dress and hygiene.

Supervisors, in conjunction with your designated HR representative, may make determinations on clothing and hygiene that is inappropriate and/or contrary to Flagship's standards. Where necessary, Flagship accommodates a person's disability or religious beliefs and practices.

When uniforms begin to show signs of wear, the supervisor furnishes a replacement.

All Flagship employees will wear a photo ID badge with their full name visible.

Proposal Forms

Signature Sheet

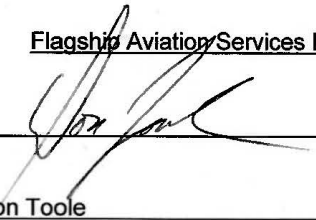
RFP No. 25-023

JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES AT PENSACOLA INTERNATIONAL AIRPORT

Signature Sheet

The undersigned, as bidder, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the bid specifications.**

Legal Name of Firm: Flagship Aviation Services LLC.

Signature: 

Name (type/print): Don Toole

Title: Chief Revenue Officer

Address: 405 S. Kimball Ave.

City: Southlake, State: TX Zip: 76092

Telephone: 850-490-6855 Fax No.: 972-574-9703 Date: 2-14-2025

Email Address: dtoole@flagshipinc.com

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Page 4 of 30

Coercion for Labor and Services Affidavit

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

Vendor Name: Flagship Aviation Services LLC.

Vendor FEIN: 92-1391278 Phone Number: 972-574-9702

Vendor's Authorized Representative Name and Title: Don Toole, Chief Revenue Officer

Address: 405 S. Kimball Ave.

City: Southlake State: TX ZIP: 76092

Email Address: dtoole@flagshipinc.com

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

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

Florida Statute 787.06

(2)(a) "Coercion" means:

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

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

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

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

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: Don Toole, Chief Revenue Officer

Date: 2-14-2025

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Page 5 of 30

Debarment or Suspension Certification

52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
   A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
   B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
   C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
   A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

   This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
   B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
   C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in the withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
   D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
   E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: Flagship Aviation Services, LLC. Date: 2-14-2025

Authorized Signature: _____ Printed Name: Don Toole

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Page 6 of 30

Subcontracting with Contractors

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

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

   A. The name of the subcontractor.

   B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

   C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

   D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Flagship Aviation Services, LLC.
Company Name

N/A

Authorized Signature

Printed Name

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VBE Participation Form

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

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

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

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

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

If not, mark "N/A."

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:
N/A		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

MWBE Participation Form

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

For a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

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

Respondent's Name:	Respondent's Principal Place of Business
N/A	

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

NAME OF M/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1.		
2.		
3.		
4.		
5.		
6.		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

SBE Statement

SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than $1 million. The business must be in Escambia or Santa Rosa County.

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business N/A _____

Address _____

Owner(s)'s Name(s) _____

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

NAME OF M/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1.		
2.		
3.		
4.		
5.		
6.		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Drug-Free Workplace Certificate

DRUG-FREE WORKPLACE CERTIFICATE

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

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

Don Toole, Chief Revenue Officer

Signature

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Page 11 of 30

Licenses, Registration and Certificates

Flagship Aviation Services, LLC. is an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org) under document # M23000015155.

FLORIDA

2025 Florida Annual Resale Certificate for Sales Tax

This Certificate Expires on December 31, 2025

DR-13
R. 10/24

Business Name and Location Address

FLAGSHIP AVIATION SERVICES LLC
9401 JEFF FUQUA BLVD STE 5669
ORLANDO, FL 32827-4432

Certificate Number

58-8019489938-2

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit **floridarevenue.com/taxes/certificates**

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

Addendum 1

Addendum Date: January 30, 2024

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES AT PENSACOLA INTERNATIONAL AIRPORT

RFP No. 25-023

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

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

Company: Flagship Aviation Services LLC. Date: 2-14-2025

Authorized Representative: Don Toole (Printed Name) Title: Chief Revenue Officer

Signature:

1. The pre-proposal conference scheduled for 10:00 A.M., 02/03/25, is **optional**. A site tour will follow.

2. The Special Conditions omitted from the RFP are attached to this addendum.

3. The Proposal Page, Cost Breakdown, and Bidder's List Collection Form omitted from the RFP are attached to this addendum.

CORRECTION

Page 16:
Airport Development
It is anticipated that the airport will expand the terminal facility during the term of this agreement, specifically with the expansion of the passenger screening checkpoint and the addition of a second concourse with five passenger gates. Contractor shall be given the opportunity to serve the new, expanded passenger area(s) under the same terms and conditions as the then current agreement. Should Contractor choose to accept the new, expanded passenger area(s), Contractor shall be given the opportunity to renegotiate the budget to allow for increased staff and/or equipment that may be required to serve the new facility. Should Contractor choose to decline service to the new, expanded area(s), Airport reserves the right to exclude such new, expanded areas from the then current agreement and enter into a separate agreement to service the new, expanded area(s).

Page 1 of 8

List Collection Form

Bidder's List Collection Form

The Pensacola International Airport (PNS) is required per 49 CFR 26. 11 (c) to create and maintain a comprehensive Bidders List. The Bidders List Form will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs and will assist with establishing the agency's annual DBE goal. Each Bidders List is a compilation of bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific project. Please provide the following mandatory data:

Part A: Business Data

Business Name: Flagship Aviation Services LLC.

Business Address: 405 S. Kimball Ave. (Street) Southlake (City) TX 76092 (State/Zip)

Name of Contact Person: Don Toole

Phone: (850) 490-6855 Fax: (972) 574-9703

Email Address: dtoole@flagshipinc.com

Is this business certified as a Disadvantaged Business Enterprise? Yes **No**

Business Annual Gross Receipts (circle one):

Less than $500,000 $500,000 to $1,000,000 $1,000,000 to $3,000,000

$3,000,000 to $6,000,000 Over $6,000,000

Age of Business: 22 Years _____ Months

Race and gender information for the firm's majority owner (circle one):

Black American Native American Subcontinent Asian American

Hispanic American Asian Pacific American **Other**

Part B: Project and Work Description

RFP # 25-023

Project Name: Janitorial and Specialized Floor Care Services for Pensacola Int'l Airport

NAICS code(s) applicable to each scope of work: 561720

Provide brief description of scope of work, services, and/or materials to be performed/furnished:

Janitorial and Specialized Floor Care Services for Pensacola Int'l Airport . The proposer shall supply staff, chemicals and equipment to complete the janitorial services 24/7/365.

Will you subcontract any of your work? Yes* **No**
(* If "Yes," the subcontractor(s) must complete an individual Bidders List Form also.)

Part C: Signature

The undersigned declares that the information set forth on this page is current, complete, and accurate.

Authorized Signature: Don Toole Date: 2-14-2025

Printed Name: Don Toole Title: Chief Revenue Officer

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Page 7 of 8

Addendum 2

Addendum Date: February 6, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #2

JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES AT PENSACOLA INTERNATIONAL AIRPORT

RFP No. 25-023

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

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

Company: Flagship Aviation Services LLC. Date: 2-14-2025

Authorized Representative: Don Toole Title: Chief Revenue Officer
Printed Name

Signature: Don Toole

1. The pre-proposal conference recording is available on the City website in two (2) files at this link.
2. The pre-proposal conference presentation is attached.
3. The pre-proposal conference in-person and Teams attendance sheets are attached.
4. No further questions will be accepted.

CORRECTION

Addendum No. 1: A site tour did not take place after the pre-proposal conference.

QUESTIONS AND ANSWERS

1. Total Cleanable Square Footage: What is the total square footage of the areas covered under this contract for janitorial services?

A. See pre-proposal presentation.

Page 1 of 7

Financial Proposal

BID NO. 25-023
PROPOSAL
(page 1)

JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES FOR PENSACOLA INTERNATIONAL AIRPORT

Total Cost for first 12 Months
Janitorial & Floor Cleaning Services: $1,773,200.90
(Must match Cost Breakdown)

Hourly Labor Rate for Additional Services
as per Specifications: $ 25.45

A: Attach evidence of at least ten (10) years' experience in large scale commercial janitorial maintenance services.

B: Name, location, point-of-contact, and telephone number of other entities for which bidder has performed similar services within the past three (3) years:
Tampa International Airport – Christoper Styles – 813-230-4472
St. Pete Clearwater Airport - Mark Sprague - 727-453-7802
Destin- Fort Walton Beach Airport - Patrick (Jamie) Milton - 850-651-7160 ext. 1047

C: Have you ever had any contracts revoked, terminated early or been awarded any contracts that were subsequently not executed?

Yes:_____ No: X

If Yes, attach explanation.

The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item number, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City.

Enclosed herewith is a bid bond, or a certified or cashier's check made payable to the City of Pensacola in the amount of two thousand dollars ($2,000.00) as stated in the General Conditions.

Any exception to specifications or qualifications of bid must be noted and fully explained.

Company Name: Flagship Aviation Services, LLC.

Signature Don Toole Date:

Printed Name: Don Toole Title: Chief Revenue Officer

Address: 405 S. Kimball Ave.

City: Southlake State: TX Zip: 76092

Telephone: 850-490-6855 Fax: 850-490-6855

E-mail: dtoole@flagshipinc.com

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Page 5 of 8

See Revised Financial Proposal

BID NO. #25-023
PROPOSAL
(page 2)

JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES FOR PENSACOLA INTERNATIONAL AIRPORT

Cost Breakdown

Break down total cost into the following items:

Reimbursable Expenses: All lists included in proposal under Financial Proposal

chemicals and consumables (attach list)	$ 268,135.68
non-capital equipment[1] (attach list)	$ 9,891.36
payroll[2] (attach list)	$ 1,236,127.52
other costs (attach list)	$ 109,360.55
Overhead/profit[3] (if applicable)	$ 149,685.79 fixed or %
Management fee[3] (if applicable)	$ fixed or %
Total for the first year of the contract term	$ 1,773,200.90

[1] Non-capital equipment is equipment with a cost of less than $500.00. Examples include mops, brooms, dusters, carts.

[2] The proposed budget shall include a proposed labor analysis comprised of A) a proposed shift schedule including job title and salary range for each employee and B) a proposed staffing schedule to include total full time and part time man-hour requirements and salary schedule for each position

[3] Fees paid on cost of labor only. Fees not applicable to supplies or equipment.

ADDITIONAL SERVICES

24 Hour Emergency Service:	$ 40.26 per man hour
Replacement Carpet Tile Installation:	$ 40.26 per man hour
Carpet Tile Rotation:	$ 27.76 per man hour
Emergency Extraction:	$ 40.26 per man hour
Labor:	$ 25.45 per man hour
Equipment (i.e. Dryers, De-humidifiers, etc.):	$ 27.76 per man hour
Upholstered Furniture Cleaning:	$ 27.76 per man hour
Disinfectant:	$ 0.09 per sq. ft.

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Page 6 of 8

See Revised Financial Proposal

Other Cost List:

Other cost	Annual $
Capital Equipment	$ 42,003.35
Cell phone stipend	$ 2,611.25
Uniforms	$ 16,320.31
Badging/Hiring	$ 2,244.04
Technology	$ 6,330.00
Health & Welfare for Spr/Mgrs	$ 39,851.60
Other Costs Line	**$ 109,360.55**

Payroll back-up data

Position	Pay Rate Hourly	Annual Hours	Annual Pay	Annual PTO	Payroll Taxes	Payroll
SIte Manager	$28.85	2,080.00	$ 60,000.00		$ 10,008.00	$ 70,008.00
1st Shift supervisor	$19.00	2,080.00	$ 39,520.00	$2,989.33	$ 7,090.56	$ 49,599.89
1st Shift Supervisors	$19.00	2,080.00	$ 39,520.00	$2,989.33	$ 7,090.56	$ 49,599.89
1st shift cleaner	$16.00	11,648.00	$ 186,368.00	$14,097.07	$ 33,437.57	$ 233,902.64
2nd Shift Supervisor	$19.00	2,080.00	$ 39,520.00	$2,989.33	$ 7,090.56	$ 49,599.89
2nd Shift Supervisor	$19.00	2,080.00	$ 39,520.00	$2,989.33	$ 7,090.56	$ 49,599.89
2nd Shift Cleaners	$16.00	11,648.00	$ 186,368.00	$14,097.07	$ 33,437.57	$ 233,902.64
3rd Shift Supervisor	$20.00	2,080.00	$ 41,600.00	$3,146.67	$ 7,463.74	$ 52,210.41
3rd Shift Supervisor	$20.00	2,080.00	$ 41,600.00	$3,146.67	$ 7,463.74	$ 52,210.41
3rd Shift Cleaner	$16.50	14,560.00	$ 240,240.00	$18,172.00	$ 43,103.12	$ 301,515.12
Floor Tech	$18.00	4,160.00	$ 74,880.00	$5,664.00	$ 13,434.74	$ 93,978.74
Combined Totals		**56,576.00**	**$ 989,136.00**	**$ 70,280.80**	**$ 176,710.72**	**$ 1,236,127.52**

See Revised Financial Proposal

BID NO. 25-023
PROPOSAL
(page 1)

JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES FOR PENSACOLA INTERNATIONAL AIRPORT

Total Cost for first 12 Months
Janitorial & Floor Cleaning Services: $ 1,628,157.99
(Must match Cost Breakdown)

Hourly Labor Rate for Additional Services
as per Specifications: $25.45

A: Attach evidence of at least ten (10) years' experience in large scale commercial janitorial maintenance services.

B: Name, location, point-of-contact, and telephone number of other entities for which bidder has performed similar services within the past three (3) years:
Tampa International Airport – Christine Phillips 813-753-3986 CPhillips@TampaAirport.com
St. Pete Clearwater Airport – Mark Sprauge msprauge@fly2pie.com
Destin- Fort Walton Beach Airport – Tracy Stage 850-904-6229 tstage@myokaloosa.com

C: Have you ever had any contracts revoked, terminated early or been awarded any contracts that were subsequently not executed?

Yes:_____ No: X

If Yes, attach explanation.

The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item number, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City.

Enclosed herewith is a bid bond, or a certified or cashier's check made payable to the City of Pensacola in the amount of two thousand dollars ($2,000.00) as stated in the General Conditions.

Any exception to specifications or qualifications of bid must be noted and fully explained.

Company Name: Flagship Aviation Services LLC.

Signature Don Toole Date: 1-27-2026

Printed Name: Don Toole Title: Chief Revenue Officer

Address: 405 S. Kimball Ave.

City: Southlake State: TX Zip:76092

Telephone: 850-490-6855 Fax: 850-490-6855

E-mail: dtoole@flagshipinc.com

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BID NO. #25-023
PROPOSAL
(page 2)

JANITORIAL AND SPECIALIZED FLOOR CARE SERVICES FOR PENSACOLA INTERNATIONAL AIRPORT

Cost Breakdown

Break down total cost into the following items:

Reimbursable Expenses:

chemicals and consumables (attach list)		$ 238,296.40
non-capital equipment[1] (attach list)		$ 9,138.40
payroll[2] (attach list)		$1,144,464.11
other costs (attach list)		$ 99,384.60
Overhead/profit[3] (if applicable)	$136,874.48 fixed or % _____	
Management fee[3] (if applicable)	$_____fixed or %_____	
Total for the first year of the contract term		$1,628,157.99

[1] Non-capital equipment is equipment with a cost of less than $500.00. Examples include mops, brooms, dusters, carts.

[2] The proposed budget shall include a proposed labor analysis comprised of A) a proposed shift schedule including job title and salary range for each employee and B) a proposed staffing schedule to include total full time and part time man-hour requirements and salary schedule for each position

[3] Fees paid on cost of labor only. Fees not applicable to supplies or equipment.

ADDITIONAL SERVICES

24 Hour Emergency Service:	$ 40.26	per man hour
Replacement Carpet Tile Installation:	$ 40.26	per man hour
Carpet Tile Rotation:	$ 27.76	per man hour
Emergency Extraction:	$ 40.26	per man hour
Labor:	$ 25.45	per man hour
Equipment (i.e. Dryers, De-humidifiers, etc.):	$ 27.76	per man hour
Upholstered Furniture Cleaning:	$ 27.76	per man hour
Disinfectant:	$ .09	per sq. ft.

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

File #: 26-501 Agenda Conference 5/11/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 26-024 - PENSACOLA BAY PIER AT COMMUNITY MARITIME PARK, PHASE II

RECOMMENDATION:

That City Council award Bid # 26-024, Pensacola Bay Pier at Community Maritime Park, Phase II to Gulf Marine Construction, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of $715,308.00 plus a 15% contingency of $107,296.20 for a total of $822,604.20. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #6: Public Spaces that Connect Communities.

The completion of the Pensacola Bay Pier in 2023, also considered Phase 1 of this project, marked a transformative investment in our community, made possible through a Florida Fish and Wildlife Conservation Commission Grant. As the project concluded, a unique opportunity emerged to thoughtfully reinvest the remaining funds in a way that would amplify the pier's impact. After careful consideration of multiple concepts, the addition of water and power infrastructure was identified as the most strategic and forward-thinking enhancement.

This project will elevate the Pensacola Bay Pier from a beautiful destination to a dynamic, fully equipped waterfront experience—unlocking new opportunities for events, boating, fishing, and extended visitor engagement. By retrofitting the pier with these essential amenities, the City is not only enhancing functionality but also strengthening its identity as a premier waterfront destination.

This investment directly supports the activation of our waterfront assets, creating a more vibrant, accessible, and attractive environment for residents and visitors alike. It positions the

pier as a catalyst for increased tourism, longer stays, and greater economic activity—ensuring that Pensacola's shoreline continues to serve as both a point of pride and a powerful draw for those seeking an exceptional coastal experience.

PRIOR ACTION:

January 20, 2022 - City Council approved acceptance of the Florida Fish and Wildlife Conservation Commission grant agreement for an amount not to exceed $3,038,895.00.

January 20, 2022 - City Council awarded the bid for construction of Phase 1

FUNDING:

Budget:	$133,000.00	CRA Bond Funds for Design of Phase 1
	3,038,895.00	FWC Grant
	$3,172,225.00	Total
Actual for Phase 1:	$111,512.50	Design of Phase 1 (Actual)
	1,516,501.00	Construction of Phase 1 (Actual)
	119,322.08	Construction Oversight for Phase 1 (Actual)
	$1,747,335.58	Sub-Total Phase 1
Actual for Phase 2:	$ 715,308.00	Base Bid for Phase 2
	107,296.20	15% Contingency for Phase 2
	40,271.84	Engineering Allocation, Project Management, and Inspections for Phase 2
	8,583.40	Testing/Permitting/Misc. for Phase 2
	$ 871,459.44	Total for Phase 2
	$2,618,795.02	Total

FINANCIAL IMPACT:

The remaining and unencumbered Florida Fish and Wildlife Conservation Commission grant funds, in the amount of $1,291,760.00, will fully fund Phase 2 of this project. Any unused funds will be returned to the grant provider.

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

STAFF CONTACT:

David Stafford, City Administrator
Cliff Collins, Jr., Associate City Administrator

Amy Tootle, Director of Public Works & Engineering

ATTACHMENTS:

1. Project Limits for CMP Day Docks
2. 26-024 quantity sheets

PRESENTATION: No


PENSACOLA BAY PIER AT COMMUNITY PARK
Install of Water and Power to Existing Docks
Legend
Project Limits
W Cedar St
Museum Ln
Wahoo's Stadium
Pensacola Bay Pier at Community Maritime Park
Google Earth
Image © 2025 Airbus
500 ft
N

BID NO. 26024
PENSACOLA BAY PIER AT COMMUNITY PARK, PHASE II
QUANTITY SHEET

GULF MARINE

BASE BID LINE ITEMS (including demolition and construction of dock)

No	Category	Quantity	Units	Unit Price	Total Cost
1	MOBILIZATION AND DEMOBILIZATION	1	LS	32790	32,790.00
2	EROSION CONTROL	1	LS	5150	5,150.00
3	MOT FOR PEDESTRIAN CONTROL	1	LS	3493	3,493.00
4	BULKHEAD SCAN	1	EA	2786	2,786.00
5	CONCRETE REMOVAL	16	SY	95	1,520.00
6	CONCRETE BORING	1	LS	3354	3,354.00
7	WHARF WALL REMOVAL	5	CY	817	4,085.00
8	3" PVC	555	LF	42	23,310.00
9	12" CASING PIPE	6	LF	325	1,950.00
10	3" PEX-A (ROVANCO RHINOFLEX)	40	KF	193	7,720.00
11	2" PEX-A (ROVANCO RHINOFLEX)	450	LF	168	75,600.00
12	1.5" PEX-A (ROVANCO RHINOFLEX)	435	LF	143	62,205.00
13	STRAPPING AND HANGERS	1	LS	36437	36,437.00
14	ELECTRICAL LINES	1115	LF	182	202,930.00
15	FP&L PAD-MOUNTED TRANSFORMER & UTILITY METER ENCLOSURE	1	LS	3487	3,487.00
16	LIGHTHOUSE POWER PEDESTAL	29	EA	3191	92,539.00
17	MARINA ELECTRICAL SERVICE RACK	1	EA	12156	12,156.00
18	MARINA MDP PANEL	1	EA	30930	30,930.00
19	PEDESTAL PANEL	3	EA	21188	63,564.00
20	6" X 2" TAPPING SADDLE	1	EA	4520	4,520.00
21	METER BOX VAULT w/1.5" METER	1	EA	1950	1,950.00
22	3" RPZ BACKFLOW PREVENTER	1	EA	21539	21,539.00
23	CONCRETE REPLACEMENT	146	SF	16	2,336.00
24	GRADING FINALIZATION	1275	SF	1	1,275.00
25	PAVER REMOVAL/REPLACEMENT	13	SY	260	3,380.00
26	WHARF WALL REPLACEMENT	5	CY	962	4,810.00
27	LANDSCAPE/IRRIGATION RESTORATION	1	LS	9492	9,492.00
				BID TOTAL	**715,308.00**

BID NO. 26024
PENSACOLA BAY PIER AT COMMUNITY PARK, PHASE II
QUANTITY SHEET

Soule Construction

BASE BID LINE ITEMS (including demolition and construction of dock)						*Vendor Written Total*
No	**Category**	**Quantity**	**Units**	**Unit Price**	**Total Cost**	
1	MOBILIZATION AND DEMOBILIZATION	1	LS	34830.63	34,830.63	34,830.63
2	EROSION CONTROL	1	LS	21792.05	21,792.05	21,792.05
3	MOT FOR PEDESTRIAN CONTROL	1	LS	4946.09	4,946.09	4,946.09
4	BULKHEAD SCAN	1	EA	4209.03	4,209.03	4,209.03
5	CONCRETE REMOVAL	16	SY	216.72	3,467.52	3,467.59
6	CONCRETE BORING	1	LS	8506.14	8,506.14	8,506.14
7	WHARF WALL REMOVAL	5	CY	882.16	4,410.80	4,410.80
8	3" PVC	555	LF	29.09	16,144.95	16,145.28
9	12" CASING PIPE	6	LF	430.63	2,583.78	2,583.75
10	3" PEX-A (ROVANCO RHINOFLEX)	40	KF	152.35	6,094.00	6,093.86
11	2" PEX-A (ROVANCO RHINOFLEX)	450	LF	60.97	27,436.50	27,435.86
12	1.5" PEX-A (ROVANCO RHINOFLEX)	435	LF	37.85	16,464.75	16,466.66
13	STRAPPING AND HANGERS	1	LS	4223.86	4,223.86	4,223.86
14	ELECTRICAL LINES	1115	LF	352.11	392,602.65	392,600.86
15	FP&L PAD-MOUNTED TRANSFORMER & UTILITY METER ENCLOSURE	1	LS	57573.86	57,573.86	57,573.86
16	LIGHTHOUSE POWER PEDESTAL	29	EA	5124.17	148,600.93	148,600.93
17	MARINA ELECTRICAL SERVICE RACK	1	EA	34072.49	34,072.49	34,072.49
18	MARINA MDP PANEL	1	EA	30808.23	30,808.23	30,808.23
19	PEDESTAL PANEL	3	EA	17683.43	53,050.29	53,050.30
20	6" X 2" TAPPING SADDLE	1	EA	5996.69	5,996.69	5,996.69
21	METER BOX VAULT w/1.5" METER	1	EA	5726.58	5,726.58	5,726.58
22	3" RPZ BACKFLOW PREVENTER	1	EA	17358.47	17,358.47	17,358.47
23	CONCRETE REPLACEMENT	146	SF	52.45	7,657.70	7,657.07
24	GRADING FINALIZATION	1275	SF	3.01	3,837.75	3,832.78
25	PAVER REMOVAL/REPLACEMENT	13	SY	449.87	5,848.31	5,848.31
26	WHARF WALL REPLACEMENT	5	CY	1989.93	9,949.65	9,949.64
27	LANDSCAPE/IRRIGATION RESTORATION	1	LS	16648.63	16,648.63	16,648.63
				BID TOTAL	**944,842.33**	**944,836.45**

BID NO. 26024
PENSACOLA BAY PIER AT COMMUNITY PARK, PHASE II
QUANTITY SHEET

Loftis Marine

BASE BID LINE ITEMS (including demolition and construction of dock)						*Vendor Written Total*
No	**Category**	**Quantity**	**Units**	**Unit Price**	**Total Cost**	
1	MOBILIZATION AND DEMOBILIZATION	1	LS	139000	139,000.00	139,000.00
2	EROSION CONTROL	1	LS	650	650.00	650.00
3	MOT FOR PEDESTRIAN CONTROL	1	LS	1040	1,040.00	1,040.00
4	BULKHEAD SCAN	1	EA	1950	1,950.00	1,950.00
5	CONCRETE REMOVAL	16	SY	65	1,040.00	1,040.00
6	CONCRETE BORING	1	LS	6985	6,985.00	6,985.00
7	WHARF WALL REMOVAL	5	CY	400	2,000.00	2,000.00
8	3" PVC	555	LF	28	15,540.00	15,540.00
9	12" CASING PIPE	6	LF	395	2,370.00	2,370.00
10	3" PEX-A (ROVANCO RHINOFLEX)	40	KF	162.5	6,500.00	6,500.00
11	2" PEX-A (ROVANCO RHINOFLEX)	450	LF	43.33	19,498.50	19,500.00
12	1.5" PEX-A (ROVANCO RHINOFLEX)	435	LF	44.83	19,501.05	19,500.00
13	STRAPPING AND HANGERS	1	LS	6500	6,500.00	6,500.00
14	ELECTRICAL LINES	1115	LF	330	367,950.00	367,950.00
15	FP&L PAD-MOUNTED TRANSFORMER & UTILITY METER ENCLOSURE	1	LS	6500	6,500.00	6,500.00
16	LIGHTHOUSE POWER PEDESTAL	29	EA	6058.90	175,708.10	175,708.00
17	MARINA ELECTRICAL SERVICE RACK	1	EA	6500	6,500.00	6,500.00
18	MARINA MDP PANEL	1	EA	52000	52,000.00	52,000.00
19	PEDESTAL PANEL	3	EA	34666.67	104,000.01	104,000.00
20	6" X 2" TAPPING SADDLE	1	EA	3913	3,913.00	3,913.00
21	METER BOX VAULT w/1.5" METER	1	EA	3600	3,600.00	3,600.00
22	3" RPZ BACKFLOW PREVENTER	1	EA	17342	17,342.00	17,342.00
23	CONCRETE REPLACEMENT	146	SF	27	3,942.00	3,942.00
24	GRADING FINALIZATION	1275	SF	2	2,550.00	2,550.00
25	PAVER REMOVAL/REPLACEMENT	13	SY	290	3,770.00	3,770.00
26	WHARF WALL REPLACEMENT	5	CY	1900	9,500.00	9,500.00
27	LANDSCAPE/IRRIGATION RESTORATION	1	LS	15000	15,000.00	15,000.00
				BID TOTAL	**994,849.66**	**994,850.00**

File #: 26-540 Agenda Conference 5/11/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Charles Bare, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

RECOMMENDATION:

That City Council approve funding of $1,181.43 to the Dunmire Woods Neighborhood Association from the City Council Discretionary Funds for District 2.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Established in 1977, the Dunmire Woods Neighborhood is located south of Interstate 10 and west of North 9th Avenue. As their neighborhood events continue to grow in attendance, they are working to make them more comfortable and accessible for all residents. While the association has invested in tables for gatherings, they currently rely on neighbors to bring their own chairs. Dunmire Woods is composed of approximately 76% elderly residents and 14% young families with infants. For many of them, transporting chairs to the park can be physically challenging as well as difficult in managing small children, adding an extra layer of difficulty in attending the neighborhood events. Providing association-owned seating would make a meaningful difference in ensuring everyone can participate comfortably. Funding will be used towards the purchase of 40 folding chairs to provide adequate seating to help ensure their events remain welcoming and inclusive for all residents.

PRIOR ACTION:

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

FUNDING:

Budget:	$19,327.00	District 2 Discretionary Fund Account
Actual:	$ 1,181.43	Dunmire Woods Neighborhood Association

FINANCIAL IMPACT:

A balance of $19,327 is currently within the District 2 Discretionary Fund Account. Upon approval by City Council, a balance of $18,145.57 will remain in the District 2 Discretionary Fund Account.

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

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

File #: 26-489 Agenda Conference 5/11/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FY 2025 CITY OF PENSACOLA ANNUAL COMPREHENSIVE FINANCIAL AUDIT

RECOMMENDATION:

The City Council accept the City of Pensacola Annual Comprehensive Financial Report for the year ended September 30, 2025, as prepared by the Financial Services Department, and the Independent Auditors' Report issued thereupon.

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 the municipal government.

At the end of the fiscal year, the City's Financial Services Department prepares an Annual Comprehensive Financial Report as required by section 11.45 of the Florida State Statues.

PRIOR ACTION:

None.

FUNDING:

Budget: $105,723
Actual: $105,723

FINANCIAL IMPACT:

Each fiscal year, the cost of the independent audit is included in the City Council's budget.

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

STAFF CONTACT:

David Stafford, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. 2025 City of Pensacola Financial Statements
2. City of PNS Final Communication with Governance - SAS 114

PRESENTATION: Yes

FISCAL YEAR 2025

Annual Comprehensive Financial Report

For the Year Ending September 30, 2025

PENSACOLA

FLORIDA'S FIRST & FUTURE

City of Pensacola, Florida
D.C. Reeves, Mayor



THE CITY OF PENSACOLA, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE YEAR ENDED SEPTEMBER 30, 2025

Prepared by:
Financial Services Department

Amy Lovoy
Finance Director

ACCOUNTING STAFF
Lakia McNeal, CPA
Alicia Pettus

CITY OF PENSACOLA, FLORIDA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
YEAR ENDED SEPTEMBER 30, 2024
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CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING

CITY OF PENSACOLA ORGANIZATIONAL CHART

LIST OF ELECTED AND APPOINTED OFFICIALS

THE CITY OF
PENSACOLA
WHERE FLORIDA BEGINS

D.C. Reeves
Mayor

March 9, 2026

The Honorable Members of the City Council
And the Citizens of City of Pensacola, FL

Pursuant to applicable Florida Statutes and sound financial management practices, the Annual Comprehensive Financial Report (Annual Financial Report) of the City of Pensacola, Florida, for the fiscal year ended September 30, 2025, has been prepared and is submitted herewith.

The City of Pensacola's Annual Financial Report was prepared by the Financial Services Department. Responsibility for both the accuracy of the presented data and completeness and fairness of the presentation, including all disclosures, rests with the City. City management believes that the report is a fair presentation of the City's financial position and results of operations as measured by the financial activity of its various funds, that presented data is accurate in all material aspects and that all disclosures necessary to enable the reader to gain maximum understanding of the City's financial affairs have been included.

This report has been presented in accordance with Generally Accepted Accounting Principles (GAAP). These principles require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). The Letter of Transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Pensacola's MD&A can be found immediately following the report of the independent auditors.

Mayor's Initiatives

As the Chief Executive of the City of Pensacola, the Mayor and his staff serve to administer and enforce city ordinances, direct city employees providing services to citizens, and prepare and submit the city budget. In addition to these specific duties outlined in the City Charter, the Mayor also performs economic development, community outreach, and public awareness functions. Mayor D.C. Reeves was elected and sworn in as mayor in November 2022. He is the third Mayor under the City's strong mayor form of government.

Since taking office in 2022, Mayor Reeves has worked diligently with City Staff to engage the community and develop the fire city-wide strategic plan, *Strive to Thrive: Pensacola 2035.* This comprehensive plan outlines a roadmap for the City of Pensacola over the next decade, with a focus on eight key goals:

- Attainable housing for all income levels
- Enhanced support for youth experiences
- Development of more walkable, mixed-use districts
- Fostering a thriving innovation sector and robust local businesses
- Ensuring safe streets for all modes of mobility
- Building resilient waterfronts and neighborhoods
- Creating public spaces that foster community connection
- Celebrating culture and honoring legacy within neighborhoods

Through *Strive to Thrive: Pensacola 2035*, the Mayor is committed to guiding the city toward a vibrant, inclusive, and sustainable future for the City of Pensacola.

The Reporting Entity

The financial reporting entity includes all funds of the primary government, as well as all its component units. Component units are legally separate organizations for which the City is financially accountable and, for financial statement purposes, are either blended with the activities of the City or discretely presented. The criteria used to determine whether an organization should be a part of the City's reporting entity were those outlined by Governmental Accounting Standards Board (GASB) Statement No. 61, *The Financial Reporting Entity: Omnibus*.

The Downtown Improvement Board (DIB) has been classified as a component unit and is discretely presented in the City's annual financial report in a separate column in the government-wide financial statements. The Community Redevelopment Agency (CRA) also meets the definition of a component unit; however, their financial reporting is blended with the City's financial activity. In addition, Florida Statute section 163.387(8) requires an independent audit of the CRA's financial statements. A copy of the CRA's audited financial statements can be obtained by contacting the City's financial services department: City of Pensacola, 222 West Main Street, Pensacola, FL 32502.

Form of Government

The City operates under a Mayor-Council structure commonly referred to as a "Strong Mayor" form of government. With the Mayor-Council structure, the Council is the governing body of the City with all legislative powers of the City vested therein, which consisted of seven (7) Council Members, one (1) elected from each of the seven (7) election districts of the City. The Mayor is not a member of Council and does not have voting power. The Mayor's term allows for a maximum of three consecutive four-year terms of office. Beginning in January 2022 and every ten years thereafter, a Charter Review Commission will be established to review the City's charter. With the Mayor-Council structure, the Mayor replaces the City Manager as the executive head of the City and shall appoint a City Administrator to assist in managing daily operations.

The City of Pensacola provides a full range of municipal services including public works, public safety, recreation and cultural activities. In addition, the City's enterprise activities include a natural gas utility, sanitation collection system, seaport, and international airport.

Accounting and Internal Controls

The management of the City is responsible for establishing and maintaining internal controls. Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding the safeguarding of assets against loss through unauthorized use or disposition; the reliability of financial records for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the evaluation of costs and benefits requires estimates and judgments by management.

Budget Process

The budget process for the City of Pensacola does not have an easily identifiable beginning or end. During each fiscal year, new initiatives for services, regulations, funding sources, better methods of providing existing services, and citizen comments are brought forward for discussion and study and implementation. Although the budget document is developed at a fixed point in time and identifies a work plan for a specific period, the budget process is fluid.

A quarterly report is provided to City Council on pertinent funds which shows a comparison of revenues and expenditures to budgeted numbers providing an update on the budget's status throughout the fiscal year. These quarterly reports are also made available to the public for a more frequent overview of financial status relative to the budget. In accordance with Chapter 166.241, Florida Statutes, budget amendments within a fund (transfers of amounts from one line item to another) are approved by the Finance Director as the Mayor's designee and Supplemental Budget Resolutions adopted by Council are the only means to amend an adopted budget. Two public hearings are held before the adoption of the final budget and final millage rates.

Debt Administration

Debt administration is the responsibility of the City's Finance Director. Additional assistance is employed through the services of PFM Financial Advisors LLC, the City's Financial Advisors.

Pledged revenues for business-type debt are typically the sole pledge of net revenues from operations, however, from time to time there are pledges of specific revenue streams. In fiscal year 2025 business-type activities paid a total of $4.9 million and $1.1 million, respectively, for principal and interest on bonds.

Revenues traditionally pledged for general government type debt include infrastructure sales tax, local option gasoline tax, communication services tax, local business tax and tax increment revenues. The City paid a total of $3.5 million and $2.1 million, respectively for principal and interest, for governmental activities debt during fiscal year 2025. The City has no general obligation debt.

In order to be in compliance with all continuing disclosure requirements, the City of Pensacola issues an annual Report to Bondholders published on or before the 180th day after the end of the City's fiscal year. The Annual Comprehensive Financial Report and the Report to Bondholders should be read in conjunction to get a clear and complete understanding of the market effect on the City of Pensacola.

Pensacola Energy

Pensacola Energy, a department of the City, became a City-owned utility on April 27, 1948, upon its purchase from the Gulf Power Company. Pensacola Energy supplies natural gas to an average of 46,700 service connections and is one of the largest municipal gas distribution systems in Florida as it relates to customer base. The revenue classification for billed gas service is 42.3% residential, 24.7% commercial, 32.5% industrial and 0.5% municipal.

Pensacola Energy reported an operating income before depreciation of $2.2 million, a decrease of $12.9 million from the prior year. Operating revenues increased 13% ($7.46 million), while operating expenses rose 52% ($20.40 million), primarily due to a $12.6 million franchise fee lawsuit settlement. Additional cost drivers included higher gas costs ($4.83 million) and increased contractual services ($3.55 million) related to expanded projects.

Pensacola Energy budgets for normal winters; however, actual revenues fluctuate with the cost of natural gas and weather patterns. Pensacola Energy is allowed to adjust rates annually with the Consumer Price Index (CPI) if approved by City Council. There was a 15% CPI included in fiscal year 2025 budget to recoup the deferred CPI increases from- the prior years.

Fiscal year 2026 operating revenues are budgeted at $64.4 million, consistent with prior year. The CPI increase for fiscal year 2026 is 5%, which will allow Pensacola Energy to continue to fund replacements of residential meters, AMR remote transmitters and odorizer systems with zero-emissions as well as investments in its capital equipment such as new transmit van equipped with a camera system to inspect pipes. Fiscal year 2026 appropriations remained relatively stable at $66.1 million, while the transfer to the General Fund increased to $12.8 million.

Sanitation Services

The City has operated a solid waste collection system for over fifty years. Sanitation service is mandatory within the city limits, and the City provides residential garbage, recycling, and trash collection once per week to approximately 22,000 customers. In fiscal year 2025, sanitation implemented a two-tier rating system. Residential sanitation fees without recycling are set at $24.99 per month while residential sanitation services including recycling are set at $32.99 per month to support the self-sustaining Sanitation Services operation. In addition, there is a fuel and lubricant pass-through surcharge of $2.00 per month and equipment surcharge of $5.12 per month for the fiscal year 2025. Funds generated by the equipment surcharge are used for replacement of sanitation equipment.

Sanitation reported operating income before depreciation of $946,207 an increase of $329,071 compared to the prior fiscal year. Operating expenses decreased by $295,322, primarily due to reduced repair costs resulting from the acquisition of new equipment requiring less maintenance.

Fiscal year 2026 revenues are budgeted at $9.8 million, representing an increase of $1,229,500 (14%) over the prior year's budget. This growth is primarily attributable to the implementation of the recycling program during FY2025 and the approval of new rates for garbage and recycling services, which are expected to drive higher revenues in FY2026. Appropriations for FY2026 increased by $1.6 million to support the expanded services.

Port of Pensacola

The Port of Pensacola, a department of the City, provides marine terminal services connecting water and land transportation. Revenues are generated through fees for wharfage, handling, dockage, rent, storage, security, and harbor services. Rates are established in a published, publicly available tariff.

The Port reported an operating income before depreciation of $900,263, an increase of $1.1 million from the prior year. Operating revenues increased by $1.1 million primarily driven by increase in vessel activity at the Port.

For decades, the Port of Pensacola has relied on Florida Seaport Transportation and Economic Development (FSTED) grants to fund critical infrastructure improvements. Currently, the Port is continuing construction of a new boat launch and marina facility on the eastern side, financed through an FSTED grant. In addition, the Port actively manages and utilizes multiple Florida Department of Transportation (FDOT) grants to support projects such as railroad modernization, upland cargo improvements, and drainage repairs. Recently, the City formally welcomed American Magic to the Port of Pensacola, establishing a significant new partnership that enhances the Port's strategic profile and supports continued growth in maritime activity.

Fiscal year 2026 operating revenues are budgeted at $3.2 million, an increase of $355,800 (12%) over the prior year's budget. This projection is based on historical vessel activity trends and current and prospective lease agreements. Appropriations for FY2026 increased by the same amount, reflecting higher anticipated activity levels.

Pensacola International Airport

The City of Pensacola owns Pensacola International Airport and operates the facility as an enterprise department. The Airport plays an important role in the national, state, and local air transportation systems, serving as the primary commercial service airport for northwest Florida and southeast Alabama with a principal service area encompassing Escambia, Santa Rosa, and Okaloosa Counties in Florida and Baldwin, Escambia and Mobile counties in Alabama. During fiscal year 2025, 3.12 million passengers utilized the scheduled service. According to the Bureau of Transportation Statistics data, Pensacola was ranked 85th among 762 U.S. airports in terms of the total number of scheduled enplanements as of September 2024.

The Airport had operating income before depreciation of $14,041,064, a $3.2 million increase over the last fiscal year. The Airport Fund's operating revenues increased by $2.6 million (7%) in fiscal year 2025 and expenses decreased by $578,542 (2%). The primary reason for the increase in revenues is increased passenger traffic.

Fiscal year 2026 operating revenues are budgeted at $36.7 million, an increase of $5.2 million (16%) compared to the prior fiscal year's budget. Non-airline revenues—including restaurant and lounge operations, hangar and ground leases, parking facilities, and rental car customer facility charges—are projected to total $4.2 million. Airline-related charges, such as loading bridge fees, landing fees, apron rentals, and airline space rentals, are expected to increase modestly by $465,300 based on current agreements. The fiscal year 2026 revenue budget reflects

activity levels consistent with fiscal year 2025 trends. Operating appropriations for fiscal year 2026 are projected to rise by $5.6 million (16%) over fiscal year 2025 budgeted totals, primarily due to increased personnel and operating service costs associated with growing airport activity.

The Airport has an operating agreement with the airlines which provides for revenues sufficient to meet operating expenses, debt service payments and capital expenditures. However, it does not provide for any incentives given to the airlines nor depreciation, which is reported on the City's financial statements as an operating expense.

Current Year Budget, Events and Future Year Plans

City Council approved a fiscal year 2025 budget of $311.3 million, an increase of $2.4 million compared to the fiscal year 2024 budget. Overall appropriated fund balance decreased by $8.6 million, while total revenue estimates declined by $4.9 million. The General Fund anticipated a $5.8 million (8%) increase in revenues, primarily driven by a $2.4 million rise in property tax collections resulting from an 8.73% increase in taxable property valuations and an additional $2 million in investment income. Reflecting current market conditions, the City has earned an average return of 4.5% on investments over the past year; therefore, the fiscal year 2025 budget incorporated prior-year interest income trends.

The Special Revenue Funds anticipated an increase in revenues of $8.2 million (16%) mainly due to increased stormwater utility fees and increased intergovernmental revenues. In Fiscal year 2025 the budgeted revenues increased by $2.1 million due to an approved increase in the assessment free from $76.12 per ESU to $120.49 per ESU. In addition, the intergovernmental revenues increased by $3.9 million due to the anticipated increase in revenues for the Housing Assistance payments for the year.

The Enterprise Funds anticipated a decrease in revenues of $19.4 (14%). Natural gas sales were projected at $62.8 million, a decrease of $10.9 million or 14.76% from the fiscal year 2024 budget is primarily due to lower gas cost, despite the CPI increase of 15% in fiscal year 2025. Sanitation revenues were projected at $7.29 million, a decrease of $50,000 or .68% from the fiscal year 2024 budget. Port revenues were projected at $2.9 million, a decrease of $62,300 or 2% from the fiscal year 2024 budget based historical trend information on vessel activity. Pensacola International Airport revenues and passenger facility charges were projected at $30 million, an increase of $1.7 million (6.01%) from the fiscal year 2024 budget. The non-airline revenues increased by $2.6 million primarily due to parking lot revenues. The increases in operating revenues are in line with the constituent anticipated growth in airport activity.

Departmental events and plans

The Pensacola Police Department (PPD)provides a wide range of services and programs designed to protect the lives and property of the citizens and visitors to the City of Pensacola. PPD is dedicated to enhancing community policing strategies aimed at improving communication and building strong relationships between officers and the public. The department's efforts have contributed significantly to the City of Pensacola earning and remaining in the top 10 of America's safest cities in 2024 and 2025. This recognition reflects the

department's commitment to creating a safer and more connected community through collaborative partnerships and open lines of communication.

At the heart of the department's success is the Special Services Division, which plays a pivotal role in working with neighborhood associations, businesses, civic organizations, and even tourists to ensure ongoing dialogue. This proactive approach fosters trust and helps maintain a strong sense of security within the city. As part of these outreach efforts, the department regularly hosts a variety of community events, such as Coffee with a Cop, the Citizen's Police Academy, Summer Camp HERO, Protecting Places of Worship programs, a Children's Christmas event, and the Rally Foundation Christmas Party. These events are designed to encourage face-to-face interaction between officers and the public, further strengthening the relationship between law enforcement and the community.

In addition to direct community engagement, the PPD has worked closely with law enforcement partners at the local, state, and federal levels to enhance their operations. Through these collaborations, the department has been able to improve equipment and technology, enabling them to provide innovative, effective, and efficient policing services. Over the past fiscal year, PPD was awarded numerous grants that facilitated the purchase of critical items for crime prevention and officer safety. These investments have allowed the department to improve both its operational capabilities and its ability to address emerging challenges.

Looking ahead to fiscal year 2027, the department remains focused on crime reduction. Key initiatives include increased patrols in areas with higher rates of violent crime, burglaries, and drug-related activity. Additionally, the department will continue to deploy advanced technology in known problem areas to enhance crime prevention and improve response times. PPD will also maintain its strong collaboration with neighborhood associations to ensure residents are actively involved in the ongoing effort to make the city even safer. Through these initiatives, the Pensacola Police Department continues to evolve and improve, providing a model for community-based policing while ensuring the safety and well-being of everyone in the city.

Code Enforcement focuses on ensuring compliance with laws, ordinances, and regulations designed to maintain public safety, health, and the quality of life with the City limits. Code Enforcement activity moved from the management of Sanitation to the Police Department in the beginning of fiscal year 2025. The Code Enforcement Division initiated 5,375 new cases in fiscal year 2025 ending with a 95 percent compliance rate for the new cases. Along with illegal dumping cases and Sanitation "no service" cases, the code enforcement officers made 9,709 site visits consisting of initial investigations, follow-ups, and property postings.

The Pensacola Fire Department (PFD) continues to deliver a comprehensive range of services designed to protect the lives and property of residents and visitors. PFD proudly maintains an Insurance Services Office (ISO) Class 1 rating – the highest possible designation. This distinction reflects excellence in fire station distribution, staffing, training, apparatus and equipment, water supply, emergency communications and dispatch, radio systems, and response times. Maintaining this rating demonstrates the City's sustained commitment to operational effectiveness and risk mitigation.

During fiscal year 2025, PFD implemented several operational and capital improvements. The Logistics Division replaced aging staff vehicles with newer, low-mileage units from the City's surplus fleet to enhance reliability and cost efficiency.

The Training Division completed critical upgrades to the maritime live Fire training simulator and resurfaced the Drill Tower training grounds to strengthen safety and operational readiness. The Health and Safety Division secured a state-funded grant to acquire cancer decontamination equipment and purchased battery-operated ventilation fans to improve firefighter safety. Exterior security enhancements, including lighting and camera installations at fire stations, were also completed. Emergency management continues enhancing interagency coordination and pre-planning for public events, festivals, and seasonal activities. The citywide emergency management plans were updated through vendor support and ARPA funding. The Department strengthened its data management capabilities by transitioning from the National Fire Incident Reporting System (NFIRS) to the National Emergency Response Information System (NERIS), improving reporting accuracy and performance evaluation. The Training Division standardized all-hazards exercises to enhance preparedness, and the Fire Prevention Bureau expanded its smoke alarm awareness initiative, installing nearly 198 smoke alarms to reduce fire risk within the community.

Looking ahead to Fiscal Year 2026, the Department is actively procuring a new fire apparatus as part of its ongoing capital replacement strategy. Collaboration continues with a vendor to modernize and manage Standard Operating Procedures (SOPs) and Standard Operating Guidelines (SOGs). The city continues providing best-practice leadership training for supervisors to support succession planning and long-term organizational stability. Facility upgrades will continue under the oversight of the City’s Facilities and Fleet Division to ensure proper stewardship of infrastructure assets. PFD’s Fire Boat is currently undergoing significant upgrades to enhance marine fire suppression capabilities and expand fire protection coverage across local waterways.

The Parks and Recreation Department continues to promote community wellness and pride through people, parks, and programs. The City of Pensacola maintains 94 parks and open spaces and 10 community resource centers, supported by Parks, Recreation, and Building Maintenance divisions and used by residents and civic organizations.

In FY 2025, the department advanced Mayor D.C. Reeves’ $21.8 million Direction ’25 Initiative to renovate and revitalize parks citywide. Improvements include 2,400 linear feet of accessible sidewalks; 21 new water fountains; repairs or replacements of 264 benches and 139 picnic tables; and 11 completed park and facility revitalizations, including Henry Wyer Park, Roger Scott Athletic Complex and Tennis Center, McNealy Park, Magee Field, Bill Gregory Park, Miralla Park, Alen Park, and Pintado Park. The final phase of Bruce Beach Park opened in November 2024, and community-driven planning is underway for Holice T. Williams Park and Bay Bluffs Park.

The City also advanced plans to redevelop the Fricker Resource Center, leveraging $4.5 million in CDBG funds and $5 million from Florida Commerce’s MPCF grant to replace the aging facility and expand programming space. Planned upgrades include a senior health and wellness

hub, workforce development center, classrooms, library and social hall, gymnasium and restroom improvements, upgraded outdoor amenities, and stormwater enhancements.

In FY 2026, the department is implementing new technology, including work order and asset management software and a fully deployed recreation management system, to improve reservations, streamline operations, and support data-driven financial sustainability.

Partnerships with corporate, nonprofit, and community organizations expand access to high-quality programs. Sponsorships support youth initiatives such as after-school care and summer camps, providing scholarships and safe, enriching spaces, while senior-focused partnerships promote healthy aging and social connection. Program provider agreements clarify responsibilities and align resources, and on-site activations enhance events while delivering value to sponsors.

Through sponsorships and fundraising, the department strengthens initiatives such as Movies in the Park, summer camp scholarships, and after-school programming. Moving forward, the focus remains on creating welcoming spaces where children thrive, families connect, and seniors stay active—enhancing quality of life across Pensacola.

The Public Works and Engineering (PW&E) Department continues to meet its mission to design, build, and maintain resilient infrastructure that enhances safety, mobility, and quality of life for all.

PW Operations maintains 332 miles of roadway, 85 stormwater ponds, 118 various underground stormwater treatment units, 18 ditches, 5,260 drainage inlets, and 46 stormwater outfalls, 16 of which are major outfalls. The department also assists in ensuring public safety at cultural and community events through preparation and breakdown of 12 Gallery Nights and 5 parades and by responding to extreme weather-related emergencies. During fiscal year 2025, the department mobilized emergency crews to respond to the historic 11-inch snowfall. Crews kept 17 vital roadways open throughout the event.

During fiscal year 2025, the Operations Street and Traffic Division completed 102 sidewalk repairs totaling 2,060 linear feet, repaired over 320 potholes, conducted 4 traffic studies, and addressed 808 traffic signal and 612 street light issues. Additionally, the division replaced 486 street markers and street signs, installed 3 new signs, cleaned and/or reset 1,443 street signs, replaced 445 linear feet of curbs, resurfaced 6.0 lane miles of roadway, and placed over 3,500 linear feet of thermoplastic pavement markings on roadways. Staff also supported culture, arts, and community events by installing 43 banners at the Palafox and Garden St. intersection and reviewed 411 Maintenance of Traffic (MOT) plans for various permits and special events. The Arborist program within the division met metrics by overseeing the planting of 168 trees through the use of Tree Trust Fund dollars, reviewing 221 tree pruning permits, and conducting 16 reviews for site work permits and 284 reviews for utility boring permits.

The Operations Stormwater Division conducted 15,706 inlet cleanings, repaired or replaced 129 inlet tops, cleaned and cleared 4,281 linear feet of ditches, oversaw the installation or replacement of 7 new fountains, mowed stormwater pond facilities 441 times, and replaced just

over 773 linear feet of curb. Additionally, 6,586 miles of roadway were swept and 4,356.5 tons of road debris were removed.

Public Works and Engineering had several significant capital improvement projects completed in fiscal year 2025. These included an earth stabilization project behind Gull Point Community Center, the installation of a new stormwater outfall to Pensacola Bay which mitigates flooding (9th Avenue & Bayfront Parkway), the installation of stormwater improvements at the intersection of 12th Ave and Fairfield Dr., installation of bioretention cells on Barrancas Avenue, and the design of the Hollice T. Williams Stormwater Park. In terms of transportation and walkability, over $200,000 was expended in bringing existing sidewalks into ADA compliance, and new sidewalks were installed on Q Street from Jackson to Cervantes, E. Anderson St. from MLK to 6th Ave, E. Scott St. from 9th Ave to 12th Ave, and Avery St. from Davis Hwy to 9th Ave. Lastly, we completed construction of the large "Welcome to Pensacola" sign.

In fiscal year 2026, Public Works and Engineering will continue to improve City infrastructure with the completion of the following capital improvement projects: the installation of new stormwater piping on a portion of Barrancas Avenue, the completion of the South Palafox Pedestrian Improvements Project, the addition of water and power amenities to Community Maritime Park's Day Docks, construction of new stormwater outfalls to Pensacola Bay which will mitigate flooding (Main Street & B Street), design and installation of five new stormwater treatment solutions which currently discharge into Bayou Texar, the installation of an advanced warning system on 17th Ave to mitigate vehicular impacts to the Graffiti Bridge, design of a new stormwater piping system down Langley Avenue, and construction of the Hollice T. Williams Stormwater Park. In terms of transportation and walkability, about $200,000 will be expended in bringing existing sidewalks into ADA compliance, and new sidewalks will be designed for Jackson Street from A Street to G Street, 17th Avenue from Brainerd to Lloyd, 17th Avenue from Lee to Blount, and Wright Street from A Street to G Street.

The Facilities and Fleet Management Department continues to serve as the centralized operational backbone for the City's physical infrastructure and fleet assets. The Department is responsible for providing preventative maintenance, repair services, regulatory compliance, and management of renovation and capital construction projects for City-owned buildings, vehicles and equipment. Services encompass architectural, mechanical, electrical, structural, plumbing, and fire protection systems, ensuring full compliance with all applicable local, state, and federal codes and standards.

In Fiscal Year 2025, the Facilities Management Division reinforced its commitment to occupant health, safety, and operational reliability while expanding its oversight to include all Fire Stations and the Pensacola Police Department—bringing total responsibility to 19 municipal buildings. Despite increased service demands, the Division maintained uninterrupted operations, strengthened preventative maintenance programs, and ensured life-safety and regulatory compliance to support critical City and Public Safety functions. Additionally, the Division managed major capital improvements and renovation projects, including the Fricker Resource Center Renovation, Dr. E.S. Cobb Center Renovation, Portland Loo Installation, City Hall façade and drainage repairs, multiple workspace reconfigurations on City Hall's 3rd and 6th floors, City Hall elevator replacements, lobby modernization, and extensive renovations and repairs at the Pensacola Police Department.

During Fiscal Year 2025, the Fleet Management Division achieved significant performance improvements, highlighted by the successful implementation of the Asset Management Tyler program. This system integrates seamlessly with finance reporting tools, reducing duplicate administrative processes while enhancing cost tracking and asset lifecycle monitoring. The transition has streamlined workflows, improved data transparency between administrative staff and field technicians, and positioned the Department for stronger financial accountability, real-time reporting, and more effective long-term capital planning. The Fleet department completed 1,797 light vehicle repairs and 2,043 heavy duty repairs during the fiscal year.

The Development Services Department is comprised of three divisions: Development Services Administration, Planning & Zoning, and Building Inspections. The Department is responsible for the City's long-range planning, land development and revitalization programs, as well as plan review and permitting, and the collection of Business Tax Receipts. Development Service coordinates the City's weekly "One Stop" Development Review meeting, which provides those who are interested in submitting projects for permitting the opportunity to obtain input from City staff from Planning and Zoning, Building Inspection, Fire Marshall, Public Works and Engineering among others.

Planning and Zoning continues to maintain the City's Comprehensive Plan, Planning Services also maintains the current Land Development Code (LDC) and continues to work towards encouraging urban density, mixed-use development, and implementing form-based, sustainable development guidelines to create a more walkable-built environment. Planning and Zoning is currently managing the ongoing assessment and revision of the City's Land Development Code.

Building Inspections is responsible for reviewing building plans and conducting inspections of building construction for compliance with Florida Building Codes, local building ordinances and approved plans within the city limits. During fiscal year 2025, the department issued 7,244 permits and conducted 20,739 building inspections.

The Community Redevelopment Agency (CRA) was established in 1980 to guide revitalization of a 1,237-block blighted area known as the Pensacola Inner City Community Redevelopment Area, generally bounded by 17th Avenue to the east, Pensacola Bay to the south, Bayou Chico and the city limits to the west, and the city limits to the north. Within this area are three tax increment financing (TIF) districts: the Urban Core Community Redevelopment Area, the Eastside Community Redevelopment Area (Urban Infill and Redevelopment Area), and the Westside Community Redevelopment Area. Each district uses TIF revenues to support redevelopment activities, infrastructure improvements, housing initiatives, and blight reduction consistent with adopted redevelopment plans.

The CRA works collaboratively with private-sector partners to support revitalization efforts that remove blight, maintain housing affordability, strengthen the property tax base, and promote future revenue growth.

The **Urban Core Community Redevelopment Area,** established in 1984, has facilitated a wide range of public and private redevelopment initiatives, including streetscape improvements, park

development, commercial property rehabilitation, and relocation of the Emerald Coast Utilities Authority wastewater treatment plant. In 2010, redevelopment of a 27-acre waterfront site was completed, resulting in Vince Whibbs, Sr. Community Maritime Park, a public waterfront destination that includes a multi-use stadium, amphitheater, public promenade, and parcels available for private development. These improvements were supported in part through the issuance of the Urban Core Redevelopment Revenue Bond, Series 2009.

During fiscal year 2025, the City adopted an update to the Urban Core Redevelopment Plan to guide future investment and redevelopment activity. Public improvements associated with Phase II of Bruce Beach were completed, progress was made toward redevelopment of property located at 925 East Jackson Street, and a Community Land Trust infill home was completed to support long-term affordable housing. Planned fiscal year 2026 activities include continuation of residential and commercial improvement programs, completion of South Palafox Street improvements, design of the Cedar Street segment of the Hashtag multi-use path, and development of a small-scale affordable rental housing incentive program.

The **Eastside Community Redevelopment Area**, established in 2005, continues to focus on neighborhood revitalization, historic preservation, and housing affordability. In 2018, the CRA completed reconstruction of the birthplace of Daniel "Chappie" James Jr. to support a commemorative museum and youth flight academy, funded through the Eastside Redevelopment Revenue Bonds, Series 2017. The CRA continues to administer residential improvement and affordable housing initiatives, including acquisition of infill housing sites along Dr. Martin Luther King Jr. Boulevard.

In fiscal year 2025, the City adopted an updated Eastside Redevelopment Plan and completed an Equitable Development Framework Plan to guide redevelopment associated with the Hollice T. Williams Urban Greenway. Planned fiscal year 2026 activities include continuation of residential improvement programs, initiation of a TIF district expansion effort, planning for affordable infill housing development, establishment of a small-scale affordable rental housing incentive program, and planning for the Ice House Market project, a newly defined special demonstration project highlighted in the updated plans.

The **Westside Community Redevelopment Area**, established in 2007, began generating tax increment revenues in 2015 following adoption of a revised base year of 2013 after the economic downturn associated with the 2008 recession. In 2017, the City issued Westside Redevelopment Revenue Bonds to support redevelopment initiatives focused on blight removal and neighborhood livability.

During fiscal year 2025, the City adopted an updated Westside Redevelopment Plan. The CRA re-solicited redevelopment proposals for the former Pensacola Motor Lodge site to support affordable multifamily housing, completed two Community Land Trust infill homes, and continued design towards streetscape improvements along West Main Street, L Street, Gregory Street and Wright Street. Rehabilitation of the historic Alice Williams Library site was initiated, and the former Baptist Hospital campus was donated to the City to support future redevelopment. Planned fiscal year 2026 activities include demolition of the former hospital buildings, continuation of residential and commercial improvement programs, establishment of a small-

scale affordable rental housing incentive program, and advancement of TIF district expansion efforts.

The Housing Department focused on continuing to address the community's needs by supporting community redevelopment projects, supportive service agencies, and concentrating on the need for decent, safe, and attainable housing to enhance the quality of life for all area residents.

During fiscal year 2025 in support of the Mayor's commitment to build stronger neighborhoods, 18 low and moderate families had their homes rehabilitated through the city's various owner-occupied rehabilitation programs, leveraging funds from federal and state sources. Funds received through the State Housing Initiatives Partnership (SHIP) program, HOME Investment Partnerships Program, and other homebuyer programs assisted 2 families in the community reach homeownership.

Through the city's Community Development Block Grant (CDBG) program public service activities supported the delivery of 28,906 nutritional meals to 137 elderly, disabled, and special needs families. Group classes provided educational opportunities regarding home buying and foreclosure prevention for 51 households.

In response to the pandemic, the city received an award of CDBG-Coronavirus funds. As the CDBG-Coronavirus funds expire, the city provided 1 family with emergency payments for rent and utility expenses to ensure they were stably housed and reduced risk of homelessness.

The City of Pensacola Housing Office serves as the Public Housing Authority for all of Escambia County and manages the traditional Housing Choice Voucher (HCV), the HUD-Veterans Affairs Supportive Housing (HUD-VASH) for veterans, and the Emergency Housing Voucher (EHV) to serve people experiencing homelessness, victims of domestic violence, and other groups.

The HCV Program provided rental assistance for approximately 1,760 extremely and very low-income families each month during fiscal year 2025. This reflects approximately $1.6 million in monthly rental housing assistance in our community, paid out to an estimated 508 local landlords.

The VASH program provided rental assistance for 187 veterans. The City of Pensacola Housing office partners with the VA to ensure the assisted veterans' continued success.

During 2025, the city continued to administer a special allocation of 24 EHV in partnership with the Continuum of Care lead agency, Opening Doors Northwest Florida, Inc., targeting the housing needs of people experiencing homelessness, victims of domestic violence, and families at risk of homelessness.

In response to the growing need for attainable housing in the community, to include the development of both rental and homeownership opportunities, the Department continues to develop new programs and seek creative solutions to address this concern for the city's residents.

At the start of FY 26 (December 2025), The City of Pensacola Housing Department supported the new affordable development, Kupfrian Manor, with $700,000 in CDBG funds. Kupfrian Manor will provide 94 units of affordable apartments for seniors. Construction is underway and is estimated to be completed mid-2027.

Parking Department is responsible for the enforcement of state and local parking laws and ordinances for all City owned on-street and off-street parking assets within the city limits. The Parking Department also provides payment enforcement for the city's 1,486 pay-to-park spaces, maintenance of 68 payment kiosks, one city owned parking garage, four boat ramps, and five parking lots. The Parking Department also oversees the Constituent Service Division. In 2025 the Parking Department reinvested over $500,000 of parking revenue back into the city and parking program to include free trolley services, landscaping, parking GIS mapping, restriping, website and marketing updates, free parking signage, new permit application and permit types, holiday lights, public education, garage maintenance, and security enhancements. The City Parking Department experienced a year-over-year 21% increase in single parking sessions, 12% increase in parking permits, and a 28% decrease in the number of parking citations.

The Constituent Services Division responds to 311 (non-emergency) citizen concerns for all seven districts, fifty-five thousand city residents, and sixteen city departments. In 2025 Constituent Services routed, tracked, and responded to 4,827 identified issues within the city limits, answered 11,083 calls, closed 4,659 citizen concern tickets, and maintained an average time to resolve citizen concerns at less than 7 days. The 311 ticket subjects range from potholes to streetlights and from code violations to garbage pick-up. The 311 Department ensures that citizens' concerns regarding the safety and maintenance of city infrastructures are properly addressed, questions about city processes and programs are answered, thereby ensuring the overall quality of life for city constituents.

Pensacola Energy's (PE) vision is to be an innovative, high-value energy services provider committed to safety, performance and excellence with the continued goal to always improve customer service delivery, test and implement new service offerings, upgrade the condition of our underground gas mains and service lines and integrate new technologies to improve operational efficiency and minimize greenhouse gas emissions.

In fiscal year 2025, the department upgraded aging infrastructure at Regulator Station 2 and replaced the first of the system's odorizer stations with a true zero emissions odorant injection system. In-house construction crews installed nine miles of natural gas main, including the replacement of two miles of bare steel main and the installation of seven miles to support new growth.

The natural gas rate ordinance allows for an annual adjustment in rates based on the Consumer Price Index (CPI), an Infrastructure Recovery Charge as a rate component, a Weather Normalization Adjustment Factor, and a Purchase Gas Adjustment which includes a dedicated component to restore Pensacola Energy's operating reserves. A multi-year infrastructure replacement plan has been developed for the Infrastructure Recovery Charge which allows costs to be collected through rates the year following the expenses.

The Sanitation Services is responsible for providing dependable and efficient sanitation services to the City residents and business establishments through residential garbage, recycling, and yard waste collection.

In fiscal year 2025, the Department collected 19,205 tons of solid waste, 11,994 tons of green waste, and 189 tons of recyclable materials. In support of the Mayor's initiative to reinvest in City neighborhoods, Sanitation Services conducted the Mayor's Neighborhood Cleanup program in each City neighborhood, completing ten cleanups during the fiscal year. These efforts resulted in the removal of 415 tons of bulk waste, 641 discarded tires, and 3,132 gallons of old paint. Additionally, curbside recycling was successfully launched in July 2025 and delivered strong early results. Within its first three months of operation, the program collected 189 tons of recyclable materials and achieved a 93 percent uncontaminated rate, demonstrating residents' commitment to proper sorting and responsible recycling practices. Residents also continued to actively utilize the City's Recycling Center at 2750 Summit Boulevard for single-stream recycling, cardboard, and glass drop-off, where 136 tons of contaminated materials were collected over the course of the year.

The Port of Pensacola is a vital economic engine for northwest Florida and a cornerstone of the City's maritime activity since 1754. As one of Florida's sixteen deep-water ports, the Port plays an important role in supporting the City of Pensacola's thriving innovation and businesses by facilitating maritime commerce and water-dependent industries that drive economic growth.

In Fiscal Year 2025, the Port handled 433,513 tons of cargo, representing a 15.7% increase over Fiscal Year 2024. This growth reflects sustained demand across the Port's core business lines. Key cargo activity includes the movement of GE Vernova wind energy components and bulk construction materials that support regional infrastructure development. To enhance cargo efficiency and reliability, the Port is beginning an $11.4 million infrastructure refurbishment program focused on critical upgrades to internal roadways, rail infrastructure, and water distribution systems, directly supporting cargo operations and long-term asset performance.

These cargo operations deliver benefits well beyond the Port itself, supporting the broader community and generating substantial economic impact throughout the region. The Port plays a critical role in enabling GE Vernova's Pensacola manufacturing operations, which support more than 2,100 direct, indirect, and induced jobs in the Pensacola metro area and contribute approximately $176 million in regional GDP. This activity reinforces the Port's role as a key facilitator of industrial growth, workforce stability, and long-term economic resilience in northwest Florida.

The Port has completed the American Magic Warehouse 10 project, now operating as a $20.8 million, 56,000-square-foot High-Performance Maritime Center and permanent headquarters for American Magic. The facility supports high-performance sailing, vessel construction and repair, advanced manufacturing, training, and ocean science research with direct access to Pensacola Bay, and will generate approximately 170 high-wage jobs. American Magic has also announced a partnership with SailGP, which has selected Pensacola as its home base for the next five years. To further support these operations, the Port is planning development of a Maritime High Performance Dock Complex that will serve regattas, sailing operations, and additional port users, reinforcing Pensacola's role as a growing center for maritime excellence and innovation.

In parallel, the Port is advancing the Birdon America Inc. shipbuilding project, which has received initial approval through Triumph Gulf Coast. This project is expected to establish Birdon's Southeastern headquarters and a major advanced shipbuilding presence at the Port, generating approximately 2,000 jobs and further positioning Pensacola as a center for maritime manufacturing, innovation, and workforce development.

Together, these investments reinforce the Port of Pensacola's role as a strategic maritime, economic, and workforce asset for the City and the northwest Florida region.

The Pensacola International Airport's purpose is to meet the needs of the traveling public, both commercial and private passengers, while ensuring their safety and security. To ensure those needs are met and to strategically position the Airport to meet future demands, the Airport updated their Master Plan in 2019. An airport master plan is a comprehensive study of an airport that describes the short-, medium-, and long-term development plans to meet future aviation demand, typically with a 20-year outlook. The Master Plan update addresses the recommended plan for the Airport through 2035 and drives all future capital projects. With the unprecedented growth in Escambia County, Pensacola International Airport has already exceeded the Master Plan's forecasted 2030 annual enplaned passenger numbers. In fiscal year 2025 the Airport had 3.12 million passengers utilized the scheduled service of eight airlines to twenty plus non-stop destinations, surpassing 2024 passenger numbers of 3.03 million by 3%.

With the continued growth in passenger traffic, the Airport has been diligently working on moving forward with many of the projects depicted in the 2019 Master Plan Update. In 2025, the Airport kicked off several projects including the reconfiguration of taxiway A7 and taxiway A/B intersection and the design for a terminal building renewal and expansion project. Completed projects include the paving of a remote parking lot, the construction of a corporate apron, and design of the runway 8/26 rehabilitation. In 2026, the Airport plans to continue with the first phase of a terminal building renewal and expansion project which will ultimately include an expanded TSA checkpoint and a new concourse, begin the rehabilitation of runway 8/26, and complete the reconfiguration of taxiway A7 and taxiway A/B intersection. Construction will also continue the expansion of the Airport's Maintenance Repair Overhaul (MRO) Facility. MRO Hangar two construction was completed in 2023, Hangar three construction began in 2024, and Hangar four construction is anticipated to begin in 2026.

Citywide topics

In fiscal year 2025, the City lost four (4) key staff employees: the City Administrator, Housing Director, Parks & Recreation Director, and Police Chief. These positions were filled with interim employees for the duration of fiscal year 2025. The City experienced a 13.00% turnover rate in fiscal year 2025, a decrease over the reported fiscal year 2024 rate of 16.45%. The 2025 turnover rate does not include retirements. Based on exit interviews, employees cited increased compensation/benefits from other job opportunities and relocation as the main reason for their separations.

The City has four unions which have agreements that are renegotiated on a recurring basis. The City and International Association of Firefighters' (IAFF) entered into an agreement February

22, 2024, for fiscal years October 1, 2024 through October 1, 2026. The agreement allows for the following minimum straight time pay rates as follows: Professional Firefighters minimum $43,000.00, Lieutenants minimum $53,750.00 and Captains minimum $64,500.00. The agreement provides for the members to receive a 12% pay increase effective October 1, 2023, a 7% pay increase effective October 1, 2024, and a 2% pay increase effective October 1, 2025.The City and Fraternal Order Of Police – Officers union entered into a three-year agreement on December 12, 2024 for fiscal years October 1, 2024 through September 30, 2027. The Police Officers' contract provides for the members to receive a year one slotting of their pay based on total years of service with the City in line with the new pay range of minimum $52,520.00 and maximum of $80,017.60 over twenty years effective October 1, 2024, and 2% pay increase effective October 1, 2025, and October 1, 2026, not to exceed the maximum of $80,017.60. The City and Fraternal Order of Police Sergeants and Fraternal Order of Police Lieutenants are currently in negotiations for a new contract.

The City of Pensacola is moving forward with major improvements to Hollice T. Williams Park, aimed at creating a safer, more accessible, and engaging public space for residents and visitors. The project includes enhanced landscaping, upgraded recreational amenities, improved pedestrian and bike pathways, and stormwater management features to reduce flooding. These upgrades are part of a broader vision to revitalize the area under the I-110 corridor, turning it into a dynamic urban park that promotes community connection, outdoor activity, and environmental sustainability.

ST Engineering Aerospace is investing in a new state-of-the-art aircraft maintenance hangar at Pensacola International Airport, reinforcing the city's position as a growing hub for aviation services. The new facility will increase maintenance, repair, and overhaul (MRO) capacity, create additional high-paying jobs, and attract more aviation business to the region. This expansion reflects ST Engineering's long-term commitment to Pensacola and supports economic development through workforce growth and enhanced airport operations.

Independent Auditors

The Florida Statutes and the City's Bond Resolutions require an annual audit of the City's financial records by an independent certified public accountant. The City's fiscal year 2025 financial statements have been audited by the certified public accounting firm of Warren Averett, LLC. The goal of the independent audit was to provide reasonable assurance that the financial statements are free of material misstatement.

The City is also required to undergo an annual audit to obtain reasonable assurance about compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs and state projects.

Reporting Achievements

The Government Finance Officers Association (GFOA) of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Pensacola for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2025. The Certificate of Achievement is a prestigious national award, recognizing conformance with the highest standards for preparation of state and local government financial reports.

In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized comprehensive annual financial report, whose contents conform to program standards. Such comprehensive annual financial reports must satisfy both accounting principles generally accepted in the United States and applicable legal requirements. The City of Pensacola has been awarded a Certificate of Achievement for 43rd time.

A Certificate of Achievement is valid for a period of one year only. We believe that the current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and will be submitting it to GFOA to determine its eligibility for another certificate.

The Government Finance Officers Association (GFOA) awarded the City of Pensacola, Florida GFOA's Distinguished Budget Presentation Award for its Fiscal Year 2025 budget. The City has been awarded this recognition for 35 years. This award represents the highest form of recognition in governmental budgeting, recognizing the City's budget as a proficient policy document, financial plan, operations guide, and communication device.

Acknowledgements

The City's accounting staff, as always, is dedicated in preparing a timely and accurate comprehensive annual financial report. Appreciation is expressed to all those who contributed to its preparation and to City Council for the continued support of a fiscally sound City government.

Respectfully submitted,

D.C. Reeves
Mayor

Amy L. Lovoy
Finance Director

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

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Florida

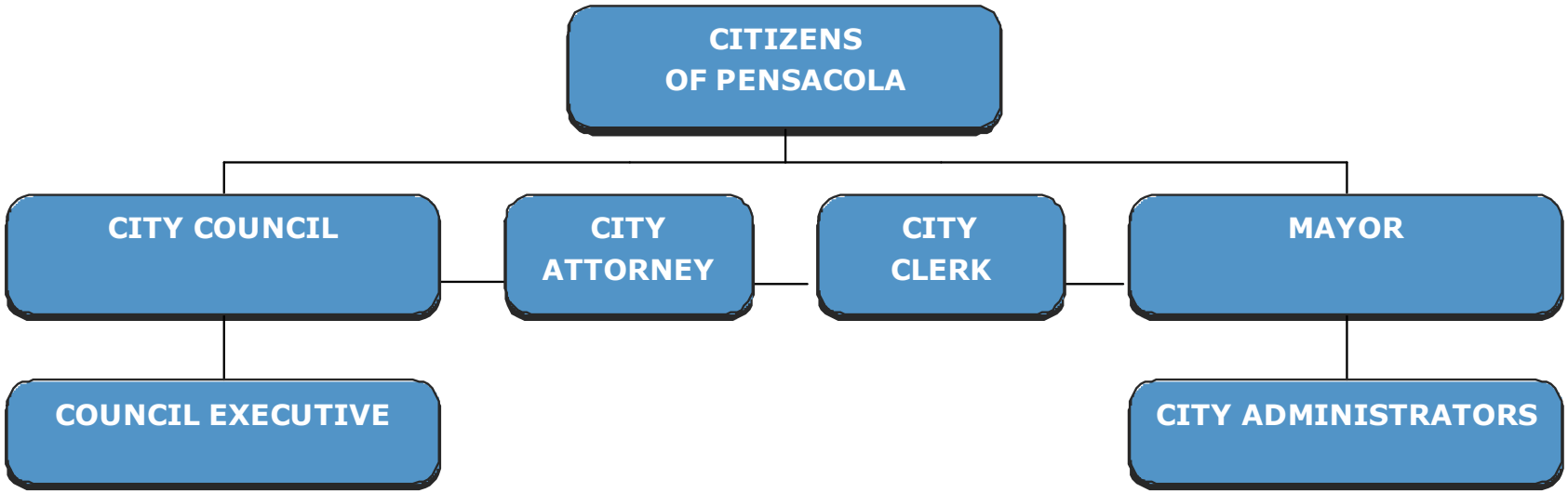
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2024

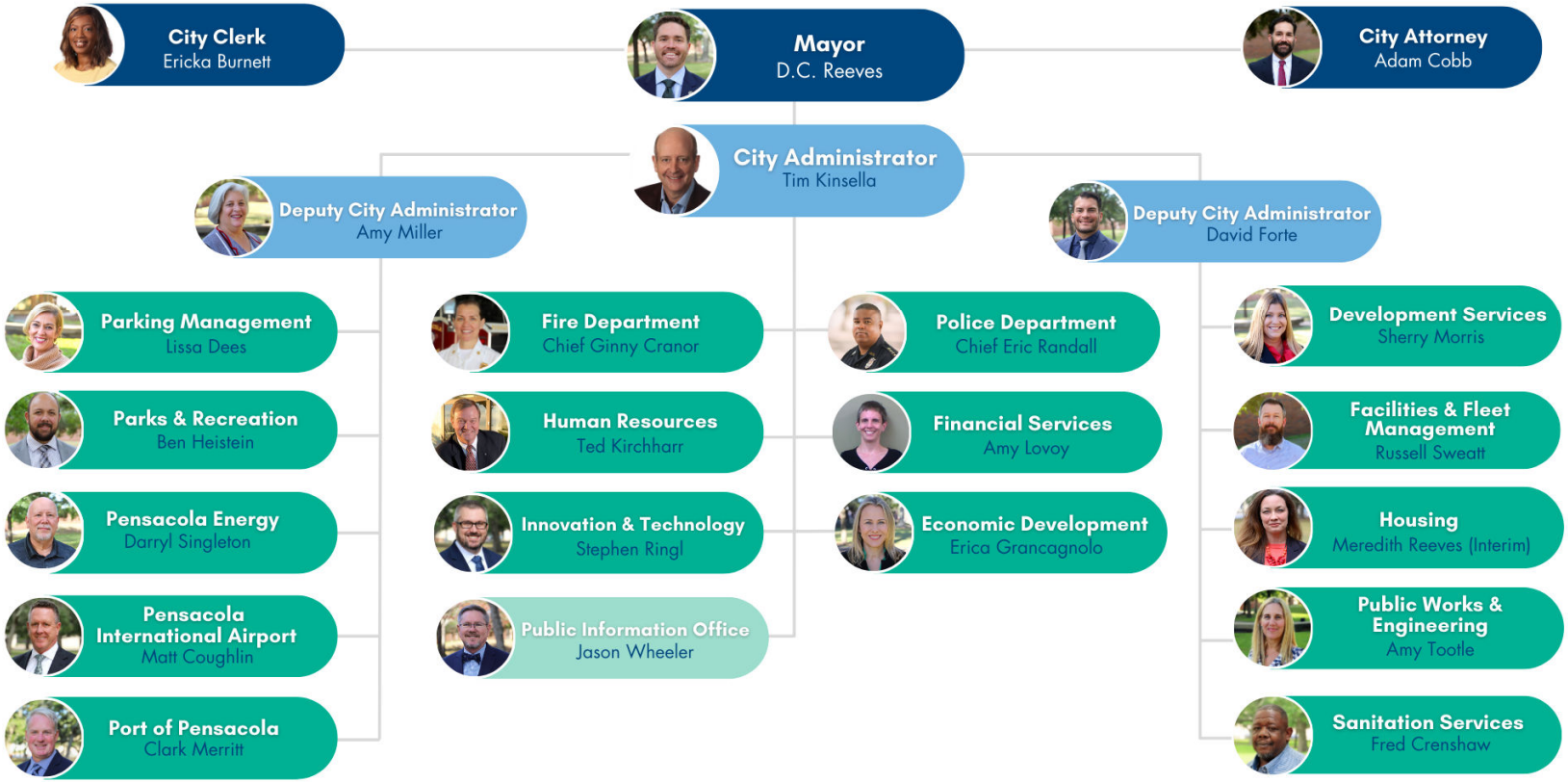
Christopher P. Morrill

Executive Director/CEO

CITY OF PENSACOLA
ORGANIZATIONAL CHART



CITY OF PENSACOLA
DEPARTMENTAL ORGANIZATIONAL CHART

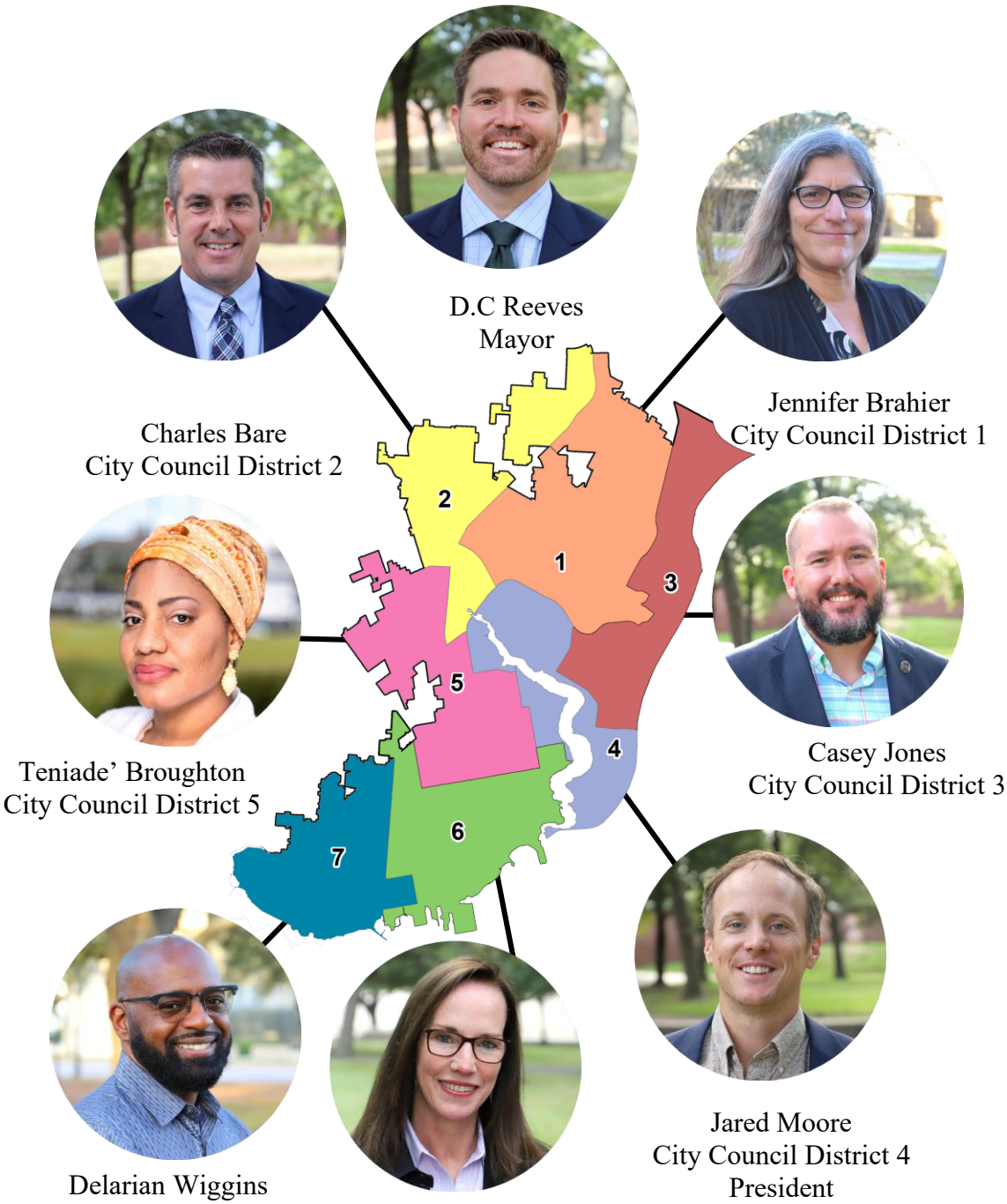


PENSACOLA
FLORIDA'S FIRST & FUTURE

Revised Oct. 9, 2024

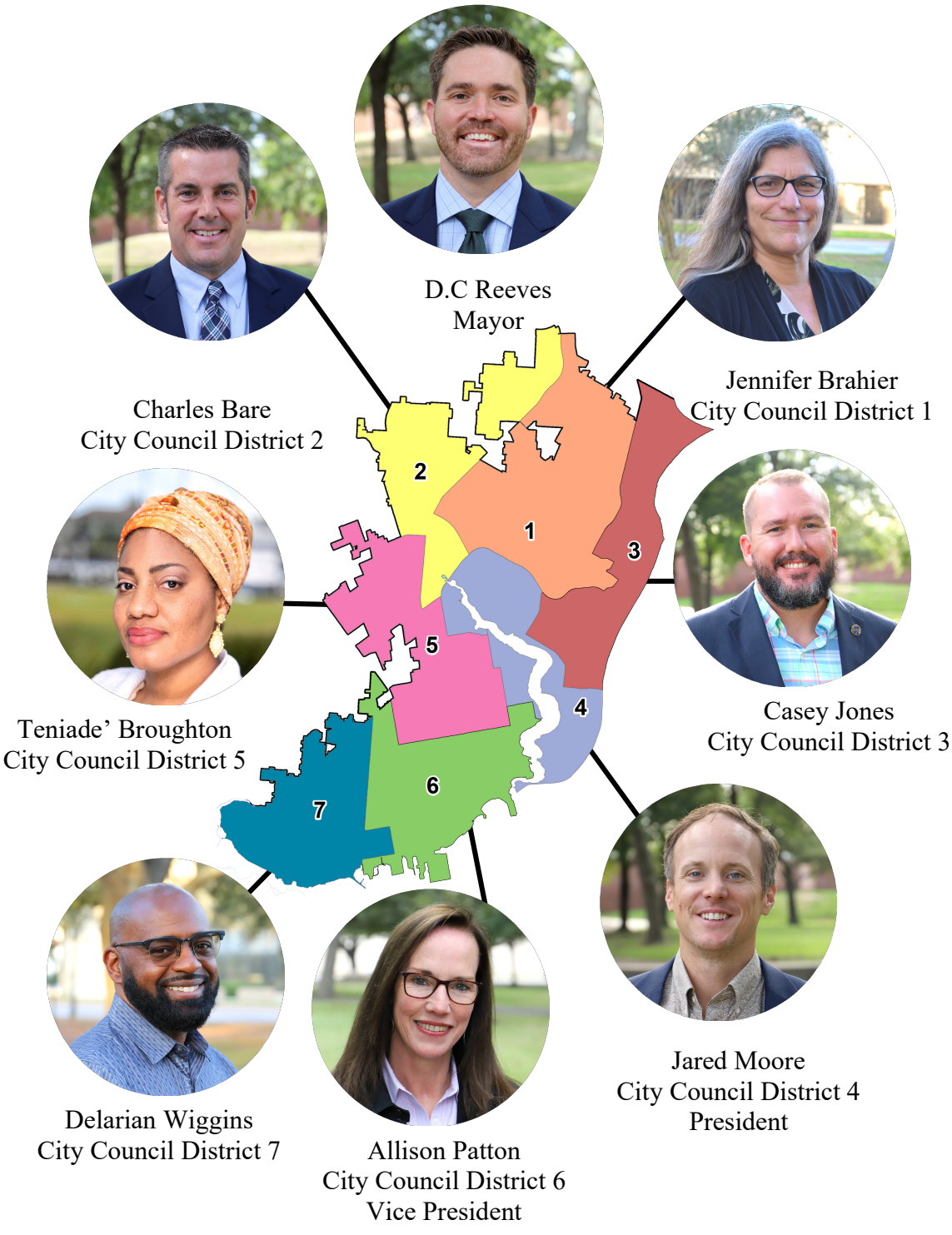
CITY OF PENSACOLA, FLORIDA
LISTING OF ELECTED AND APPOINTED OFFICIALS

ELECTED OFFICIALS
FY 2025 MAYOR & CITY COUNCIL



CITY OF PENSACOLA, FLORIDA
LISTING OF ELECTED AND APPOINTED OFFICIALS

ELECTED OFFICIALS
FY 2026 MAYOR & CITY COUNCIL



FINANCIAL SECTION

This section contains the following subsections:

INDEPENDENT AUDITORS' REPORT

MANAGEMENT'S DISCUSSION AND ANALYSIS

BASIC FINANCIAL STATEMENTS

REQUIRED SUPPLEMENTARY INFORMATION

COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

Warren Averett
CPAs AND ADVISORS

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Pensacola, FL 32502
850.435.7400
warrenaverett.com

INDEPENDENT AUDITORS' REPORT

Honorable Mayor and
Members of the City Council
City of Pensacola, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Pensacola, Florida (the "City"), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, based on our audit, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2025, and the respective changes in financial position, and where applicable, cash flows thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exits.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control related matters that we identified during the audit.

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedules for the General Fund, Housing Assistance Payments Fund, and Community Maritime Park Fund, schedules related to pension and the other post-employment benefits, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of

management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The budgetary comparison information, combining and individual nonmajor fund financial statements and schedules, and financial data schedule are presented for purposes of additional analysis and are not a required part of the basic financial statements of the City.

The accompanying schedule of expenditures of federal awards, passenger facility charges, and state financial assistance is presented for purposes of additional analysis as required Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and as specified in the *Passenger Facility Charges Audit Guide for Public Agencies*, issued by the Federal Aviation Administration, and by Section 215.97, Florida Statutes, and is also not a required part of the basic financial statements of the City.

The accompanying schedule of receipts and expenditures of funds related to the Deepwater Horizon Oil Spill is presented for the purpose of additional analysis as required by Florida Statute 288.8018 and the *Rules of the Auditor General* Chapter 10.557 (3)(f) and is not a required part of the basic financial statements of the City.

The combining and individual fund financial statements and budgetary comparison information, financial data schedule, schedule of expenditures of federal awards, passenger facility charges, and state financial assistance, and schedule of receipts and expenditures of funds related to the Deepwater Horizon Oil Spill are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 9, 2026, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Warren Averett, LLC

Pensacola, Florida
March 9, 2026

Management's Discussion and Analysis

This section will provide a comparative analysis between fiscal year 2025 and 2024. The comparison amounts are shown at a summary level with additional detail provided for explanation. The format is designed to provide the reader with a narrative overview of the City's financial activity for the fiscal year ended September 30, 2025. This discussion should be read in conjunction with the Letter of Transmittal located in the Introductory Section.

Financial Highlights

- The City's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources (net position) as of September 30, 2025, by $721,024,514. Of this amount, the net investment in capital assets totaled $556,124,499, which is unavailable, and restricted net position totaled $116,433,263 resulting in an unrestricted net position of $48,466,752. Governmental activities and business activities resulted in an increase in a net position of $17,708,915 and $82,035,774, respectively. For a more detailed explanation of the fluxes refer to the Government-Wide Financial Analysis section of Management's Discussion and Analysis.

- As of September 30, 2025, the City's governmental funds reported combined fund balances of $100,135,452 an increase of $8,966,000 (9%) over the prior fiscal year. For a detailed explanation of the fluxes refer to the Government-Wide Financial Analysis section of this report. The unassigned fund balance for the City's governmental funds totals $(4,762,067). The negative unassigned balance is primarily due to the pending grant reimbursements in the special grant fund. Unassigned fund balance is the portion of fund balance which is not obligated or specifically designated and is available for any purpose.

  Governmental funds revenues for the fiscal year totaled $142,480,915, an increase of $17,796,031, or 14 percent, compared to the prior year. This increase was primarily driven by growth in tax revenues, intergovernmental revenues, and charges for services.

  General Fund revenues increased by $2,408,840, largely due to an 8.8 percent increase in taxable property valuation, which resulted in higher ad valorem tax revenues. Intergovernmental revenues increased by $7,260,651 from the prior fiscal year, reflecting the continued progression of grant-funded projects. As a result, revenues in the Special Grants Fund increased by $5,016,950. Additionally, the completion of certain American Rescue Plan Act (ARPA) projects during the year led to the recognition of related revenues, contributing to a $1,356,823 increase in ARPA revenues compared to the prior year.

  Charges for services increased by $4,196,733 over the prior year. This increase was primarily attributable to stormwater rate adjustments implemented in fiscal year 2025, which generated $1,722,379 in additional revenue. Parking revenues increased by $1,044,304 following rate increases approved in May 2024 and the extension of parking hours. Public Works maintenance and repair of state-owned traffic signals resulted in

additional service charges of $574,231. Furthermore, the installation of traffic cameras during fiscal year 2025 generated $774,292 in new revenues.

During the year, the City also received a one-time donation of $3,046,132 related to the Palafox Redesign Project.

- Governmental fund expenditures for the fiscal year totaled $142,477,791, representing an increase of $11,969,079, or 9 percent, compared to the prior year. The increase was primarily attributable to higher personnel costs, increased professional and contractual services, and higher capital expenditures which are attributed to salary pay study increases and the ongoing major projects within the City.

  General Fund salaries and benefits increased by approximately $4.6 million. Salaries increased by $2,859,551 as a result of year three of the salary study adjustments and a 3 percent cost-of-living adjustment (COLA). Group insurance expenses increased by $624,160 due to rate increases, and pension costs in the General Fund increased by $752,226.

  Salaries and benefits in all other governmental funds increased by approximately $1.6 million. Salaries increased by $663,578 due to year three of the salary study adjustments and the 3 percent COLA. Due to personnel shortages in certain departments, overtime, additional regular pay, and extra personnel services increased by $113,697, $104,636, and $350,057, respectively. Pension costs in the other governmental funds increased by $185,848.

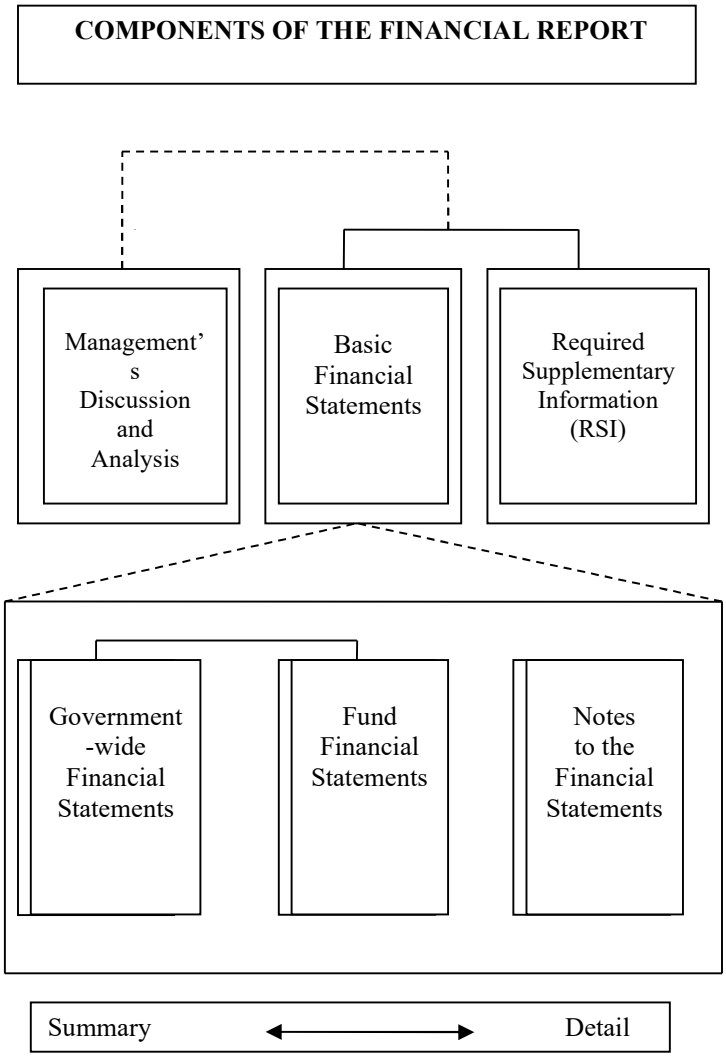
  Expenditures for professional services increased by $1,692,531, rentals increased by $925,542, and other contractual services increased by $626,885, primarily as a result of major projects commencing during the fiscal year. In addition, capital outlay expenditures increased by $2,248,308 compared to the prior year.

- The City's General Fund fund balance, excluding restricted fund balance, decreased by $3,754,217 from $29,903,891 to $26,149,674 in fiscal year 2025. The fund balance overall decreased by $3,906,371. Included in the committed fund balance is Council Reserves of $16,139,820. The Council Reserve balance represents 20% of fiscal year 2026 beginning budgeted General Fund appropriations which meets the 20% minimum reserve goal stated in the City Council's Fund Balance Policy. The General Fund had a decrease in restricted fund balance of $962,154 related to a decrease in contractual obligations.

- The City's enterprise funds reported combined ending net position of $494,591,445, an increase of $82,035,774 (19.8%) in comparison to the prior fiscal year. Of the total net position amount, $356,227,050 represents net investment in capital assets which increased $65,927,487 (22%). Operating revenues increased by $11,235,904 (11%) from last fiscal year and operating expenses before depreciation increased by $19,486,394 (26%). For a detailed explanation of these fluxes refer to the Government-Wide Financial Analysis section of Management's Discussion and Analysis.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. These statements have three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements. Following is a chart that illustrates the components of the Annual Comprehensive Financial Report (ACFR).



Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the City of Pensacola's finances, in a manner similar to a private-sector business.

The *statement of net position* presents financial information on all the City's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. The focus of the statement is designed to be similar to bottom line results for the City and its governmental and business-type activities. This statement combines and consolidates governmental funds current financial resources (short-term spendable resources) with capital assets and long-term obligations. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of the related cash flows*. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal years (e.g., earned but unused vacation leave and revenue in connection with receivables which are not considered available to liquidate liabilities of the current period).

Both the government-wide financial statements distinguish functions of the City of Pensacola that are principally supported by taxes and intergovernmental revenues (governmental activities such as police, fire, public works, recreation and general administration) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, transportation, culture and recreation, economical and physical environment, and human services. The business-type activities of the City include the airport, seaport, natural gas utility services and sanitation services.

Discretely presented component units, which are legally separate governmental units over which the City can exercise influence, are presented as a separate column in the government-wide statements. The Downtown Improvement Board is the only discretely presented component unit of the City. The focus of the financial statements is the Primary Government, which are the operations of the City.

Fund Financial Statements

A fund is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. Traditional users of the ACFR will find the Fund Financial Statements presentation more familiar. The focus is on "major" funds, rather than fund types, as reported in the traditional financial statement presentation. All of the City's funds can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Since the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. This allows readers to better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Governmental fund information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General Fund, Housing Assistance Payments Fund, CMP Management Services, and Local Option Sales Tax Fund, all of which are considered to be major funds. All other governmental type funds are considered "nonmajor" and are reported in a single, aggregated column. Individual fund data for each of these nonmajor governmental funds is provided in the form of Combining Statements and Individual Fund Statements and Schedules section of this report.

Blended component units, which are legally separate entities in which the City and the entity have substantially the same governing body or the entity's debt is expected to be repaid almost entirely with resources from the City, are presented as funds of the primary government. The Community Redevelopment Agency (CRA) is the only blended component unit of the City.

Proprietary Funds. Proprietary funds provide the same type of information as the business-type activities in the government-wide financial statements, only in more detail. The proprietary fund financial statements can be found in the Basic Financial Statements section of this report.

The City of Pensacola maintains two types of proprietary funds: enterprise funds and internal service funds. The City uses enterprise funds to account for the assets, operation and maintenance of the City-owned natural gas service, garbage and trash service, port facility, and airport. Internal service funds are used to account for activities that provide goods and services to other City departments such as computers, telecommunications, fleet maintenance, insurance, 311 services, mail and engineering. Since internal service funds predominately benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Fiduciary Funds. The City of Pensacola is the plan sponsor for the General Pension, Firefighters' and Police Officers' retirement fund. The City is responsible for ensuring that the assets reported in these funds are used for their intended purposes. All of the City's fiduciary activities are reported in a separate statement of fiduciary net position and a statement of changes in net position. These activities are excluded from the government-wide financial statements because the assets cannot be used to support or finance the City's programs or operations. During fiscal year 2007, the City closed the General Pension requiring new general employees to participate in the Florida Retirement System (FRS) though the General Pension remains open for existing participants who chose not to participate in the FRS. During fiscal year 2013, the City closed the Police Officers' Retirement fund requiring new police employees to participate in the Florida Retirement System (FRS) though the Police Officers' Retirement fund remains open for existing participants who chose not to participate in the FRS.

Notes to the Financial Statements

The notes to the financial statements provide additional information that is essential to gain a full understanding of the data provided in the government-wide and fund financial statements. The notes can be found as part of the Basic Financial Statements section of this report.

Other information

This report additionally includes Required Supplementary Information (RSI) containing schedules of the City's total Other Postemployment Benefits (OPEB) liability, the City's Net Pension Liability (NPL) and contributions for the City's three sponsored pension plans as well as the City's proportionate share in the Florida Retirement System pension plan and health insurance subsidy program, and budget to actual reports for major funds. Combining statements for nonmajor governmental funds and internal service funds are included as well as budgetary comparisons for all debt service and nonmajor governmental funds. Additional information about the City can be found in the Statistical Section.

Government-Wide Financial Analysis

The City of Pensacola adopted the government-wide financial statement presentation. This reporting structure and measurement focus using accrual accounting for all of the government's activities was mandated by the Government Accounting Standards Board (GASB) in Statement No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*. Comparative data for fiscal years ending September 30, 2025 and 2024 is presented.

It is important to note that GASB Statement No. 68, *Accounting and Financial Reporting for Pensions; an amendment of GASB Statement No. 27*, requires governments that offer defined pension benefits to its employees to report on the face of its financial statements the unfunded pension obligation (the "Net Pension Liability"). In addition, GASB Statement No. 68 requires each local government participating in a defined benefit cost-sharing multiple-employer pension plans, such as the Florida Retirement System (FRS), to report on the face of its financial statements their proportionate share of the "collective" Net Pension Liability.

GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits other than pensions*, requires governments that offer other post-employment benefits (OPEB) to its employees to report on the face of its financial statements the total unfunded OPEB obligation (the "Total OPEB Liability").

Both the Net Pension Liability and Total OPEB Liability are recorded at the fund level for proprietary activities and the allocated amount for governmental activities is presented at the government-wide level. The recording of the deferred inflows, deferred outflows, total pension liabilities and total OPEB liability for each of the City's pension plans, the City's proportionate share of the Florida Retirement System (FRS) and the City's OPEB negatively impact the City's unrestricted net position until all plans have been fully funded. In addition, pension and OPEB expense, which is a net result of the changes in deferred inflows, deferred outflows, total liabilities, can vary considerably over time, depending upon changes in the estimated costs due to such things as market fluctuations. This can result in highly variable income statement results. The governmental fund-level statements are not affected by these pronouncements which use a modified-accrual basis of accounting.

At year-end, the City is reporting positive balances in two of three categories of net position for governmental activities and all three categories for business-type activities.

Summary Statements of Net Position
September 30,

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2025	2024	2025	2024	2025	2024
Current and other assets	$ 98,162,327	$ 83,964,667	$ 167,252,422	$ 160,344,810	$ 265,414,749	$ 244,309,477
Internal balances	598,076	245,145	(598,076)	(245,145)	0	0
Noncurrent assets	57,818,777	57,171,224	57,368,133	52,910,901	115,186,910	110,082,125
Capital assets	268,115,248	269,869,675	399,205,235	328,128,915	667,320,483	597,998,590
Total assets	424,694,428	411,250,711	623,227,714	541,139,481	1,047,922,142	952,390,192
Total deferred outflows of resources	20,958,778	50,744,346	6,542,484	13,537,803	27,501,262	64,282,149
Current and other liabilities	31,743,270	27,062,392	53,663,818	47,227,231	85,407,088	74,289,623
Noncurrent liabilities	148,559,703	195,219,811	50,125,287	65,054,904	198,684,990	260,274,715
Total liabilities	180,302,973	222,282,203	103,789,105	112,282,135	284,092,078	334,564,338
Total deferred inflows of resources	38,917,164	30,988,700	31,389,651	29,839,478	70,306,815	60,828,178
Net position:						
Net investment in capital assets,	199,897,449	197,344,530	356,227,050	290,299,563	556,124,499	487,644,093
Restricted	46,366,266	33,499,680	70,066,997	59,583,359	116,433,263	93,083,039
Unrestricted	(19,830,646)	(22,120,056)	68,297,398	62,672,749	48,466,752	40,552,693
Total net position	$ 226,433,069	$ 208,724,154	$ 494,591,445	$ 412,555,671	$ 721,024,514	$ 621,279,825

The total City's net investment in capital assets, such as land, roads, parks, buildings, intangible right to use assets, and machinery and equipment is presented less any outstanding debt related to the acquisition and accumulated depreciation of those assets. The City uses these capital assets to provide services to the citizens and consequently these assets are not available for future spending. Although the investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Restricted net position are resources subject to external restriction on how they may be used while unrestricted assets may be used to meet the City's ongoing obligations to citizens and creditors. Unrestricted net position represents 13% of total net position for business-type activities. Unrestricted net position for governmental activities is negative primarily due to the net pension liability of $66,283,751 and total OPEB liability of $5,892,589. These unfunded liabilities will continue to negatively impact unrestricted net position for future periods until all obligations have been fully funded. In addition, the unrestricted net position for governmental activities is negatively impacted due to the recognition of the City's long-term contribution to the Emerald Coast Utilities Authority (ECUA) totaling $2,600,000 as of September 30, 2025. Since the commitment is a long-term liability and future revenue sources have been pledged for the annual payment of $1.3 million it is expected that this commitment will continue to negatively impact unrestricted net position through fiscal year 2027.

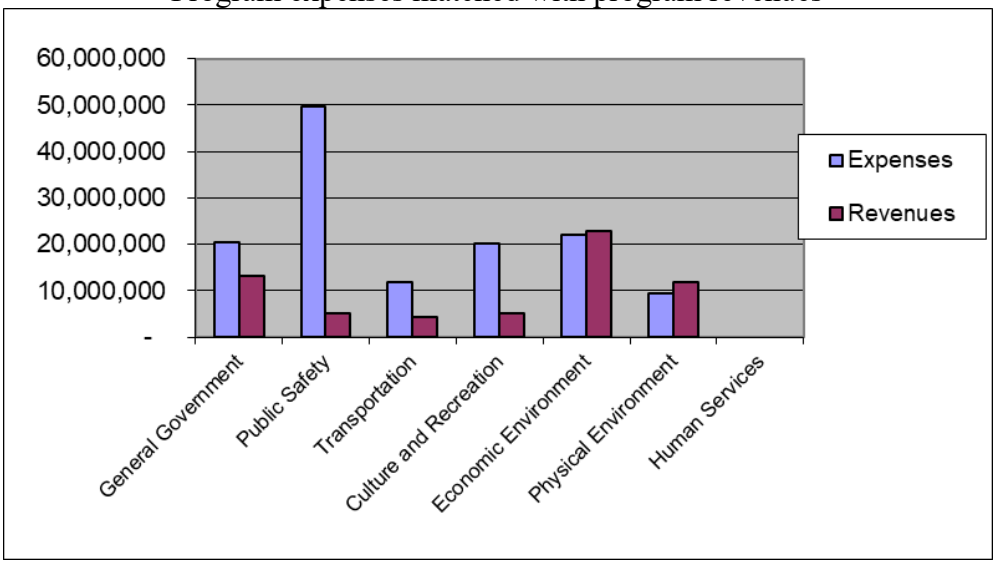
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Changes in Net Position
Years Ended September 30,

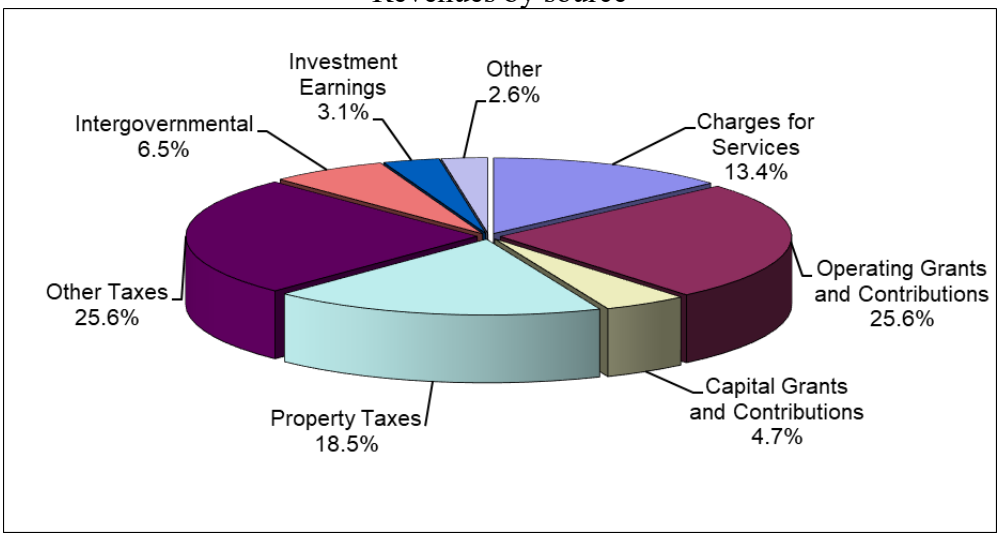
	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
Revenues						
Program revenues:						
Charges for services	$ 19,204,185	$ 13,766,420	$ 111,180,697	$ 99,388,486	$ 130,384,882	$ 113,154,906
Operating grants and contributions	36,702,272	32,352,377			36,702,272	32,352,377
Capital grants and contributions	6,699,924	3,067,474	88,167,809	18,967,656	94,867,733	22,035,130
General revenues:						
Property taxes	26,552,579	24,464,687			26,552,579	24,464,687
Other taxes	36,693,273	37,124,646			36,693,273	37,124,646
Intergovernmental	9,357,201	9,414,585			9,357,201	9,414,585
Interest earnings	4,492,953	4,396,700	6,328,198	6,351,988	10,821,151	10,748,688
Gain on sale of capital asset	84,383	225,719		33,073	84,383	258,792
Other	3,590,714	373,197	55,634	556,307	3,646,348	929,504
Total revenues	143,377,484	125,185,805	205,732,338	125,297,510	349,109,822	250,483,315
Expenses						
General government	20,291,171	19,344,410			20,291,171	19,344,410
Public safety	49,805,464	52,945,798			49,805,464	52,945,798
Transportation	11,898,571	9,986,044			11,898,571	9,986,044
Culture and recreation	20,169,647	18,058,922			20,169,647	18,058,922
Economic environment	22,072,225	21,209,080			22,072,225	21,209,080
Physical environment	9,526,728	7,526,155			9,526,728	7,526,155
Human services					-	-
Unallocated deprecation	1,657,170	1,623,010			1,657,170	1,623,010
Interest on long-term debt	2,305,726	2,449,522			2,305,726	2,449,522
Utility			61,144,467	40,695,251	61,144,467	40,695,251
Sanitation			7,727,525	8,065,647	7,727,525	8,065,647
Port			3,819,236	3,701,417	3,819,236	3,701,417
Airport			38,947,203	39,275,667	38,947,203	39,275,667
Total expenses	137,726,702	133,142,941	111,638,431	91,737,982	249,365,133	224,880,923
Increase (decrease) in net position before transfers and other items	5,650,782	(7,957,136)	94,093,907	33,559,528	99,744,689	25,602,392
Transfers in (out)	12,058,133	13,923,127	(12,058,133)	(13,923,127)	-	-
Increase (decrease) in net position	17,708,915	5,965,991	82,035,774	19,636,401	99,744,689	25,602,392
Net position at beginning of year	208,724,154	201,029,382	412,555,671	394,648,051	621,279,825	595,677,433
Special Item - Code Enforcement Transfer		1,728,781		(1,728,781)	-	-
Net position as restated	208,724,154	202,758,163	412,555,671	392,919,270	621,279,825	595,677,433
Net position at end of year	$ 226,433,069	$ 208,724,154	$ 494,591,445	$ 412,555,671	$ 721,024,514	$ 621,279,825

Governmental Activities
Fiscal Year 2025

Program expenses matched with program revenues



Revenues by source

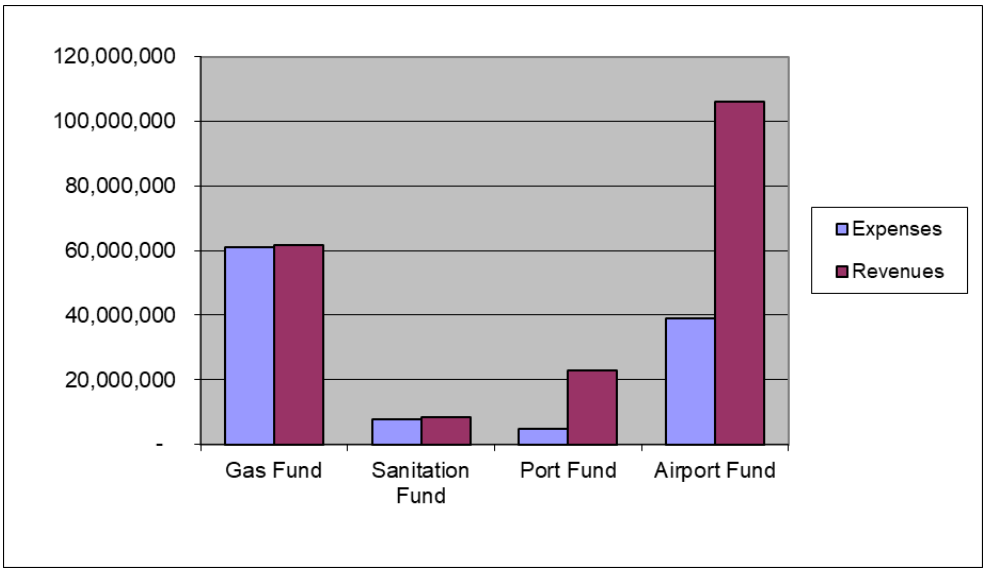


GASB Statement No. 34 reporting requires that functional expenses are matched with revenues that directly support the function. The increase in the current year's net position for Governmental Activities on the Statement of Activities equaled $17,708,915. This change in net position was driven by multiple factors. As noted earlier, property tax revenues rose by $11.2 million due to an 8.8% increase in taxable property values. Operating grants and contributions increased by $4.3 million due to continued grant activity and completion of American Rescue Plan Act (ARPA). Charges for services increased by $5.4 million, largely from stormwater rate adjustments, parking rate increases, and new traffic-related services. Additionally, the City received a one-time $3.0 million donation for the Palafox Redesign Project. Governmental fund expenditures totaled $137.7 million, up $4.5 million (3%), reflecting higher personnel costs from salary adjustments, cost-of-living increases, and benefit rate changes, as well as increased spending on professional and contractual services for major projects. The bar chart above gives a clear indication of which functions are dependent on general revenues to support their operations. Public Safety has the largest differences as this function is traditionally supported by taxes. Taxes, investment earnings and other revenues are classified as general revenues of the government.

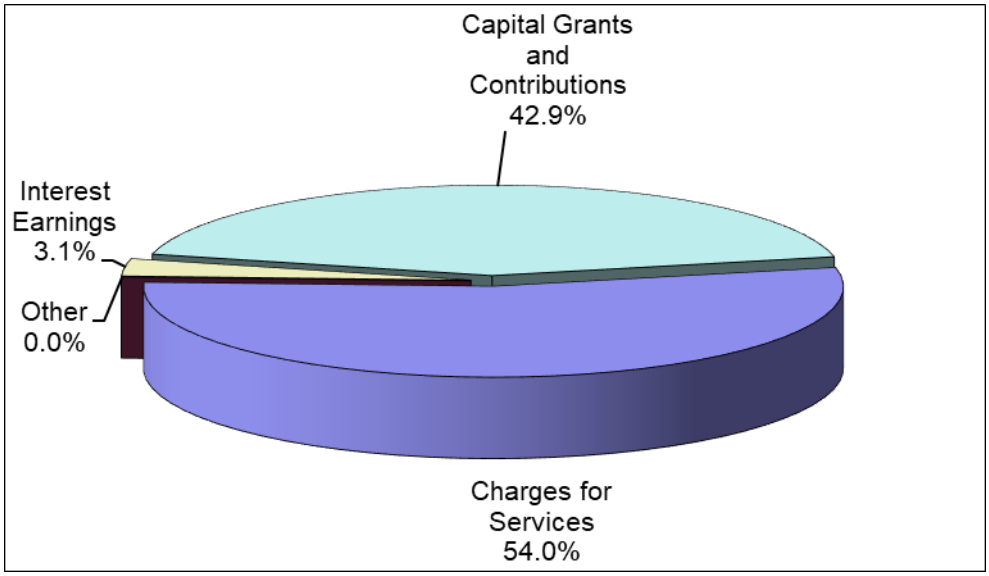
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Business-type Activities
Fiscal Year 2025

Expenses compared to *charges for services* revenues
(Including depreciation and bad debt expense)



Revenues by Source



The increase in current year net position for Business-type Activities on the Statement of Activities totaled $82,035,774. The Utility Fund decreased $9,806,775, the Sanitation Fund increased $222,419, the Port Fund increased $19,054,249 and Airport Fund increased $72,565,881. All proprietary funds operating fees are sufficient to cover operations when excluding depreciation. An explanation of these fluxes can be seen in the Financial Analysis of the Government's Funds section below.

Financial Analysis of the Government's Funds

The City of Pensacola uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental funds. The focus of governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of September 30, 2025, the City's governmental funds reported combined fund balances of $100,135,452, an increase of $8,966,000 (9%) over the prior fiscal year.

Non-spendable and restricted governmental funds balance of $61,421,424 are available to meet current commitments in the next fiscal year. Non-spendable fund balance of $571,287 is for prepaid expenditures and inventory. Restricted fund balance is broken down as; $875,654 is for Saenger capital reserves; $8,100,803 is for debt service requirements; $21,868,458 is for community development projects and $31,005,22 is for other purposes related to contractual obligations and capital projects. This leaves a remaining unrestricted fund balance of $37,714,028.

Below is a comparative chart for the City's "major" funds; General Fund, Housing Assistance Payments Fund, CMP Management Service Fund and the Local Option Sales Tax Fund.

Major Fund Information

	General Fund	Housing Assistance Payments Fund	CMP Management Service Fund	Local Option Sales Tax Fund
Fiscal Year 2025				
Revenues and other sources	$ 75,086,093	$ 21,433,877	$ 1,483,656	12,931,296
Expenditures and other outlays	(78,992,464)	(21,518,081)	(1,321,437)	(9,031,675)
Increase (decrease) in fund balance	$ (3,906,371)	$ (84,204)	$ 162,219	$ 3,899,621
Fiscal Year 2024				
Revenues and other sources	$ 73,303,637	$ 20,462,627	$ 920,820	13,865,932
Expenditures and other outlays	(72,387,974)	(20,539,153)	(1,319,316)	(6,909,693)
Increase (decrease) in fund balance	$ 915,663	$ (76,526)	$ (398,496)	$ 6,956,239

The General Fund is the main operating fund of the City. As of September 30, 2025, total fund balance in the General Fund was $28,245,363, a decrease of $3,906,371 (12%) from beginning fund balance. The unrestricted portion of fund balance was $25,742,752, however $16,139,820 is committed for the Council Reserve, $71,444 is committed for park purchases, $638,289 is committed for the tree planting trust fund. The $8,817,357 assigned balance is composed of $5,100,000 for future fund balance draw downs, $580,122 for assessments, $476,911 for housing initiatives, $241,025 for Wayside Park repairs, $303,084 library improvements, $1,888,164 actuarial unfunded pension liability, 28,269 for lien amnesty, and $199,782 for anticipated match requirements needed for Hurricane Sally leaving an unassigned fund balance of $75,842.

Since the City budgets for expenditures in the General Fund based on anticipated revenues, changes to fund balance are a result of the difference in budget verses actual revenues and expenditures. Fiscal year 2025 actual revenues were below the original budget by $1,063,241. The intergovernmental revenues were quite a bit less than anticipated as result of state share receipts decreasing due to economic conditions. In addition, the 2025 actual expenditures came in over the original budget (less the anticipated fund balance drawdown of $1.8 million) by $1,060,264.

As a measure of the General Fund's liquidity, a comparison of both total and unrestricted fund balances compared with total fund operating expenditures shows percentages of 40% and 36%, respectively. The Government Finance Officer's Association (GFOA) Best Practice recommendation is for a government to maintain in its General Fund unrestricted fund balance no less than two months of General Fund operating expenditures. At 36% of unrestricted fund balance, this provides close to four months of coverage.

The Housing Assistance Payments Fund had a total fund balance at year-end of $2,108,521, a decrease of $84,204 (4%). Fund balance of $7,831 is non-spendable and $2,010,690 is restricted for housing assistance payments as required by the Department of Housing and Urban Development (HUD). Changes to fund balance are a function of federal funding by the HUD and the operating efficiency employed by the City's Housing staff. Fluctuations can be large or small depending on the goals of the federal government programs. The decrease in fiscal year 2025 fund balance is due to an increase in spending to combat the affordable housing.

The CMP Management Services Fund had a total fund balance at year-end of $2,119,417, an increase of $162,219 (8%). Fund balance of $97,985 is non-spendable and $954,694 is restricted and $1,066,738 is assigned for community maritime park improvements. Change in the fund balance was additional new leases executed in fiscal year 2025.

The Local Option Sales Tax (LOST) Fund had a total fund balance of $12,908,296 at year-end, an increase of $3,899,621 (43%). Restricted fund balance of $12,908,296 is comprised of $2,480,468 in debt service restrictions and $649,832 in third party contract restrictions leaving $9,777,996 restricted for capital projects. The increase in fiscal year 2025 fund balance is due to the decrease in completion of capital projects.

Proprietary Funds. Proprietary fund statements provide the same information as in the business-type activities column of the government-wide statements, but in greater detail, and on a fund basis for enterprise funds and the internal service funds. All of the City's enterprise funds are classified as major funds.

Enterprise Funds.

The City of Pensacola does not budget for depreciation, bad debt expense, unfunded pension obligations or other postemployment benefits. However, personal cost, operating expenses, capital outlay, and principal and interest payments are budgeted.

The Utility Fund had a total net position of $72,464,247 at fiscal year-end, a decrease of $9,806,775 (14%) over the prior fiscal year. Pensacola Energy operated at a profit of $2,200,124 before depreciation expense of $3,347,170; a decrease from last fiscal year by $1,084,404. Operating revenue increased by $7,455,673 (14%) during fiscal year 2025 and operating expenses increased by $20,403,402 (53%). The primary reason for the increase in operating revenue and operating expenses is the result of a increase in the cost of natural gas; the cost of natural gas is passed on to the customer directly affecting charges for services revenue. In fiscal year 2025, the cost of natural gas increased by $4,831,348. In addition, rates increased in fiscal year 2025 to include a 15% CPI increase to recover prior years. As far as the expenses, there was a settlement of $12.6 million and $3.3 million in attorney fees paid during the year for the franchise fee lawsuit.

The Sanitation Fund had a total net position of $2,086,333 at fiscal year-end, an increase of $222,419 (12%) over the prior fiscal year. Sanitation Services operated at a profit of $946,207 before depreciation expense of $692,921; an increase from last fiscal year by $329,071. Operating revenue increased by $33,749 during fiscal year 2025 and expenses decreased by $295,322 (3%). During the fiscal year, recycling programs were restarted, and new rates were approved for recycling and non-recycling services. In addition, repairs and maintenance expenses decreased due to better maintained equipment.

The Port Fund had a total net position of $38,522,140 at the end of the fiscal year-end, an increase of $19,054,249 (97%) from the prior fiscal year. The Port operated at a profit of $900,263 before depreciation expense of $1,137,121; an increase of from last fiscal year by 1,148,082. Operating revenues increased by $1,104,938 primarily due to increase in vessel activity during the year. As a result of the major projects ongoing at the Port, the federal and state grants received increased by $4.8 million, and contributions increased by $10.8 million towards capital improvement projects at the Port.

The Airport Fund had a total net position of $381,518,725 at fiscal year-end, an increase of $72,565,881 (23%) over the prior fiscal year. The Airport operated at a profit of $14,041,064 before depreciation expense of $15,044,071; an increase from last fiscal year of $3,220,086. The Airport Fund's operating revenues increased by $2,641,544 (7%) in fiscal year 2025 and expenses decreased by $578,542 (2%). The primary reason for the increase in revenues is increased passenger traffic. The airline revenues increased by $1 million.

In addition, a 3% increase in passenger traffic resulted in a $1.6 million increase in non-airline revenues, with over half of the increase is attributed to increase in parking $851,170.

The chart below shows the operating income of each enterprise fund. The chart includes depreciation, bad debt expense and other post-employment benefits.

	Operating Income (Loss)	
	2025	2024
Utility Fund	$ (1,147,046)	$ 11,863,325
Sanitation Fund	253,286	(85,107)
Port Fund	(236,858)	(1,390,877)
Airport Fund	(1,003,007)	(3,861,260)
Total	$ (2,133,625)	$ 6,526,081

Internal Service Funds

The internal service funds are designed to recover the internal costs of general services provided to other city departments. In fiscal year 2025, the total net position for all internal service funds increased by $401,872. The City's Insurance Retention Fund grew by $678,466 while the Central Services Fund declined by $276,594.

Despite rising policy premiums, the Insurance Retention Fund benefited from savings in estimated future claims. Overall claims related to general liability, worker's compensation and auto liability decreased by $929,667 from the prior year.

The Central Services Fund saw an increase of $719,827 in contractual services primarily driven by the increase in cost for contractual service with the implementation of new software services.

General Fund Budgetary Highlights

In accordance with Chapter 166.241, Florida Statues, the Mayor or his designee may authorize budget amendments if the total appropriations of the fund are not changed. The Mayor has established budgetary control within each fund at the line item. Amounts may be transferred between departmental line items or between departments within a fund provided no transfer shall be made contrary to Florida Statue. Amounts to be transferred require the approval of the Mayor or his designee; however, amounts appropriated for capital outlay can only be transferred from the capital outlay category with City Council approval. The budgetary changes described below were a necessary part of the overall operations of the City's activities reported in the General Fund.

The final budget as compared with the original budget for the General Fund estimated revenues increased by $770,497 during fiscal year 2025. The majority of the increase was made up of $644,609 in charges for services related to the reimbursable agreements with FDOT.

The final appropriations in the General Fund as compared with the original budget increased by $5,642,901 in fiscal year 2025. The primary reason for the increase relates to:

- An increase in appropriations for public safety in the amount of $1,077,740 is primarily related to the carryforward from the prior fiscal year budget to cover open encumbrances and projects.
- An increase in appropriations for transportation in the amount of $1,386,182 is primarily related to the carryforward from the prior fiscal year budget to cover open encumbrances and projects.

- An increase in appropriations for capital expenditures increased by $1,159,616 is primarily related to carryforward from the prior fiscal year budget to cover open encumbrance and projects. Some of the larger capital projects that were budgeted were the public works infrastructure improvements, tactical police vehicle and improvements to City facilities and buildings.

Capital Asset and Debt Administration

Capital Assets. As of year-end, the City had $556,124,499 net investment in capital assets. Governmental activities accounted for $199,897,449 and business-type activities accounted for $356,227,050. This investment in capital assets includes land, buildings, improvements, machinery and equipment and infrastructure.

Major capital asset additions/completions during the current fiscal year include the following:

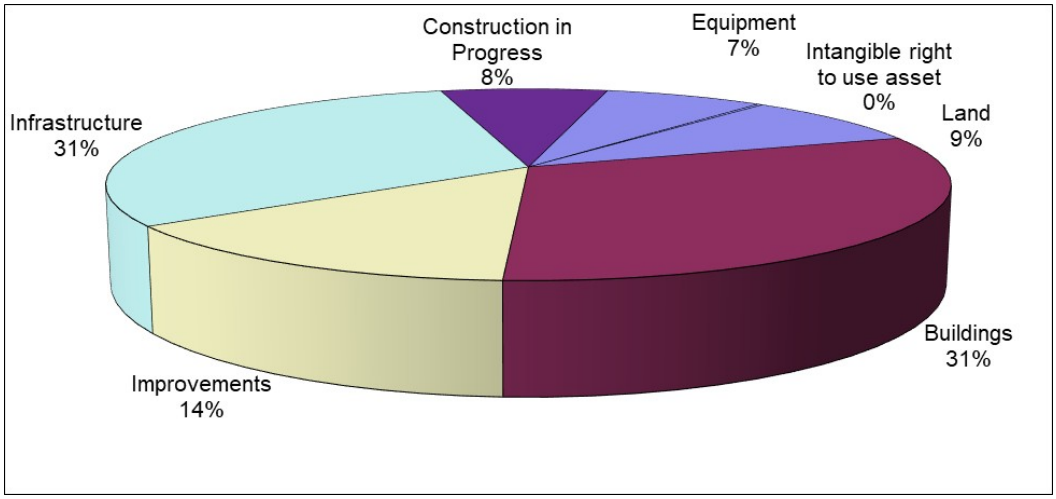
Governmental Activities

- Stormwater, street and sidewalk capital projects $2,144,505
- Facility improvements $1,604,060
- Public Works infrastructure improvements $1,164,271
- Public works vehicles and equipment $1,296,459
- Police vehicles and equipment $ 1,230,236
- Parkis and Recreation vehicles and equipment $806,450

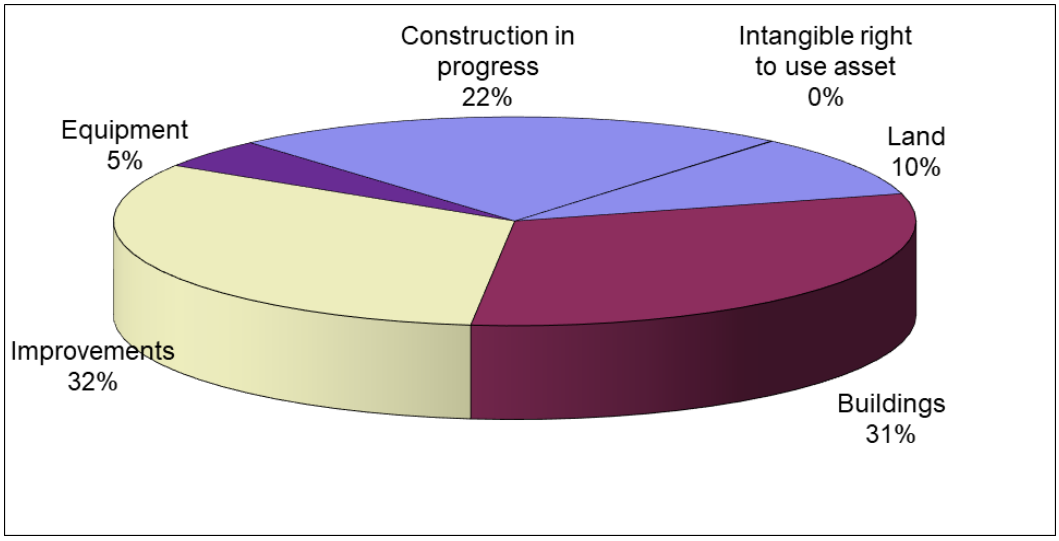
Business-type Activities

- Pensacola Energy vehicles and equipment $1,026,637
- Sanitation vehicles $1,515,940
- Port berth improvements $2,027,860
- Airport vehicles and equipment $806,888
- Airport apron area improvements $8,357,139

Governmental Activities
Capital Assets net of depreciation



Business-type Activities
Capital Assets net of depreciation



Additional details about the City's capital assets can be found in Section III, C, of the Notes of this report. The City has two capital plans. The first is required by Florida's growth management legislation and is an element of the City's comprehensive plan. The second is a broader plan and covers all infrastructure needs of the City. This plan is two-part; the first is transportation funded by the Local Option Gasoline Tax (LOGT) and stormwater funded with a

transfer from the General Fund totaling up to $2,735,000. The second is referred to as the LOST IV Plan and is funded by LOST collections. Additional details of the capital plans are available in the City's annual budget which is available on the City's website.

Long-term Debt. At the end of fiscal year 2025, the City had total non-self-supporting bonded debt of $73,568,587 and self-supporting bonded debt of $32,374,000. Governmental activities have notes payable in the amount of $73,568,587 and Business-type activities have notes payable in the amount of $32,374,000. The City has no general obligation debt.

The City does not borrow for operating needs. All of its outstanding long-term indebtedness is for capital needs only. The direct debt per capita (population 55,194) as of September 30, 2025 is as follows:

Local Option Sales Tax Debt	$ 9,811,000	Per capita	$ 178
Local Option Gas Tax Debt	3,016,000	Per capita	55
Eastside Redevelopment Area Debt	873,000	Per capita	16
Westside Redevelopment Area Debt	2,727,000	Per capita	49
Urban Core Redevelopment Area Debt	57,141,587	Per capita	1,035
Total	$ 73,568,587		$ 1,333

The Local Option Sales Tax Debt is supported by local option sales tax collections and is payable through October 2028.

The Local Option Gas Tax Debt is supported by local option gasoline tax collections. On July 23, 2015 the Board of County Commissioners extended the Six-Cent Local Option Gasoline Tax (LOGT) for an additional 10 years and four months beginning September 1, 2016 through December 31, 2026. In the event that LOGT is insufficient to pay debt service, the loan is furthered secured by a covenant to budget and appropriate from the City's non-ad valorem revenues and is payable through 2026.

The Eastside Redevelopment Area Debt is supported by Tax Increment Revenues derived from the Eastside Redevelopment Area and in the event that these revenues are insufficient to pay debt service, the loan is furthered secured by the Local Business Tax and is payable through 2037.

The Westside Redevelopment Area Debt is supported by Tax Increment Revenues derived from the Westside Redevelopment Area and in the event that these revenues are insufficient to pay debt service, the loan is furthered secured by the Local Business Tax and is payable through 2037.

The Urban Core Redevelopment Area Debt is supported by Tax Increment Revenues derived from the Urban Core Redevelopment Area and in the event that these revenues are insufficient to pay debt service, the loan is furthered secured by certain non-ad valorem revenues budgeted and appropriated therefore pursuant to a Covenant to Budget and Appropriate and is payable through 2043.

All required principal and interest payments on outstanding debt were remitted timely and in full. The reserve requirements and deposits into the debt service funds mandated by the bond covenant remain funded at or above the prescribed levels at fiscal year-end.

As of September 30, 2025, the only bonded debt the City had outstanding were bank issued. Therefore, the ratings below will not be updated unless the City specifically request a review by one of the rating agencies.

On March 28, 2019 Fitch Ratings ("Fitch") affirmed an implied general obligation rating for the City of "AA+" and on October 16, 2009 Standard & Poor's Ratings Services ("Standard & Poor's") affirmed its "AA" on the City's Issuer Credit Rating.

As of October 2025, the City's Airport received an A+ bond rating with a stable outlook form Fitch Ratings, S&P Global Ratings, and Kroll Bond Rating Agency for its upcoming Airport Revenue Bonds.

The fluctuations of the financial market and downgrades or potential downgrades of bond insurers' ratings have had no material effect on principal and interest payments made by the City, or the City's underlying bond ratings. All required principal and interest payments have been remitted timely and in full.

Additional detail about long-term debt can be found in the Notes to the Financial Statements; Note III, Long-term debt.

Economic Factors and Next Year's Budgets and Rates

The City's fiscal year 2026 budget totals $333.2 million. Of this, $80.8 million is for the General Fund, $135.2 million is for enterprise funds, and the remaining $117.2 million is for various special revenue, debt service, capital projects, and internal services funds. The General Fund consists of governmental services such as general administration, public safety, parks and recreation, and public works. Enterprise Funds consist of a Utility Fund, Sanitation Fund, Port Fund and Airport Fund. These enterprise Funds are expected to be self-supporting, on a cash-flow basis, from user fees for services.

The General Fund is expected to see $2.8 million in revenue growth. The estimated 7.22 percent growth in property valuations will amount to an additional $1,635,900 in gross Property Tax revenue. The General Fund consists of governmental services such as general administration, public safety, parks and recreation, and public works.

As the economy experiences slower growth, the City has adopted a budget that reflects moderate revenue growth projections, ensuring a balanced approach to funding essential services while maintaining fiscal stability.

The fiscal year 2026 budget for Pensacola Energy budget includes a 2.4% increase to address the remaining deferred CPI along with an additional 2.6% increase based on the March 2025 CPI reported by the Bureau of Labor Statistics.

On June 09, 2010, the City Council approved Resolution No. 31-10 which established the Fund Balance Policy of Governmental Funds as well as committed the Council Reserves Fund Balance in the General Fund. On October 9, 2014, the City Council approved the same Council Reserve Policy by Ordinance, amending chapter 3-1 of the Code of the City of Pensacola, Florida; creating section 3-1-13. The Fund Balance Policy states that a minimum reserve of 20 percent of beginning adopted appropriations should be maintained in the General Fund as a Council Reserve. The minimum reserve was initially adopted as part of the Financial Planning and Administration Policy on July 23, 1998. The existing General Fund reserve balance (shown on the face of the financial statements as "Council Reserve") totaled $16,139,820 which represents 20% of fiscal year 2026 budgeted General Fund appropriations.

The City's financial policy states that non-recurring revenues should be used only to finance non-recurring expenditures. City Council revised the Financial Planning and Administration Policy in fiscal year 2007 to stipulate that the General Fund's maximum amount of appropriated beginning fund balance should not be more than three percent of budgeted revenues.

Request for Information

This financial report is designed to provide a general overview of the City of Pensacola's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Finance Director, PO Box 12910, Pensacola, Florida 32521. The City of Pensacola's website address is www.cityofpensacola.com.

BASIC FINANCIAL STATEMENTS

CITY OF PENSACOLA, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

	Primary Government			Component Unit
	Governmental Activities	Business-type Activities	Total	Downtown Improvement Board
ASSETS				
Current assets				
Cash and cash equivalents	$ 41,205,834	$ 18,667,740	$ 59,873,574	$ 156,960
Other cash	213,071		213,071	
Investments	25,841,703	17,747,210	43,588,913	
Accrued interest	1,246,910	164,340	1,411,250	
Receivables (net of allowances)				
Accounts	3,331,112	23,208,601	26,539,713	19,940
Internal balances	598,076	(598,076)	-	
Due from other governments	11,210,606	8,730,437	19,941,043	
Inventory	1,235,996		1,235,996	
Lease receivable	213,224	1,408,878	1,622,102	
Prepaids and deposits	1,006,378	951,580	1,957,958	4,338
Restricted assets				
Restricted cash and cash equivalents	6,488,730	49,404,925	55,893,655	
Investments	6,168,763	46,968,711	53,137,474	
Total current assets	98,760,403	166,654,346	265,414,749	181,238
Noncurrent assets				
Cash and cash equivalents	14,171,291		14,171,291	
Investments	14,018,748		14,018,748	
Intangible asset - Goodwill		64,986	64,986	
Note receivable	584,058		584,058	
Lease receivable	19,643,334	27,196,035	46,839,369	
Restricted assets				
Cash and cash equivalents	4,819,500	15,434,093	20,253,593	
Investments	4,581,846	14,673,019	19,254,865	
Capital assets				
Non-depreciable	43,342,931	128,471,393	171,814,324	
Depreciable (net)	224,156,199	270,502,738	494,658,937	89,826
Intangible right-to-use asset (net)	616,118	231,107	847,225	
Total noncurrent assets	325,934,025	456,573,371	782,507,396	89,826
Total assets	424,694,428	623,227,717	1,047,922,145	271,064
DEFERRED OUTFLOWS OF RESOURCES				
Deferred loss on early retirement debt	76,251	334,073	410,324	
Deferred pension	19,406,796	5,640,374	25,047,170	
Deferred OPEB	1,475,731	568,037	2,043,768	
Total deferred outflows of resources	20,958,778	6,542,484	27,501,262	0

(continued)

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

	Primary Government			Component Unit
	Governmental Activities	Business-type Activities	Total	Downtown Improvement Board
LIABILITIES				
Current liabilities				
Accounts payable	$ 2,777,954	$ 4,576,113	$ 7,354,067	$ 45,467
Contracts payable	2,236,551	7,507,736	9,744,287	
Contracts payable - retainage	188,709	3,228,559	3,417,268	
Accrued interest payable	9,850	462	10,312	
Due to other governments	61,511	208,745	270,256	15,000
Wages and benefits payable	4,548,966		4,548,966	
Compensated absences payable	129,273	36,900	166,173	
Deposits	173,593	760,092	933,685	
Claims and judgments payable	2,265,943		2,265,943	
Unearned revenue	10,204,710		10,204,710	5,000
Lease payable	28,373	12,955	41,328	
SBITA payable	433,904		433,904	
OPEB Liability	286,542	107,295	393,837	
Payable from restricted assets				
Due to other governments	1,300,000		1,300,000	
Bonds/Notes payable	5,989,901	5,051,000	11,040,901	
Unearned revenue		31,616,070	31,616,070	
Accrued interest payable	1,107,490	557,891	1,665,381	
Total current liabilities	31,743,270	53,663,818	85,407,088	65,467
Noncurrent liabilities				
Due to other governments	1,300,000		1,300,000	
Compensated absences payable	6,256,074	2,546,017	8,802,091	5,938
Claims and judgments payable	1,535,143		1,535,143	
Bonds/Notes payable	67,578,686	27,323,000	94,901,686	
Lease payable		253,996	253,996	
SBITA payable			0	
Net pension liability	66,283,751	17,831,560	84,115,311	
OPEB liability	5,606,047	2,170,714	7,776,761	
Total noncurrent liabilities	148,559,701	50,125,287	198,684,988	5,938
Total liabilities	180,302,971	103,789,105	284,092,076	71,405
DEFERRED INFLOWS OF RESOURCES				
Deferred gain on early retirement	256,324		256,324	
Deferred pension	11,600,618	1,929,664	13,530,282	
Deferred OPEB	8,315,254	3,282,213	11,597,467	
Leases	18,744,970	26,177,774	44,922,744	
Total deferred outflows of resources	38,917,166	31,389,651	70,306,817	0
NET POSITION				
Net investment in capital assets	199,897,449	356,227,050	556,124,499	89,826
Restricted for				
Capital projects	12,365,916		12,365,916	
Debt service	6,993,313	3,369,612	10,362,925	
Community redevelopment	13,212,381		13,212,381	
Federal housing program	2,018,521		2,018,521	
Other purposes	11,776,135		11,776,135	
Renewal and replacement		19,622,000	19,622,000	
Operations and maintenance		7,115,500	7,115,500	
Customer facility charge		10,622,031	10,622,031	
Passenger facility charge		29,337,854	29,337,854	
Unrestricted	(19,830,646)	68,297,398	48,466,752	109,833
Total net position	$ 226,433,069	$ 494,591,445	$ 721,024,514	$ 199,659

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Function/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary government				
Governmental activities:				
General government	$ 20,291,171	$ 337,942	$ 12,600,129	$ 256,817
Public safety	49,805,464	4,874,228	232,486	103,920
Transportation	11,898,571	4,311,925	125,635	7,422
Culture and recreation	20,169,647	3,286,188	1,008,198	750,242
Economic environment	22,072,225		22,650,479	126,510
Physical environment	9,526,728	6,393,902	85,345	5,455,013
Human services				
Unallocated depreciation	1,657,170			
Interest on long-term debt	2,305,726			
Total governmental activities	137,726,702	19,204,185	36,702,272	6,699,924
Business-type activities:				
Utility	61,144,467	61,229,443		578,081
Sanitation	7,727,525	8,545,526		
Port	3,819,236	3,629,678		19,268,900
Airport	38,947,203	37,776,050		68,320,828
Total business-type activities	111,638,431	111,180,697	0	88,167,809
Total primary government	$ 249,365,133	$ 130,384,882	$ 36,702,272	$ 94,867,733
Component unit:				
Downtown Improvement Board	$ 1,923,247	$ 308,580	$ 628,759	$ -
Total component units	$ 1,923,247	$ 308,580	$ 628,759	$ -

(continued)

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Function/Programs	Net (Expenses) Revenue and Changes in Net Position			
	Primary Government			Component Unit
	Governmental Activities	Business-type Activities	Total	Downtown Improvement Board
Primary government				
Governmental activities:				
General government	$ (7,096,283)		$ (7,096,283)	
Public safety	(44,594,830)		(44,594,830)	
Transportation	(7,453,589)		(7,453,589)	
Culture and recreation	(15,125,019)		(15,125,019)	
Economic environment	704,764		704,764	
Physical environment	2,407,532		2,407,532	
Human services	-		-	
Unallocated depreciation	(1,657,170)		(1,657,170)	
Interest on long-term debt	(2,305,726)		(2,305,726)	
Total governmental activities	(75,120,321)		(75,120,321)	
Business-type activities:				
Utility		$ 663,057	663,057	
Sanitation		818,001	818,001	
Port		19,079,342	19,079,342	
Airport		67,149,675	67,149,675	
Total business-type activities		87,710,075	87,710,075	
Total primary government	(75,120,321)	87,710,075	12,589,754	
Component unit:				
Downtown Improvement Board				$ (985,908)
Total component units				
General revenues:				
Property taxes	26,552,579		26,552,579	814,525
Public service taxes	9,883,266		9,883,266	
Franchise fees	8,636,686		8,636,686	
Communication service tax	3,396,260		3,396,260	
Local business tax	914,626		914,626	
Local option gasoline tax	1,427,119		1,427,119	
Local option sales tax	12,435,316		12,435,316	
Unrestricted intergovernmental revenues	9,357,201		9,357,201	
Unrestricted investment earnings	4,492,953	6,328,198	10,821,151	
Insurance recoveries			-	
Gain on sale of capital asset	84,383		84,383	
Miscellaneous	3,590,714	55,634	3,646,348	9,122
Transfers	8,880,933	(8,880,933)	0	
Overhead transfers	3,177,200	(3,177,200)	0	
Total general revenues, transfers, and other items	92,829,236	(5,674,301)	87,154,935	823,647
Change in net position	17,708,915	82,035,774	99,744,689	(162,261)
Net position at beginning of year	208,724,154	412,555,671	621,279,825	361,920
Net position September 30, 2025	$ 226,433,069	$ 494,591,445	$ 721,024,514	$ 199,659

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	General Fund	Housing Assistance Payments	CMP Management Services Fund	Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS						
Cash and cash equivalents	$ 19,820,413	$ 944,281	$	$ 5,243,548	$ 25,945,454	$ 51,953,696
Other cash		213,071			-	213,071
Investments	6,057,091	897,715		4,984,982	24,666,049	36,605,837
Accrued interest	930,442		316,089		379	1,246,910
Accounts receivable	1,536,917	795,658	422,338		181,039	2,935,952
Due from other funds	1,580,747				187,231	1,767,978
Due from other governments	1,591,187			778,732	8,840,687	11,210,606
Prepaids and deposits	406,922	7,831	97,985		51,890	564,628
Inventories					6,659	6,659
Notes receivable					584,058	584,058
Lease Receivable	5,220,892		13,726,843		908,823	19,856,558
Restricted assets						
Cash and cash equivalents	1,220,903	5,244	570,297	1,312,565	4,002,547	7,111,556
Investments	1,160,699	4,986	542,175	1,247,840	3,805,177	6,760,877
Total assets	$ 39,526,213	$ 2,868,786	$ 15,675,727	$ 13,567,667	$ 69,179,993	$ 140,818,386
LIABILITIES						
Accounts payable	$ 1,017,095	$ 8,364	$ 186,285	$ 9,540	$ 1,272,405	$ 2,493,689
Contracts payable	3,832			626,720	1,589,987	2,220,539
Contracts payable - retainage	-			23,111	165,598	188,709
Due to other funds		44,617	4,366		499,479	548,462
Due to other governments	1,410	1,260			58,841	61,511
Compensated absences payable	105,812				18,500	124,312
Wages and benefits payable	4,548,966					4,548,966
Unearned revenue	893,803	366	100,542		9,209,999	10,204,710
Deposits	100,489		3,300		41,764	145,553
Total liabilities	6,671,407	54,607	294,493	659,371	12,856,573	20,536,451
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue	7,947	795,658			597,908	1,401,513
Related to leases	4,601,496		13,261,817		881,657	18,744,970
Total deferred inflows of resources	4,609,443	795,658	13,261,817	-	1,479,565	20,146,483

(continued)

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	General Fund	Housing Assistance Payments	CMP Management Services Fund	Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
FUND BALANCE (DEFICITS)						
Non-spendable	406,922	7,831	97,985		58,549	571,287
Restricted						
Saenger capital	875,654					875,654
Community development projects					21,868,458	21,868,458
Debt service payments				2,480,468	5,620,335	8,100,803
Other restricted	1,220,035	2,010,690	954,694	10,427,828	16,391,975	31,005,222
Committed						
Park purchases	71,444					71,444
Tree landscape	638,289					638,289
Council reserve	16,139,820					16,139,820
Stormwater projectss					5,931,444	5,931,444
Assigned	7,516,938		1,066,738		11,111,422	19,695,098
Unassigned	1,376,261				(6,138,328)	(4,762,067)
Total fund balances	28,245,363	2,018,521	2,119,417	12,908,296	54,843,855	100,135,452
Total liabilities, deferred inflows of resources and fund balances (deficits)	$ 39,526,213	$ 2,868,786	$ 15,675,727	$ 13,567,667	$ 69,179,993	

Capital assets used in governmental activities are not financial resources to the governmental funds. The cost of the assets is $485,915,897 and the accumulated depreciation is $220,705,269		265,210,628
Other long-term assets are not available to pay for current period expenditures and therefore are deferred in the funds.		1,401,513
The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.		9,963,294
Net other post employment benefits (OPEB) liability, as required by Governmental Accounting Standards Statement No. 75, are not due and payable in the current period and therefore are not reported in the governmental funds.		(11,706,659)
Net pension liability (NPL), as required by Governmental Accounting Standards Statement No. 68, is not due and payable in the current period and therefore is not reported in the governmental funds.		(55,355,668)
Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the governmental funds.		
Notes payable	(73,568,587)	
Deferred gain on refunding	(256,324)	
Deferred loss on early retirement	76,251	
Due to other governments	(2,600,000)	
Compensated absences	(5,730,915)	
Lease obligations	(28,426)	
Accrued interest payable	(1,107,490)	(83,215,491)
Net position of governmental activities		$ 226,433,069

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	General Fund	Housing Assistance Payments	CMP Management Services Fund	Local Option Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:						
Taxes	$ 40,746,731	$	$	$ 12,435,316	$ 1,427,119	$ 54,609,166
Licenses and permits	222,030				2,641,370	2,863,400
Franchise fees	8,636,685					8,636,685
Intergovernmental	9,386,390	21,273,570			20,027,858	50,687,818
Charges for services	2,562,280		837,601		11,402,939	14,802,820
Fines and forfeits	879,802				413,332	1,293,134
Assessments	3,765					3,765
Interest income	1,779,644	54,152	459,471	415,980	1,488,143	4,197,390
Donations	218,653		186,363		3,748,941	4,153,957
Other	993,979	106,155	221	80,000	52,425	1,232,780
Total revenues	65,429,959	21,433,877	1,483,656	12,931,296	41,202,127	142,480,915
Expenditures:						
Current -						
General government	10,189,046				8,180,417	18,369,463
Public safety	44,759,039			113,501	2,820,373	47,692,913
Transportation	3,959,164			7,971	2,185,233	6,152,368
Culture and recreation	10,199,955		1,321,437	111,528	3,041,678	14,674,598
Economic environment	440,233	21,518,081			221,581	22,179,895
Physical environment	7,395				6,957,455	6,964,850
Capital outlay	987,613			5,529,778	11,707,320	18,224,711
Debt service -						
Principal retirement				2,325,000	3,529,981	5,854,981
Interest				235,930	2,128,082	2,364,012
Total expenditures	70,542,445	21,518,081	1,321,437	8,323,708	40,772,120	142,477,791
Excess (deficiency) of revenues over (under) expenditures	(5,112,486)	(84,204)	162,219	4,607,588	430,007	3,124
Other financing sources (uses):						
Transfers in	9,588,900				13,838,883	23,427,783
Transfers (out)	(8,450,019)			(707,967)	(5,388,864)	(14,546,850)
Sale of capital assets	67,234				14,709	81,943
Total other financing sources (uses)	1,206,115	-	-	(707,967)	8,464,728	8,962,876
Net Change in fund balances	(3,906,371)	(84,204)	162,219	3,899,621	8,894,735	8,966,000
Fund balances at beginning of year	32,151,734	2,102,725	1,957,198	9,008,675	45,949,120	91,169,452
Fund balances at end of year	$ 28,245,363	$ 2,018,521	$ 2,119,417	$ 12,908,296	$ 54,843,855	$ 100,135,452

(continued)

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Net change in fund balances - total governmental funds			$ 8,966,000
Amounts reported for governmental activities in the statement of activities are different because:			
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.			
	Expenditures for capital assets	18,224,711	
	Less current year depreciation	(17,220,395)	1,004,316
Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.			5,854,981
Repayment of long-term amounts due to other governments are expenditures in the governmental funds, but the repayment reduces the liability in the statement of net position.			1,300,000
Some revenues reported in the statement of activities do not provide current financial resources, therefore, those revenues are not reported as revenues in governmental funds.			515,343
Compensated absences, reported in the statement of activities, does not require the use of current financial resources, therefore, it is not reported as an expenditure in governmental funds.			(62,062)
Accrued interest expense, reported in the statement of activities, do not require the use of current financial resources in governmental funds.			58,286
The change in annual other post employment benefits (OPEB) cost, as required by Governmental Accounting Standards Statement No. 75, does not require the use of current financial resources: therefore, the change is not reported as an expenditure in governmental funds.			1,336,679
The change in leases, as required by Governmental Accounting Standards Statement No. 87, does not require the use of current financial resource; therefore, the change is not reported as an expenditure in governmental funds.			1,110
The change in annual net pension liability (NPL) cost, as required by Governmental Accounting Standards Statement No. 68, does not require the use of current financial resource; therefore, the change is not reported as an expenditure in governmental funds.			320,600
Internal service funds are used by management to charge the costs of certain activities to individual funds. The net revenue of certain activities of internal service funds is reported with governmental activities.			401,872
The proceeds from the sale of capital assets are reported as revenue in the governmental funds. However, the cost of capital assets disposed must be offset against the sale proceeds resulting in a gain/(loss) on sale of capital assets in the statement of activities. Donations of capital assets do not provide current financial resources to the governmental funds.			
	Net book value of capital assets disposed	(1,988,210)	
	Donations of capital assets		
			(1,988,210)
Change in net position of governmental activities			$ 17,708,915

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2025

	Business-type Activities - Enterprise Funds					Governmental Activities- Internal Service Funds
	Utility Fund	Sanitation Fund	Port Fund	Airport Fund	Total Enterprise Funds	
ASSETS						
Current assets						
Cash and cash equivalents	$ 1,186,892	$	$ 471,171	$ 17,009,677	$ 18,667,740	$ 3,423,429
Investments	1,128,364		447,937	16,170,909	17,747,210	3,254,614
Interest receivable			116,467	47,873	164,340	
Accounts receivable (net)	4,316,846	450,814	6,878,065	11,562,876	23,208,601	395,160
Due from other funds	370,000				370,000	
Due from other governments			836,057	7,894,380	8,730,437	
Prepaid expenses	101,628	9,550	198,861	641,541	951,580	441,750
Inventory					-	1,229,337
Lease receivable			511,176	897,702	1,408,878	
Restricted assets						
Cash and cash equivalents	1,036,265	753,735		47,614,925	49,404,925	
Investments	985,165	716,569		45,266,977	46,968,711	
Total current assets	9,125,160	1,930,668	9,459,734	147,106,860	167,622,422	8,744,290
Noncurrent assets						
Intangible asset - Goodwill	64,986				64,986	
Lease receivable			6,224,428	20,971,607	27,196,035	
Restricted assets						
Cash and cash equivalents				15,434,093	15,434,093	4,196,674
Investments				14,673,019	14,673,019	3,989,732
Capital assets						
Non-depreciable	1,942,573	41,093	19,924,892	106,562,835	128,471,393	
Depreciable (net)	78,568,914	5,053,419	12,476,612	174,403,793	270,502,738	2,316,931
Intangible right-to-use asset (net)	231,107				231,107	587,689
Total noncurrent assets	80,807,580	5,094,512	38,625,932	332,045,347	456,573,371	11,091,026
Total assets	89,932,740	7,025,180	48,085,666	479,152,207	624,195,793	19,835,316
DEFERRED OUTFLOWS OF RESOURCES						
Deferred loss on early retirement				334,073	334,073	
Deferred pension	2,609,494	2,003,600	223,709	803,571	5,640,374	1,246,058
Deferred OPEB	311,458	107,580	24,417	124,582	568,037	110,082
Total deferred outflows of resources	2,920,952	2,111,180	248,126	1,262,226	6,542,484	1,356,140

(continued)

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2025

	Business-type Activities - Enterprise Funds					Governmental Activities-Internal Service Funds
	Utility Fund	Sanitation Fund	Port Fund	Airport Fund	Total Enterprise Funds	
LIABILITIES						
Current liabilities						
Accounts payable	2,871,089	168,890	61,559	1,474,575	4,576,113	284,265
Contracts payable	51,271		1,754,964	5,701,501	7,507,736	16,012
Contracts payable - retainage			702,453	2,526,106	3,228,559	
Accrued interest payable	462				462	9,797
Due to other funds	403,962	133,399	36,011	394,704	968,076	621,440
Due to other governments			208,745		208,745	
Compensated absences payable		36,900			36,900	4,961
Claims and judgments payable					-	2,265,943
Lease payable	12,955				12,955	
SBITA payable					-	433,904
Deposits			26,000	734,092	760,092	28,040
OPEB Liability	57,881	20,859	4,948	23,607	107,295	21,097
Payable from restricted assets						
Notes payable	1,982,000			3,069,000	5,051,000	
Unearned revenue				31,616,070	31,616,070	
Accrued interest payable	39,430			518,461	557,891	
Total current liabilities	5,419,050	360,048	2,794,680	46,058,116	54,631,894	3,685,459
Noncurrent liabilities						
Compensated absences payable	1,205,543	245,568	96,487	998,419	2,546,017	525,159
Claims and judgments payable					-	1,535,143
Notes payable	2,021,000			25,302,000	27,323,000	
Lease payable	253,996				253,996	
Net pension liability	8,017,810	4,994,704	725,023	4,094,023	17,831,560	3,874,912
OPEB liability	1,171,011	421,998	100,110	477,595	2,170,714	426,833
Total noncurrent liabilities	12,669,360	5,662,270	921,620	30,872,037	50,125,287	6,362,047
Total liabilities	18,088,410	6,022,318	3,716,300	76,930,153	104,757,181	10,047,506
DEFERRED INFLOWS OF RESOURCES						
Deferred pension	608,475	370,725	93,969	856,495	1,929,664	493,051
Deferred OPEB	1,692,560	656,984	122,254	810,415	3,282,213	687,605
Leases			5,879,129	20,298,645	26,177,774	
Total deferred outflows of resources	2,301,035	1,027,709	6,095,352	21,965,555	31,389,651	1,180,656
NET POSITION						
Net investment in capital assets	76,486,358	5,094,512	29,944,087	244,702,093	356,227,050	2,454,704
Restricted						
Debt service				3,369,612	3,369,612	
Renewal and replacement				19,622,000	19,622,000	
Operations and maintenance				7,115,500	7,115,500	
Customer facility charge				10,622,031	10,622,031	
Passenger facility charge				29,337,854	29,337,854	
Unrestricted	(4,022,111)	(3,008,179)	8,578,053	66,749,635	68,297,398	7,508,590
Total net (deficit) position	$ 72,464,247	$ 2,086,333	$ 38,522,140	$ 381,518,725	$ 494,591,445	$ 9,963,294

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Business-type Activities - Enterprise Funds					Governmental Activities- Internal Service Funds
	Utility Fund	Sanitation Fund	Port Fund	Airport Fund	Total	
Operating revenues:						
Charges for services	$ 60,702,436	$ 8,435,790	$ 3,629,678	$ 37,742,377	$ 110,510,281	$ 8,639,575
Insurance					-	23,381,914
Other	527,007	109,736		33,673	670,416	79,450
Total operating revenues	61,229,443	8,545,526	3,629,678	37,776,050	111,180,697	32,100,939
Operating expenses:						
Gas purchases	27,254,349				27,254,349	
Salaries and employee benefits	6,649,446	3,178,342	972,721	7,941,649	18,742,158	5,568,059
Materials and supplies	661,579	594,956	26,604	323,162	1,606,301	256,652
Repairs and maintenance	726,571	995,658	147,790	2,299,673	4,169,692	225,139
Contractual services	7,923,305	286,547	268,336	8,401,773	16,879,961	2,228,313
Office and utilities	1,883,469	683,769	1,038,864	3,839,329	7,445,431	1,454,770
Land fill fees		1,217,947			1,217,947	
Overhead allocation	1,330,600	642,100	275,100	929,400	3,177,200	
Lawsuit settlement	12,600,000				12,600,000	
Premiums and claims expense					-	21,205,406
Total operating expenses before depreciation and amortization	59,029,319	7,599,319	2,729,415	23,734,986	93,093,039	30,938,339
Operating income (loss) before depreciation and amortization	2,200,124	946,207	900,263	14,041,064	18,087,658	1,162,600
Depreciation and amortization	3,347,170	692,921	1,137,121	15,044,071	20,221,283	903,755
Operating income (loss)	(1,147,046)	253,286	(236,858)	(1,003,007)	(2,133,625)	258,845
Nonoperating revenues (expenses):						
Gain (loss) on disposal of capital assets					-	2,313
Investment interest	404,782	46,518	203,377	5,673,521	6,328,198	296,843
Interest expense	(87,062)			(1,097,546)	(1,184,608)	(17,879)
Amortization of goodwill	(11,516)				(11,516)	
Gain (loss) on disposal of capital assets	44,886	(77,385)	(227,800)	10,748	(249,551)	
Total nonoperating revenues (expenses)	351,090	(30,867)	(24,423)	4,586,723	4,882,523	281,277
Income (loss) before contributions and transfers	(795,956)	222,419	(261,281)	3,583,716	2,748,898	540,122
Contributions and transfers:						
Contributions						
Federal and state grants	490,560		6,439,866	36,750,507	43,680,933	
Passenger facility charge				6,005,680	6,005,680	
Passenger facility charge - Interest				831,380	831,380	
Contributed capital (to) from other funds	87,521		2,027,860		2,115,381	14,425
Donations			10,801,174	24,733,261	35,534,435	
Transfers in (out)	(9,588,900)		46,630	661,337	(8,880,933)	(152,675)
Total contributions and transfers	(9,010,819)	-	19,315,530	68,982,165	79,286,876	(138,250)
Change in net position	(9,806,775)	222,419	19,054,249	72,565,881	82,035,774	401,872
Net position at beginning of year	82,271,022	1,863,914	19,467,891	308,952,844	412,555,671	9,561,422
Net position at end of year	$ 72,464,247	$ 2,086,333	$ 38,522,140	$ 381,518,725	$ 494,591,445	$ 9,963,294

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Business-type Activities - Enterprise Funds					Governmental Activities- Internal Service Funds
	Utility Fund	Sanitation Fund	Port Fund	Airport Fund	Total	
Cash flows from operating activities:						
Cash received from customers	$ 60,315,030	$ 8,529,154	$ 3,358,526	$ 37,390,029	$ 109,592,739	$ 27,264,475
Cash received from other funds					-	1,261,186
Cash payments to suppliers for goods and services	(51,444,213)	(4,448,709)	(1,904,922)	(14,863,863)	(72,661,707)	(27,123,494)
Cash payments to employees for services	(7,468,249)	(3,504,007)	(1,068,687)	(8,950,416)	(20,991,359)	(861,747)
Net cash provided by (used for) operating activities	1,402,568	576,438	384,917	13,575,750	15,939,673	540,420
Cash flows from noncapital financing activities:						
Advance from (to) other funds					-	
Due (from) to other funds					-	
Net transfers	(9,588,900)				(9,588,900)	
Net cash provided by (used for) noncapital financing activities	(9,588,900)	-	-	-	(9,588,900)	-
Cash flows from capital and related financing activities:						
Acquisition of capital assets	(5,870,869)	(1,515,941)	(2,380,105)	(4,794,344)	(14,561,259)	(341,585)
Acquisition of capital assets with grant monies			(12,150,643)	(55,712,557)	(67,863,200.00)	
Proceeds from sale of assets	51,860	32,472		10,748	95,080	2,439
Contributions from other governments	490,560		7,281,445	26,441,100	34,213,105	
Contributions from customers			4,496,132	29,808,952	34,305,084	
Principal paid on capital debt	(1,943,000)			(2,962,000)	(4,905,000)	
Interest paid on capital debt	(97,997)			(1,082,848)	(1,180,845)	
Interest payments on lease/SBITA	(8,213)				(8,213)	(27,558)
Payments from leasing activities			211,680	1,094,166	1,305,846	
Proceeds from note receivable					-	
Net cash provided by (used for) capital and related financing activities	(7,377,659)	(1,483,469)	(2,541,491)	(7,196,783)	(18,599,402)	(366,704)
Cash flows from investing activities:						
Sale of investments	8,769,527	584,546	1,265,311	4,954,111	15,573,495	790,654
Interest on investments	404,782	46,518		4,570,855	5,022,155	296,843
Net cash provided by (used for) investing activities	9,174,309	631,064	1,265,311	9,524,966	20,595,650	1,087,497
Net increase (decrease) in cash and cash equivalents	(6,389,682)	(275,967)	(891,263)	15,903,933	8,347,021	1,261,213
Cash and cash equivalents at beginning of year	8,612,839	1,029,702	1,362,434	64,154,762	75,159,737	6,358,890
Cash and cash equivalents at end of year	$ 2,223,157	$ 753,735	$ 471,171	$ 80,058,695	$ 83,506,758	$ 7,620,103

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
RECONCILIATION OF OPERATING INCOME (LOSS)
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Business-type Activities - Enterprise Funds					Governmental Activities- Internal Service Funds
	Utility Fund	Sanitation Fund	Port Fund	Airport Fund	Total	
Operating income (loss)	$ (1,147,046)	$ 253,286	$ (236,858)	$ (1,003,007)	$ (2,133,625)	$ 258,845
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:						
Depreciation	3,347,170	692,921	1,137,121	15,044,071	20,221,283	903,755
Change in assets and liabilities:						
(Increase) decrease in accounts receivable	(888,739)	(16,372)	(208,428)	887,909	(225,630)	(139,818)
(Increase) decrease in inventory					-	144,447
(Increase) decrease in due from other funds	140,000				140,000	
(Increase) decrease in prepaid expense	7,471	553	13,335	43,670	65,029	6,984
(Increase) decrease in lease receivable			(61,472)	(1,602,625)	(1,664,097)	
Increase (decrease) in accounts payable	940,272	13,693	25,400	887,571	1,866,936	150,512
Increase (decrease) in contracts payable	(129,749)	(41,978)	(385,874)	(824,240)	(1,381,841)	(33,601)
Increase (decrease) in due to other funds	66,687	13,647	11,515	121,084	212,933	(88,836)
Increase (decrease) in due to other governments			198,911		198,911	
Increase (decrease) in deposits			(1,252)	328,695	327,443	10,624
Increase (decrease) in claims and judgments					-	182,090
Increase (decrease) in lease payable	(12,083)				(12,083)	
Increase (decrease) in SBITA					-	(469,707)
Increase (decrease) in compensated absences	142,823	(15,393)	(17,233)	146,566	256,763	75,746
Increase (decrease) in lease deferred inflow					0	
Increase (decrease) in net OPEB obligation	(290,483)	(88,506)	(22,695)	(145,241)	(546,925)	(124,817)
Increase (decrease) in net pension liability	(773,755)	(235,413)	(67,553)	(308,703)	(1,385,424)	(335,804)
Net cash provided by (used for) operating activities:	$ 1,402,568	$ 576,438	$ 384,917	$ 13,575,750	$ 15,939,673	$ 540,420

Noncash investing, capital, and financing activities:

	Utility Fund	Sanitation Fund	Port Fund	Airport Fund	Total	Internal Service Funds
Amortization of bond expense	$	$	$	$ 60,625	$ 60,625	$
Amortization of goodwill	(11,516)					
Transfer of capital assets from other funds	87,521		2,027,860			14,425
Transfer of capital assets to other funds					-	(152,675)
Disposal of capital assets	(6,974)	(109,857)	(227,800)		(344,631)	

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
COMBINED STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2025

	Total Pension Trust Funds
ASSETS	
Other cash	$ 1,056,416
Receivables:	
Employer	845
Employee	65,186
Private trust funds	114,986
Due from other governments	184,112
Total receivables	365,129
Investments:	
Short term investments	5,846,326
Debt Securities & Bond Mutual Funds	107,855,398
Convertible Corporate Bonds	21,390,360
Stock Mutual Funds	36,592,523
Mortgage Backed Securities	30,523,922
Commingled Trust Fund	39,045,937
Domestic Stocks	151,600,391
Preferred Stocks	2,152,890
Foreign Stocks	38,339,397
Total investments	433,347,144
Total assets	$ 434,768,689
LIABILITIES	
Accounts payable	$ 342,965
Total liabilities	342,965
NET POSITION	
Restricted for pension benefits	$ 434,425,724

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA, FLORIDA
COMBINED STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

		Total Pension Trust Funds
Additions:		
Contributions - city	$	10,803,123
Contributions - employee		1,284,693
Commission recapture		186
Insurance proceeds - State of Florida		1,922,097
Total contributions		14,010,099
Investment income		
Net appreciation in fair value of investments		21,227,276
Interest and dividends		13,238,341
		34,465,617
Less investment expense		1,824,474
Net investment income		32,641,143
Total additions		46,651,242
Deductions:		
Pensions paid - employees		26,523,521
Pensions paid - widows		4,296,108
Refunds to employees		87,443
Deferred retirement option plan		272,339
Health insurance assistance		82,852
Administrative expenses		427,696
Total deductions		31,689,959
Change in net position		14,961,283
Net position held in trust for pension benefits:		
Beginning of year		419,464,441
End of year	$	434,425,724

The accompanying notes are an integral part of these financial statements.

NOTES TO

FINANCIAL STATEMENTS

CITY OF PENSACOLA, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

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NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Pensacola (the "City") have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. Statements and Interpretations of the GASB have been applied in the preparation of these financial statements.

A. Reporting Entity

The City operates under a Mayor-Council structure commonly referred to as a "Strong Mayor" form of government. With the Mayor-Council structure, the Council is the governing body of the City with all legislative powers of the City vested therein, which consists of seven (7) Council Members, one (1) elected from each of the seven (7) election districts of the City. The Mayor is not a member of Council and does not have voting power. The Mayor is elected at large, has a 4-year term in office, will exercise the executive powers of the City, and shall not be a member of Council. The Mayor's term allows for a maximum of three consecutive four-year terms of office. With the Mayor-Council structure, the Mayor replaces the City Manager as the executive head of the City and shall appoint a City Administrator to assist in managing daily operations.

In evaluating the City as a reporting entity, management has addressed all potential component units for which the City may or may not be financially accountable and, as such, be includable within the City's financial statements. The City (the primary government) is financially accountable if it appoints a voting majority of the organization's governing board and 1) it is able to impose its will on the organization or 2) there is a potential for the organization to impose a specific financial benefit or burden to the City. Additionally, the primary government is required to consider other organizations for which exclusion of the nature and significance of their relationship with the City would cause the reporting entity's financial statements to be misleading or incomplete.

The accompanying financial statements represent the City and its component units and entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the City's operation. Discretely presented component units are reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the City.

Blended Component Unit

Community Redevelopment Agency (CRA) - On September 25, 1980, the Pensacola City Council declared itself the CRA pursuant to the provisions of Chapter 163, Part III, Florida Statutes. This action, adopted by Resolution Number 55-80, also outlined the rights, powers, duties, privileges, and immunities invested in the seven-member City Council, acting as the CRA. The City Council selects a chair and a vice-chair from the seven members of the CRA and approves the annual operating budget.

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The CRA is considered a blended component unit since the CRA and City have the same governing body and management of the primary government has operational responsibility for the CRA. The CRA is reported as a special revenue fund of the City.

Florida Statute Section 163.387(8) requires an independent audit of the CRA each fiscal year. Audited financial statements of the CRA can be obtained by contacting the City's financial services department: City of Pensacola, 222 West Main Street, Pensacola, FL 32502.

Discretely Presented Component Unit

The component unit column in the combined financial statements includes the financial data of the City's discretely presented component unit. It is reported in a separate column to emphasize that it is legally separate from the City. The accounting policies of this discretely presented component unit are the same as those detailed for the City. The City's only discretely presented component unit is the Downtown Improvement Board.

Downtown Improvement Board (DIB) - The DIB was created in April 1972 by Chapter 72-655, Laws of Florida. The DIB is considered a component unit since the Mayor of the City appoints and the Council approves the five-member board. In addition, the City Council approves the budget of the Board, including the proposed millage rate. Audited financial statements of the DIB can be obtained from their administrative office: Downtown Improvement Board, Post Office Box 653, Pensacola, Florida 32593.

Joint Ventures Excluded from the Reporting Entity

The following joint ventures do not meet the criteria for inclusion in the City's financial statements since no financial benefit or burden exists, nor can the City impose its will on the entities.

Escambia - Pensacola Human Relations Commission (HRC) - Created by an interlocal agreement between the Escambia County Board of County Commissioners and the Pensacola City Council in 1974, pursuant to Florida Statutes, for the purpose of promoting fair treatment and equal opportunity to all citizens of the community. On March 7, 2019, the Escambia Board of County Commissioners passed an Ordinance to cease operations and reestablish the Human Relations Commission with a new board. The new Commission is composed of nine members: five selected by the Escambia County Board of County Commissioners and four selected by the City Council. The City does not control the financial operations of the Commission. The HRC ended services in December 2026 and is no longer operating. No financial statements were available for fiscal year 2025.

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Pensacola - Escambia County Promotion and Development Commission (PEDC) - Created in 1967 by Chapter 67-1365, Laws of Florida, amended in 1989 by House Bill 984, for the purpose of promoting and developing tourism and industry in Escambia County and in the City of Pensacola. The nine-member board consists of representatives from the Escambia County Board of County Commissioners, the City of Pensacola City Council, the Town of Century, and the Greater Pensacola Chamber. Escambia County and the City of Pensacola each contribute to the operation and maintenance of the PEDC, but neither has control over the financial operations of the PEDC nor can it impose its will.

Complete financial statements of PEDC can be obtained from their administrative office: Pensacola - Escambia County Promotion and Development Commission, 3 West Garden Street, Ste 618, Pensacola, Florida, 32502.

Summary financial statements including fiduciary funds of these entities are as follows:

PEDC
Statement of Net Position
September 30, 2025
(Audited)

Assets	$	17,254,951
Liabilities		10,243,086
Deferred inflows of resources		1,737,171
Net Position:		
Restricted		61,198
Unrestricted		5,213,496
Total Net Position		5,274,694
Total Liabilities and Net Position	$	17,254,951

PEDC
Statement of Revenues, Expenses and Changes in Net Position
for the Fiscal Year Ended September 30, 2025
(Audited)

Revenue	$	1,764,236
Expenses		1,535,014
Excess of revenue over (under) expenses		229,222
Net position Beginning of Year		5,045,472
Net position at End of Year	$	5,274,694

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. The City's fiduciary funds are not presented in the government-wide financial statements since by definition, the assets cannot be used to address activities or obligations of the City (i.e., the assets are being held for the benefit of pension participants). The purpose of the government-wide financial statements is to provide a consolidated financial picture of all City activities. The internal service funds provide services to departments throughout the City; therefore, their direct expenses are eliminated functionally on the government-wide financial statements with the exception of internal payments that qualify as interfund services provided and used. Governmental activities, supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely on fees and charges to customers for support. Likewise, the primary government is reported separately from the discretely presented component unit for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. The purpose of categorizing direct expenses according to function and revenues according to program is to provide an analysis of activities that are revenue sufficient and those that use the support of general revenues. Direct expenses are those expenses that are clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not included among program revenues are reported instead as general revenues.

Individual fund financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All other funds (nonmajor) are combined according to their category, governmental or business-type, and are reported in a single column. Combining statements for nonmajor funds are found in the Combining Financial Statements section.

C. Basis of Accounting, Measurement Focus and Financial Presentation

The basis of accounting refers to when revenues and expenditures/expenses are recognized in the accounts and reported in the financial statements. The basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are considered to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise fees, public service taxes, communication service tax, local business tax, local option gasoline tax, local option sales tax, lease revenues, and interest associated with the current fiscal period are all considered to be susceptible to accrual and therefore have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received.

The City reports the following major governmental funds:

General Fund - used to account for all financial resources except those required to be accounted for in another fund. All general property taxes, fines, property rentals and certain intergovernmental revenues are recorded in this fund. Typical expenditures are for administration, planning, parks and recreation, public works, and public safety.

Housing Assistance Payments - a special revenue fund that accounts for the proceeds awarded from federal and state agencies that are legally restricted to expenditures for specific purposes.

Community Maritime Park Management - a special revenue fund to account for revenues and expenditures related to leases and special event rentals at the Community Maritime Park.

Local Option Sales Tax - a capital projects fund that accounts for the local option infrastructure sales surtax (pursuant to Florida Statues 212.055) to provide for the construction of various infrastructure improvements including park and recreation improvements, street resurfacing and reconstruction, and payment of associated debt.

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The City reports the following major proprietary funds:

Utility Fund – accounts for the assets, operation, and maintenance of the City-owned natural gas service.

Sanitation Fund – accounts for the assets, operation, and maintenance of the City-owned garbage and trash services.

Port Fund – accounts for the assets, operation, and maintenance of the City-owned port facility.

Airport Fund – accounts for the assets, operation, and maintenance of the City-owned airport.

Additionally, the government reports the following fund types:

Internal Service Funds (ISF) account for services provided to various City departments on a cost reimbursement basis. The services provided include a central warehouse inventory, fleet maintenance, engineering, management information services, and a risk management (insurance) program. ISFs are reported as a governmental activity within the government-wide financial statements. Individual fund statements are provided in the Combining Financial Statements section.

Fiduciary Funds are trust funds that account for assets held by the City in a trustee capacity for individuals, other governmental units, and/or other funds and include the City's General, Firemen's, and Police Officers' pension funds. Fiduciary funds are not included in government-wide financial statements; however, a statement of net position and a statement of changes in net position are included as part of the basic financial statements, with individual fund statements presented in the Combining Financial Statements section.

Amounts reported as program revenues include 1) charges to customers for goods, services, or privileges provided, and fines and forfeitures, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Those revenues not clearly defined as program revenues are categorized as general revenue. General revenues include resources such as taxes, franchise fees, interest, and sale of assets. As a general rule, the effect of interfund activity is eliminated from the government-wide financial statements.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise and internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses that do not meet this definition are reported as nonoperating revenues and expenses. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, and Net Position or Equity

1. Cash and Cash Equivalents/Investments

The City of Pensacola has defined *cash and cash equivalents* as cash held at a depository and cash on hand for operating purposes and those investments which are short term and highly liquid. Generally, those investments have original maturities of three (3) months or less. Cash equivalents normally consist of treasury bills, certificates of deposit, and money market funds.

All monies, which are not legally restricted to separate administration, are pooled together for investment purposes while each individual fund and/or account is maintained on a daily transaction basis. Investment earnings are distributed in accordance with the participating funds' relative equity.

2. Investments

All investments held by the City of Pensacola, including defined benefit pension plans and debt securities are reported at fair value.

The City is part of the Florida Cooperative Liquid Assets Securities System (FLCLASS), which is an independent local government investment pool authorized by Florida Statues Section 218.415 and was created by an interlocal agreement by and among state public agencies (the Interlocal) as described in Florida Statutes Section 163.01, as amended. The investment pool is governed by a Board of Trustees and operates similarly to a registered money market fund with the objective of maintaining a net asset value (NAV) of $1.00 per share. The City's portion of the investment pool was $60,000,000 at the end of September 30, 2025.

3. Interfund Receivables/Payables

Interfund receivables and payables arise from interfund transactions and are recorded by all funds affected as "due to/from other funds" for the current portion of the receivable/payable or as "advance to/from other funds" for the noncurrent portion of the receivable/payable. Government-wide financial statements eliminate transactions occurring within like-kind activities (i.e., governmental to governmental or business-type to business-type). The residual balance between activities is reported in the government-wide financial statements as "internal balances". Fund financial statements present the entire transaction on the balance sheet as "due to/from other funds" and/or "advance to/from other funds".

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

4. Inventories

Inventories included in the internal service fund's General Stock Fund consist primarily of utility stores, automotive supplies, and fuel for purchase by City departments. Inventories included in the Golf Fund consist of inventories held for resale to the public. All inventories are accounted for by the consumption method and are valued at cost, which approximates the market, using the first in, first out method. Appropriate allowances have been made for obsolete and surplus items.

5. Prepaid Insurance

The City of Pensacola accounts for property insurance premiums using the consumption method. Property insurance premiums for both governmental and enterprise funds are paid quarterly, with a term year beginning May 1st resulting in a prepaid insurance premium for the month of October.

6. Restricted Assets

Certain assets of both governmental and business-type activities are restricted by specific provisions of bond resolutions, grant agreements, agreements with outside parties or restricted by City Council or management for a specific purpose. Assets such as these are restricted since their use is limited.

7. Capital Assets

Capital assets, which include land, buildings, equipment, improvements other than buildings, and infrastructure assets are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined as assets with an initial, individual cost of more than $5,000 and an estimated useful life greater than one year. Such assets are recorded at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets, works of art and similar items, and capital assets received in service concession arrangements are reported at acquisition value as of the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

The City does not capitalize interest on borrowings used to finance the construction of general capital assets. Interest on capital assets is capitalized for proprietary funds; however, when the expense during construction is netted against the related income, the resulting amount is typically immaterial.

The Utility Fund reports intangible assets on the face of the financial statements of $23,861 and $41,125. The intangible asset is recorded as the excess of the purchase price over the fair market value of assets acquired and is amortized on a straight-line basis over an estimated useful life of forty years and ten years respectively.

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Buildings	15 - 50 years
Improvements other than buildings	15 - 50 years
Infrastructure	15 - 50 years
Machinery and equipment	3 - 10 years
Utility lines and extensions	40 - 50 years
Vehicles and heavy equipment	5 - 25 years

8. Leases

The City of Pensacola is a lessee for noncancellable leases of land and equipment. The City recognizes a lease liability and an intangible right-to-use lease asset in the government-wide and proprietary lease fund financial statements.

At the commencement of the lease, the City initially measures the lease liability at the present value of the payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of the lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial costs. Subsequently, the lease asset is amortized on a straight-line basis over the term of the lease.

The City uses the interest rate charged by the lessor as the discount rate or its incremental borrowing rate as the discount rate for the leases.

The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are comprised of fixed payments and any purchase option price that the City will reasonably be certain to exercise. In determining the lease term, management considers all facts and circumstances that create an economic incentive to exercise an extension option, or not exercise a termination option. Extension options are only included in the lease term if the lease is reasonably certain to be extended.

The City monitors changes in the circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Intangible right-to-use assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Payments due under the lease contracts include fixed payments. Assets and liabilities arising from a lease are initially measured on a present value basis. Lease liabilities include the net present value of the following lease payments:

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

- Fixed payments (including in-substance fixed payments), less any lease incentives receivable.
- Amounts expected to be payable by the City under residual value guarantees.
- The exercise price of a purchase option if it is reasonably certain the option will be executed.
- Payments of penalties for terminating the lease, if the lease term reflects the City exercising that option.

The City is a lessor for noncancellable leases of land and buildings. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide, proprietary fund, and governmental fund financial statements.

At the commencement of the lease, the City initially measures the lease receivable at the present value of the payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received. The deferred inflow is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow is recognized as revenue over the term of the lease.

The City uses its incremental borrowing rate as the discount rate for the leases.

The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable are comprised of the following:

- Fixed payments (including in-substance fixed payments), plus variable payments from the lessee. For land and building leases that include variable payments, those payments include common area maintenance.
- Residual value guarantee payments that are fixed in substance.
- Any lease incentives.

Variable payments that depend on an index or a rate such as the Consumer Price Index or a market rate interest rate are initially measured using the index or market rate at the commencement of the lease.

The City monitors changes in circumstances that would require a remeasurement of the lease receivable a deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

9. Subscription-Based Information Technology Arrangements (SBITAs)

The City of Pensacola has several agreements which convey control of the right to use another party's IT software. The City recognizes a subscription liability and an intangible right-to-use subscription asset in the government-wide and proprietary fund financial statements.

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Subscription assets are reported with other capital assets and subscription liabilities are reported with long-term debt on the statement of net position.

At the commencement of the agreement, the City initially measures the subscription liability at the present value of the payments expected to be made during the agreement term. Subsequently, the subscription liability is reduced by the principal portion of the payments made.

The subscription asset is initially measured as the initial amount of the subscription liability, adjusted for subscription payments made at or before the SBITA commencement date. Subsequently, the subscription asset is amortized on a straight-line basis over the term of the agreement.

The City uses the interest rate charged by the vendor as the discount rate or its incremental borrowing rate as the discount rate for the SBITAs.

The subscription term includes the noncancellable period of the SBITA. Subscription payments included in the measurement of the subscription liability are comprised of fixed payments. In determining the subscription term, management considers all facts and circumstances that create an economic incentive to exercise an extension option, or not exercise a termination option. Extension options are only included in the subscription term if the SBITA is reasonably certain to be extended.

Payments due under the SBITA contracts include fixed payments. Assets and liabilities arising from a SBITA are initially measured on a present-value basis.

10. Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The government has two items that qualify for reporting in this category.

One is the deferred loss on early retirement reported in the proprietary statement of net position as well as the government-wide statement of net position. A deferred loss on early retirement results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The second is deferred charge on pension and Other Postemployment Benefits (OPEB) contributions made by the employer after the measurement date and changes in benefits, assumptions, and differences between actual and expected returns.

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has three items that qualify for reporting in this category. Unavailable revenue, which arises only under a modified accrual basis of accounting, is reported only in the governmental funds balance sheet.

The governmental funds report unavailable revenues from sources such as special assessments, lease receivables, and note receivables. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

The second is a deferred gain on early retirement reported in the proprietary statement of net position as well as the government-wide statement of net position. A deferred gain on early retirement results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The third is deferred pension and/or OPEB as well as pension and/or OPEB expenses as a result of changes in benefits, assumptions, and differences between actual and expected returns.

11. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources, and deferred inflows of resources related to pension and pension expense, information about the fiduciary net position of the City's pension plans and additions to/deductions from these plans' fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

12. Compensated Absences

It is the policy of the City to permit general employees to accumulate up to 500 hours of earned but unused leave benefits (Paid Time Off - PTO). Senior Executive Services (SES) employees may accumulate up to 600 hours of PTO plus 250 hours of retention leave. Fire employees may accumulate up to 720 hours of PTO.

Police sergeants, lieutenants, and captains may accumulate up to 500 hours PTO and police officers may accumulate up to 900 hours PTO. Employees who separate service in good standing can be paid the balance of their accrued PTO.

Unpaid compensated absences are recorded as a liability when the benefits are earned in both the government-wide financial statements and proprietary fund financial statements. Governmental funds within the fund financial statements are not required to record a liability of accumulated amounts of unused leave benefits unless the payments are current liabilities and will be made in the following year.

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

13. Bond Discounts, Issuance Cost, and Refunding Gains and Losses

In the government-wide financial statements and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund-type statement of net position.

Capital appreciation bonds are reported at their accreted value which is computed at the end of each fiscal year. Bond premiums and discounts, as well as prepaid insurance costs, are deferred and amortized over the life of the bonds using the effective interest method. Bond issuance costs are expensed when paid. Bonds payable are reported net of the applicable bond premium or discount. Bond refunding gains and losses are deferred and amortized over the remaining life of the old debt or the life of the new debt, whichever is shorter, using the effective interest method. Bond refunding gains are presented as deferred inflows of resources while losses are presented as deferred outflows of resources.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs (whether or not withheld from the actual debt proceeds received), during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses.

14. Fund Balance

GASB Statement No. 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*, establishes fund balance classifications based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Fund balance classifications are non-spendable, restricted, committed, assigned, and unassigned. Each classification reflects the nature and extent to which a restriction is placed upon fund balance.

15. Net Position

The government-wide and business-type fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted.

Net Investment in Capital Assets is intended to reflect the portion of net position, which is associated with non-liquid, capital assets less outstanding capital asset-related debt.

Restricted Net Position are liquid assets (generated from revenues and net bond proceeds) which are not accessible for general use because of third-party (statutory, bond covenant or granting agency) limitations.

Unrestricted Net Position represents unrestricted assets.

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

16. New Accounting Pronouncement

GASB Statement No. 101

The GASB issued Statement No. 101, "Compensated Absences," which requires governments to recognize liabilities for compensated absences in two situations: (1) when leave has been earned but not yet used, and (2) when leave has been used but not yet paid. A liability must be recorded for unused leave if it is attributable to services already rendered, if the leave can be carried forward (accumulates), and if it is more likely than not that the leave will be used or otherwise paid. Because the City already recognizes compensated absences in both of these circumstances, the implementation of Statement No. 101 did not result in any financial impact.

NOTE II. - DETAIL NOTES ON ALL FUNDS

A. Deposits and Investments

1. Pension Funds

The City's pension funds contain investments in certain bonds that are actually mortgage-backed and asset-backed securities which could be classified as "derivative" investments under GASB Technical Bulletin No. 94-1. These securities are based on cash flows from interest and principal payments on underlying mortgages. Therefore, they are sensitive to prepayments by mortgagees, which may result in a decline of interest rates.

The City invests in interest and principal securities (a form of mortgage-backed and asset-backed securities) in part to maximize yields and in part to hedge against a rise in interest rates. These investments are within the investment policy guidelines for the pension funds.

Interest Rate Risk. The City's General, Fire, and Police Pension Plans each have funds invested in bond mutual funds. Each plan has its own investment policy, which restricts the investments that the mutual funds can hold. The policy limits the percentage of plan assets invested in bonds but does not place limits on the length of the maturities.

Credit Risk. The risk that an issuer or other counterparty to an investment will not fulfill its obligations. The City's General, Fire, and Police Pension Plans investment policies do not address restrictions on the credit risk of investments.

Custodial Credit Risk. For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City's retirement plans will not be able to recover the value of their investments that are in the possession of an outside party.

The Retirement Plans' Board of Trustees has contracts with each of their money managers which include a requirement that coverage be provided to protect the City's retirement plans from any losses incurred arising out of the money manager's negligence. Therefore, the City does not have a custodial credit risk.

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

The General Pension and Retirement investment plan weighted average maturities, amounts and ratings are as follows:

General Pension Investment	Weighted Average Maturity	Amount	Rating
Short term investments	Current	$ 2,385,241	N/A
Debt Securities & Bond Mutual Funds			
Corporate Bonds	17.33 years	32,766,471	A1 - A3
Corporate Bonds	17.11 years	7,683,529	Aa1 - Aa3
Corporate Bonds	5.92 years	7,959,013	Baa1 - Baa3
Corporate Bonds	Unavailable	6,340,900	Rating Unavailable
Convertible Corporate Bonds			
Corporate Bonds	4.03 years	206,822	A1 - A3
Corporate Bonds	28.67 years	57,384	Ba1 - Ba3
Corporate Bonds	2.30 years	711,650	Baa1 - Baa3
Corporate Bonds	4.00 years	9,295,061	Rating Unavailable
Stock Mutual Funds	Current	9,563,621	N/A
Mortgage Backed Securities			
Mortgage Backed Securities	10.56 years	1,146,115	Rating Unavailable
Real Estate Investment Trust	Current	3,970,874	N/A
Domestic Stocks	Current	43,183,570	N/A
Commingled Trust Fund	Current	7,220,254	N/A
Preferred Stocks	Current	1,021,312	N/A
Foreign Stocks	Current	19,363,909	N/A
Total General Pension Investments		**$ 152,875,726**	

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

The Firefighters' Relief and Pension investment plan weighted average maturities, amounts and ratings are as follows:

Fire Pension	Weighted Average Maturity	Amount	Rating
Short term investments	Current	$ 1,783,915	N/A
Debt Securities & Bond Mutual Funds			
Corporate Bonds	5.22 years	4,007,388	A1 - A3
Corporate Bonds	3.09 years	227,566	Aaa
Corporate Bonds	4.43 years	14,605,056	Aa1 - Aa3
Corporate Bonds	4.42 years	5,796,312	Baa1 - Baa3
Corporate Bonds	4.92 years	6,421,967	Rating Unavailable
Convertible Corporate Bonds			
Corporate Bonds	4.03 years	222,317	A1 - A3
Corporate Bonds	28.67 years	61,297	Ba1-Ba3
Corporate Bonds	2.30 years	777,922	Baa1 - Baa3
Corporate Bonds	3.99 years	10,057,907	Rating Unavailable
Stock Mutual Funds	Current	27,028,902	N/A
Mortgage Backed Securities			
Mortgage Backed Securities	17.08 years	9,704,224	Rating Unavailable
Real Estate Investment Trust	Current	4,036,901	N/A
Commingled Trust Fund	Current	8,589,142	N/A
Domestic Stocks	Current	39,131,794	N/A
Preferred Stocks	Current	1,131,578	N/A
Foreign Stocks	Current	2,635,329	N/A
Total Fire Pension Investments		**$ 136,219,517**	

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

The Police Officers' Retirement investment plan weighted average maturities, amounts and ratings are as follows:

Police Pension	Weighted Average Maturity	Amount	Rating
Short term investments	Current	$ 1,677,170	N/A
Debt Securities & Bond Mutual Funds			
Corporate Bonds	5.18 years	4,260,561	A1 - A3
Corporate Bonds	4.83 years	7,556,091	Aa1 -Aa3
Corporate Bonds	4.45 years	7,475,031	Baa1-Baa3
Corporate Bonds	6.25 years	2,755,513	Rating Unavailable
Mortgage Backed Securities			
Mortgage Backed Securities	13.93 years	11,665,808	Rating Unavailable
Domestic Stocks	Current	69,285,027	N/A
Commingled Trust Fund	Current	23,236,541	N/A
Foreign Stocks	Current	16,340,159	N/A
Total Police Pension Investments		**$ 144,251,901**	

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NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

Fair Value Measurements. The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. The City has the following fair value measurements as of September 30, 2025:

General Pension Investment	Level 1	Level 2	Level 3	9/30/2025
Investments by Fair Value Level				
Short Term Investments	$ 2,385,241	$	$	$ 2,385,241
Debt Securities & Bond Mutual Funds:				
Corporate Bonds		54,749,913		54,749,913
Total Debt Securities & Bond Mutual Funds	2,385,241	54,749,913	-	54,749,913
Convertible Corporate Bonds		10,270,917		10,270,917
Stock Mutual Funds	9,563,621			9,563,621
Mortgage Backed Securities:				
Mortgage Backed Securities		1,146,115		1,146,115
Real Estate Investment Trust			3,970,874	3,970,874
Total Mortgage Baked Securities	-	1,146,115	3,970,874	5,116,989
Domestic Stocks	43,183,570			43,183,570
Commingled Trust Fund	7,220,254			7,220,254
Preferred Stocks	1,021,312			1,021,312
Foreign Stocks	19,363,909			19,363,909
Total Investments measured at fair value	$ 85,123,148	$ 66,166,945	$ 3,970,874	$ 152,875,726

Short term investments, debt securities, stock mutual funds, commingled trust fund, and equity securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Debt securities, convertible corporate bonds, and mortgage-backed securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

Mortgage-backed securities classified in Level 3 are valued using valuation methodologies including pricing models and discounted cash flow models. Level 3 valuations incorporate subjective judgements and consider assumptions including capitalization rates, discount rates, cash flows and other factors that are not observable in the market.

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

Fire Pension Investment	Level 1	Level 2	Level 3	9/30/2025
Investments by Fair Value Level				
Short Term Investments	$ 1,783,915	$	$	$ 1,783,915
Debt Securities & Bond Mutual Funds:				
Corporate Bonds		31,049,391		31,049,391
Bond Mutual Funds	8,898			8,898
Total Debt Securities & Bond Mutual Funds	8,898	31,049,391	-	31,058,289
Convertible Corporate Bonds		11,119,443		11,119,443
Stock Mutual Funds		15,073,146	11,955,756	27,028,902
Mortgage Backed Securities:				
Mortgage Backed Securities	36,156	9,668,068		9,704,224
Real Estate Investment Trust			4,036,901	4,036,901
Total Mortgage Baked Securities	36,156	9,668,068	4,036,901	13,741,125
Domestic Stocks	39,131,794			39,131,794
Commingled Trust Fund	8,589,142			8,589,142
Preferred Stocks	1,131,578			1,131,578
Foreign Stocks	2,635,329			2,635,329
Total Investments measured at fair value	$ 53,316,812	$ 66,910,048	$ 4,036,901	$ 136,219,517

Short term investments, bond mutual funds, debt securities, commingled trust fund, and equity securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Debt securities, convertible corporate bonds, and mortgage-backed securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

Mutual funds and mortgage-backed classified in Level 3 are valued using valuation methodologies including pricing models and discounted cash flow models. Level 3 valuations incorporate subjective judgements and consider assumptions including capitalization rates, discount rates, cash flows and other factors that are not observable in the market.

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

Police Pension Investment	Level 1	Level 2	Level 3	9/30/2025
Investments by Fair Value Level				
Short Term Investments	$ 1,677,170	$	$	$ 1,677,170
Debt Securities & Bond Mutual Funds:				
Corporate Bonds		22,047,196		22,047,196
Total Debt Securities & Bond Mutual Funds	-	22,047,196	-	22,047,196
Mortgage Backed Securities:				
Mortgage Backed Securities		11,665,808		11,665,808
Total Mortgage Baked Securities	-	11,665,808	-	11,665,808
Domestic Stocks	69,285,027			69,285,027
Commingled Trust Fund	23,236,541			23,236,541
Foreign Stocks	16,340,159			16,340,159
Total Investments by Fair Value	$ 110,538,897	$ 33,713,004	$ -	$ 144,251,901

Short term investments, debt securities and equity securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Debt securities and mortgage-backed securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

Bond Mutual Funds and mortgage-backed securities classified in Level 3 are valued using valuation methodologies including pricing models and discounted cash flow models. Level 3 valuations incorporate subjective judgements and consider assumptions including capitalization rates, discount rates, cash flows and other factors that are not observable in the market.

2. Investments

Investments are reported at fair value. The City's investments of $70,000,000 are in certificates of deposits with maturities that range from February 2026 to July 2026 and have a weighted average maturity of one year. In addition to certificates of deposits, the City has $60,000,000 invested in the FLCLASS investment pool. These investments are not subject to level disclosure in the fair value hierarchy.

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

B. Accounts Receivable

1. Unbilled Utility Services

All utility billing is performed on a cyclical basis which gives rise to unbilled gas services at the end of any given period. The City has recorded estimated accounts receivable and the related revenues based on the number of days of unbilled services for each cycle as of the end of the fiscal year.

2. Property Tax Calendar and Revenue Recognition

Escambia County Constitutional Officers perform all appraisals, assessments, and collections of City property taxes as an agent for the City of Pensacola. Property valuations are determined each year as of January 1. All property taxes are levied and become due and payable on November 1. The collection period is from November 1 through March 31, with discounts allowed of 4, 3, 2, and 1 percent for early payment in November through February, respectively. All taxes become delinquent on April 1 in the year following assessment, and tax certificates are sold on all real property with unpaid taxes as of June 1. Property tax revenue recognition occurs during the fiscal year of levy (the year the property tax revenue was intended to finance).

As of November 2001, the City of Pensacola assessed a stormwater fee to provide additional revenue for stormwater management improvements. The fee is billed annually by the Escambia County Property Tax Collector on the November property tax roll with the exception of government-owned property which is billed directly by the City. The stormwater fee is subject to the same collection laws, discounts, and penalties as property taxes. Stormwater revenues are recognized during the fiscal year in which it is billed.

3. Accounts Receivable

Account receivables are shown net of allowances for doubtful accounts as follows:

	Accounts Receivable	Allowance	Net
Governmental activities:			
General Fund	$ 1,536,917	$	$ 1,536,917
Housing Assistance Payments Fund	2,425,160	1,629,502	795,658
Community Maritime Park Management Fund	422,338		422,338
Nonmajor Governmental Funds	181,039		181,039
Internal Service Fund	395,160		395,160
Total governmental activities	$ 4,960,614	$ 1,629,502	$ 3,331,112
Business-type activities:			
Utility Fund	$ 4,551,987	$ 235,141	$ 4,316,846
Sanitation Fund	520,153	69,339	450,814
Port Fund	6,887,924	9,859	6,878,065
Airport Fund	11,562,876		11,562,876
Total business-type activities	$ 23,522,940	$ 314,339	$ 23,208,601

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

The Airport Fund receivables include $9,198,450 due from Triumph related to the expenses incurred for the VT Aerospace project. The Port Fund receivables include $6,305,042 due from Triumph related to the expenses incurred for the American Magic project.

4. Lease Receivables

The City leases land and building space to third parties. As of September 30, 2025, the City's leases receivables were valued at $48,461,471 and the deferred inflow of resources associated with the leases that will be recognized as revenue over the term of the leases were $44,922,744. The lease receivables for Governmental and Business-type Activities at September 30, 2025 were as follows:

Governmental Activities

Land leases – annual lease payments totaling $232,531 plus interest at a rate of 3%, due dates ranging from March 2032 to December 2134.	$18,290,045
Building and office space leases – annual lease payments totaling $206,839 plus interest at a rate of 3%, due dates ranging from January 2026 to July 2069.	1,566,513
Total Governmental Activities Lease Receivables	$19,856,558

Business-type Activities

Land leases – annual lease payments totaling $916,091 plus interest at a rate of 3%, due dates ranging from December 2025 to August 2118.	$22,634,091
Building and office space leases – annual lease payments totaling $965,798 plus interest at a rate of 3%, due dates ranging from December 2025 to July 2038.	5,970,822
Total Business-type Activities Lease Receivables	$ 28,604,913

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

The payments for the lease receivables are expected to be received in the subsequent years as follows:

	Governmental Activities		Business-type Activities	
	Principal	Interest	Principal	Interest
Fiscal Year				
2026	$ 213,224	$ 603,722	$ 1,408,878	$ 838,821
2027	220,411	599,904	1,437,133	797,049
2028	162,745	597,930	1,483,928	755,953
2029	100,560	595,584	1,458,233	709,723
2030	113,311	595,206	1,171,709	672,113
2031-2035	588,142	2,964,439	5,013,009	2,862,214
2036-2040	400,226	2,956,191	3,896,294	2,277,115
2041-2045	408,644	2,958,050	4,974,304	1,639,394
2046-2050	476,829	2,946,413	3,512,815	897,216
2051-2055	559,974	2,916,444	740,084	670,313
2056-2060	712,232	2,860,112	859,768	539,712
2061-2065	892,190	2,763,179	480,774	406,772
2066-2070	793,810	2,628,995	-	373,945
2071-2075	29,286	2,572,131	-	356,789
2076-2080	34,393	2,535,865	-	337,042
2081-2085	37,048	2,467,843	161,604	313,700
2086-2090	38,135	2,367,143	192,822	286,800
2091-2095	195,869	2,224,837	223,997	255,550
2096-2100	1,092,916	2,032,605	260,214	219,246
2101-2105	1,894,590	1,780,627	302,324	177,037
2106-2110	2,405,867	1,458,195	351,209	128,035
2111-2115	2,790,560	1,056,589	407,999	71,109
2116-2120	2,780,777	649,873	267,815	11,594
2121-2125	2,703,410	196,526	-	-
2126-2130	126,549	21,578	-	-
2131-2135	84,860	3,603	-	-
	$ 19,856,558	$ 45,353,586	$ 28,604,913	$ 15,597,242

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

The City has leasing agreements with several air carriers that are regulated by the Federal Aviation Administration, and as such qualify to be treated as a regulated lease in accordance with GASB 87. The leases with the air carriers have specific requirements that are subject to external laws and regulations mandated by Federal Aviation Administration. The City leases land and building space to third parties under these agreements. The building leases expired on September 30, 2022. The expired leases continue under a hold over provision until such time that a new lease is negotiated. The hold over provision allows the City to terminate the lease at any time. Revenues collected under the building leases for fiscal year 2025 totaled $8,343,067. Due to the current hold over provision, expected future minimum lease payments are not included in the schedule below. The land lease range is 30 years with annual lease payments totaling $9,692. As of September 30, 2025, the remaining nominal amount of the revenue that will be recognized as revenue over the lease term associated with these leases amount to $94,497 which is expected to be received for each of the subsequent five years and in five-year increments thereafter as stated below:

Fiscal Year		Business-Type Activities
2026	$	9,692
2027		9,692
2028		9,692
2029		9,692
2030		9,692
2031-3035		46,037
Total	**$**	**94,497**

5. Unavailable/Unearned Revenue

Governmental funds report a deferred inflow of resources in connection with receivables for revenues that are not considered available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not-yet earned. Amounts that are "unavailable" are not reported as a deferred inflow of resources in entity-wide statements. At the end of the current fiscal year, the various components of unavailable revenue and unearned revenue reported in the governmental funds were as follows:

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

	Unavailable	Unearned
General Fund		
Land/ROW receivables	$ 7,947	$
Prepaid lease payments		178,917
Occupational license fees and fines received for subsequent year		714,886
Special Revenue Funds		
HUD - Fraud Recovery	795,658	366
Community Redevelopment Agency receivables	10,250	
CDBG - Housing Rehab Project notes receivable	183,143	
Golf Course receivables	1,500	
Parks Recreation receivables	2,100	
CMP - Use Fee		43,750
CMP receivables		56,792
American Rescue Act Funding		3,263,340
Home Reconstruction Loans	400,915	
Grant request and draws prior to meeting all requirements		5,946,659
	$ 1,401,513	$ 10,204,710

The American Rescue Plan grant does not require the City to hold unspent funds in a separate bank account. The unspent monies are not earned so it is not a component of net position at the fund or government-wide level. Since the terms of the grant require the funds to be expended within a set number of years and unspent funds are not considered restricted assets of the government unit, the City does not consider presentation of the unspent monies as restricted assets necessary as of September 30, 2025.

The Airport Fund includes $31,616,070 in unearned revenue related to an advance on project funding as required by the "Project Development Agreement" which includes $23,334,065 from VTMAE and $8,282,005 from Escambia County. This agreement stipulates the timing and use of the funding for the development of a commercial aircraft maintenance, repair, and overhaul ("MRO") campus at Pensacola International Airport. VTMAE will provide a total of $35,000,000 towards the estimated $210,125,000 project. The unspent funds are not considered earned until funds are expended and therefore are not a component of the Airport's net position.

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

C. Capital Assets

Capital asset activity for governmental activities for the fiscal year ended September 30, 2025 were as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Non-depreciable Assets:				
Land	$ 22,689,323	$ 258,800	$ -	$ 22,948,123
Construction in Progress	13,395,785	14,827,177	(7,828,154)	20,394,808
Total Non-depreciable assets	36,085,108	15,085,977	(7,828,154)	43,342,931
Depreciable Assets:				
Buildings	136,714,377	26,008	-	136,740,385
Improvements	74,486,667	2,348,908	-	76,835,575
Infrastructure	165,721,247	2,848,572	-	168,569,819
Equipment	67,162,538	4,160,873	(1,547,865)	69,775,546
Right-to-use lease equiment	305,697	-	-	305,697
Right-to-use SBITA	1,448,110	-	-	1,448,110
Total Depreciable assets	445,838,636	9,384,361	(1,547,865)	453,675,132
Less accumulated depreciation for:				
Buildings	50,104,183	3,151,963	-	53,256,146
Improvements	35,229,650	2,858,093	-	38,087,743
Infrastructure	79,138,515	7,013,095	-	86,151,610
Equipment	46,992,422	4,618,296	(1,341,091)	50,269,627
Right-to-use lease equipment	211,581	65,688	-	277,269
Right-to-use SBITA	377,717	482,703	-	860,420
Total accumulated depreciation	212,054,068	18,189,838	(1,341,091)	228,902,815
Total depreciable assets net of depreciation	233,784,568	(8,805,477)	(206,774)	224,772,317
Governmental activities net capital assets	**$ 269,869,676**	**$ 6,280,500**	**$ (8,034,928)**	**$ 268,115,248**

The preceding schedule includes capital assets and accumulated depreciation for both governmental funds and the internal services funds. Per GASB 34 requirements, the internal service funds are reported on the entity-wide statements as a governmental activity. In fiscal year 2025, the net book value of assets held by Internal Service Funds is $2,904,620. Total depreciation and amortization expense for governmental activities for fiscal year 2025 is $17,641,447 and $548,391, respectively.

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

Capital asset activity for business-type activities for the fiscal year ended September 30, 2025 were as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Business-type activities:				
Non-Depreciable Assets:				
Land	$ 38,591,984	$	$	$ 38,591,984
Construction in Progress	16,450,905	75,123,561	(1,695,057)	89,879,409
Total Non-depreciable assets	55,042,889	75,123,561	(1,695,057)	128,471,393
Depreciable Assets:				
Buildings	250,230,300	73,717	(86,862)	250,217,155
Improvements	257,595,613	14,613,920	(326,183)	271,883,350
Equipment	53,023,823	3,377,300	(1,600,954)	54,800,169
Right to-use lease land	306,707			306,707
Right to-use SBITA	300,855			300,855
Total Depreciable assets	561,457,298	18,064,937	(2,013,999)	577,508,236
Less accumulated depreciation for:				
Building	118,528,249	8,160,743	(86,862)	126,602,130
Improvements	135,556,119	8,031,818	(247,178)	143,340,759
Equipment	33,926,411	4,012,759	(1,484,123)	36,455,047
Right to-use lease land	59,637	15,963		75,600
Right to-use SBITA	300,855			300,855
Total accumulated depreciation	288,371,271	20,221,283	(1,818,163)	306,774,391
Total depreciable assets net of depreciation	273,086,027	(2,156,346)	(195,836)	270,733,845
Business-type activities net capital assets	$ **328,128,916**	$ **72,967,215**	$ **(1,890,893)**	$ **399,205,238**

Total depreciation and amortization expense for business-type activities for fiscal year 2025 is $20,221,283.

There are two intangible assets reported in the Utility Fund representing the excess of the purchase price paid over the fair market value of assets acquired. In September 1989, the City purchased the Escambia County Utilities Authority's Timberland Natural Gas Distribution and recorded goodwill of $131,646. The intangible asset is amortized on a straight-line basis over an estimated useful life of forty years. In October 2021, the City purchased a portion of Okaloosa Gas District service area and recorded goodwill of $82,250. The intangible asset is amortized on a straight-line basis over an estimated useful life of ten years. The current balance is $64,986 as of September 30, 2025.

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:		
General Government	$	782,426
Public Safety		2,726,010
Physical Environment		1,992,747
Transportation		3,882,422
Economic Environment		60,820
Culture and Recreation		6,184,488
Unallocated Infrastructure		1,657,170
Capital assets held by governmental type internal service funds are charged to the various functions based on their usage		903,755
Total depreciation expense-governmental activities	**$**	**18,189,838**

Infrastructure reported per requirement of GASB 34 is presented as a separate line item instead of a specific function/program.

Business-type activities:		
Gas	$	3,347,170
Sanitation		692,921
Port		1,137,121
Airport		15,044,071
Total depreciation expense- business-type activities	**$**	**20,221,283**

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

D. Interfund Receivables, Payables, and Transfers

Interfund receivables/payables balances as of September 30, 2025, are as follows:

	Due To	Due From	Advance To	Advance From
Governmental activities:				
General Fund	$	$ 1,580,748	$	$
Housing Assistance Fund	44,617			
CMP Management Services Fund	4,366			
Local Option Sales Tax Fund				
Nonmajor Governmental Funds	499,481	187,232		
Internal Service Funds	621,440			
Total Governmental activities	1,169,904	1,767,980	-	-
Business-type activities:				
Utility Fund	403,963	370,000		
Sanitation Fund	133,399			
Port Fund	36,011			
Airport Fund	394,703	-		
Total Business-type activities	968,076	370,000	0	-
Total governmental and business-type activities	$ 2,137,980	$ 2,137,980	$ -	$ -

Internal balances-current reported in the government-wide statement of net position in the amount of $598,076 represents the amounts receivable/payable between government and business-type activities for end of year payroll liabilities, risk management claims and inter-fund transfers.

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NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

For the year ended September 30, 2025, interfund transfers are as follows:

Governmental activities:			
Major Governmental Funds	**Transfer In**	**Transfer Out**	**Purpose**
General Fund	$ 9,588,900		Transfer from Utility Fund
		$ 8,450,019	Transfer to CRA, Golf, Eastside TIF, Westside TIF and Stormwater Captial
Local Option Sales Tax Fund (LOST)		707,967	Transfer to Port and Airport
Nonmajor Governmental Funds			
Local Option Gasoline Tax (LOGT)		1,461,852	Transfer to Local Option Gasoline Tax Debt Service
Community Redevelopment Agency (CRA)	4,365,802		Transfer from General Fund
		3,573,718	Transfer to CRA Debt Service
Golf Course Fund	200,000		Transfer from General Fund
Eastside Tax Increment Financing District	220,194		City's required contribution
		85,310	Transfer to CRA Debt Service
Westside Tax Increment Financing District	929,023		City's required contribution
		267,984	Transfer to CRA Debt Service
CRA Debt Service	3,927,012		Transfer from CRA, Eastside TIF and Westside TIF
Local Option Gas Tax Debt Service Fund	1,461,852		Transfer from LOGT
Stormwater Capital Fund	2,735,000		Transfer from General Fund
Business-type activities:			
Utility Fund		9,588,900	Transfer to General Fund
Port Fund	46,630		Transfer from LOST
Airport Fund	661,337		Transfer from LOST
Total	$ 24,135,750	$ 24,135,750	

Transfers reported in the government-wide statement of activities in the amount of $8,880,933 represent the net amount of transfers between government and business-type activities. Fund financial statements report transfers without eliminations within same type activity and are reported in the schedule above.

The difference between the total of transfers out displayed in the fund financial statements, $24,288,425, and the $24,135,750 shown in the table above is $152,675. This is in relation to fixed assets transferred out of Internal Service Funds.

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

E. Long-term Debt

Individual Bond Issues and Notes Payable

Below are the City's individual long-term debt issues which were outstanding on September 30, 2025:

Governmental activities:

Nonmajor Funds

$14,314,000 Local Option Gas Tax Revenue Bond, Series 2016 was issued for the purpose of financing the cost of the acquisition and construction of capital improvements to the road system of the City of Pensacola and the costs of issuance on the borrowing. The bond has a fixed interest rate of 1.83% commencing December 31, 2016, to and including December 31, 2026, payable each December 31 and June 30 of each year. Principal payments commenced on December 31, 2016, payable December 31 of each year. Debt service payments are secured with Local Option Gasoline Tax revenues. Final maturity of principal occurs on December 31, 2026.	$ 3,016,000
$1,307,000 Eastside Redevelopment Revenue Bond, Series 2017 was issued for the purpose of financing certain community redevelopment capital improvements in the Eastside Neighborhood Redevelopment Area included in the Eastside Neighborhood Plan and the costs of issuance on the borrowing. The bond has a fixed interest rate of 3.33% commencing April 1, 2018, to and including April 1, 2037, payable each April 1 and October 1 of each year. Principal payments commenced on April 1, 2018, payable April 1 of each year. Debt service payments are secured with Tax Increment Financing (TIF) revenues derived from the Eastside Redevelopment Area and in the event that these revenues are insufficient, the Local Business Tax. Final maturity of principal occurs on April 1, 2037.	873,000
$4,082,000 Westside Redevelopment Revenue Bond, Series 2017 was issued for the purpose of financing certain community redevelopment capital improvements in the Westside Neighborhood Redevelopment Area included in the Westside Neighborhood Plan and the costs of issuance on the borrowing. The bond has a fixed interest rate of 3.33% commencing April 1, 2018, to and including April 1, 2037, payable each April 1 and October 1 of each year. Principal payments commenced on April 1, 2018, payable April 1 of each year. Debt service payments are secured with Tax Increment Financing (TIF) revenues derived from the Westside Redevelopment Area and in the event that these revenues are insufficient, the Local Business Tax. Final maturity of principal occurs on April 1, 2037.	2,727,000

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

$8,000,000 Urban Core Redevelopment Revenue Bond, Series 2017 was issued for the purpose of financing certain community redevelopment capital improvements in the Urban Core Redevelopment Area included in the Urban Core Community Redevelopment Plan and the costs of issuance on the borrowing. The bond has a fixed interest rate of 3.60% commencing April 1, 2018, to and including April 1, 2040, payable each April 1 and October 1 of each year. Principal payments commenced on April 1, 2018, payable April 1 of each year. Debt service payments are secured with Tax Increment Financing (TIF) revenues derived from the Urban Core Redevelopment Area and in the event that these revenues are insufficient, a covenant to budget and appropriate non-ad valorem revenues of the City. Final maturity of principal occurs on April 1, 2040.	6,845,000
$25,000,000 Infrastructure Sales Surtax Revenue Bond, Series 2017 was issued for the purpose of financing the cost of acquisition, construction renovation and equipping of additions, extensions, and improvements to facilities and general infrastructure of the City of Pensacola and the costs of issuance on the borrowing. The bond has a fixed interest rate of 2.15% commencing April 1, 2018, to and including October 1, 2028, payable each October 1 and April 1 of each year. Principal payments commenced on October 1, 2018, payable October 1 of each year. Debt service payments are secured with Infrastructure Sales Surtax revenues. Final maturity of principal occurs on October 1, 2028.	9,811,000
$58,140,000 Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019 was issued for the purpose of refunding the outstanding principal balance of the Redevelopment Revenue Bonds, Series 2009B, as well as financing certain community redevelopment capital improvements in the Urban Core Redevelopment Area included in the Urban Core Community Redevelopment Plan and the costs of issuance on the borrowing. The bond has a fixed interest rate of 3.40% commencing October 1, 2019, to and including December 31, 2043, payable each April 1 and October 1 of each year. Principal payments commenced on April 1, 2021, payable April 1 of each year. Debt service payments are secured with Tax Increment Financing (TIF) revenues derived from the Urban Core Redevelopment Area and in the event that these revenues are insufficient, a covenant to budget and appropriate non-ad valorem revenues of the City. Final maturity of principal occurs on December 31, 2043.	50,296,587
Total Governmental Activities	$ 73,568,587

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

Business-type Activities:

Utility Enterprise

$15,000,000 Gas System Revenue Note, Series 2016 was issued for the primary purpose of financing and/or reimbursing the cost of the design, permitting, acquisition, construction, rehabilitation and equipping of certain capital improvements to the system. The note has a fixed interest rate of 1.97% with annual principal installments beginning October 1, 2017. Debt service payments are secured with Net Revenues of the Utility System. Final maturity of principal occurs on October 1, 2026.	$ 4,003,000
Total Utility Enterprise	$ 4,003,000

Airport Enterprise

$12,465,000 Airport Refunding Revenue Note, Series 2015 refunded the outstanding principal of the Airport Refunding Revenue Bonds (Non-AMT), Series 2005A. Note has a fixed interest rate of 2.55% commencing April 1, 2016, to and including October 1, 2027, payable each April 1 and October 1 of each year. Principal payments commenced on October 1, 2016, payable October 1 of each year. Debt service payments are secured with Net Revenues of the Airport. Final maturity of principal occurs on October 1, 2027.	$ 3,475,000
$6,300,000 Airport Refunding Revenue Note, Series 2017 refunded the outstanding principal of the Airport Revenue Bonds, Series 2012. Note has a fixed interest rate of 2.51% commencing April 1, 2018, to and including October 1, 2027, payable each April 1 and October 1 of each year. Principal payments commenced on October 1, 2018, payable October 1 of each year. Debt service payments are secured with Net Revenues of the Airport. Final maturity of principal occurs on October 1, 2027.	2,120,000
$29,678,000 Airport Refunding Revenue Note, Series 2018 refunded the outstanding principal of the Airport Revenue Bonds, Series 2008. Note has a fixed rate of 3.93% commencing October 1, 2018 percent to and including October 1, 2038, payable each April 1 and October 1 of each year. Principal payments commenced on October 1, 2018, payable October 1 of each year. Debt service payments are secured with Net Revenues of the Airport and is further secured by certain PFC revenues, to the extent that such PFC revenues are deposited into the bond fund. Final maturity of principal occurs on October 1, 2038.	22,776,000
Total Airport Enterprise	28,371,000
Total Business-type Activities	$ 32,374,000

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

Changes in Long-Term Liabilities

Following is a summary of changes in the long-term liabilities for the City as well as the material liabilities for the City's component unit year ended September 30, 2025:

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
Governmental Activities					
Due to other governments	$ 3,900,000	$	$ (1,300,000)	$ 2,600,000	$ 1,300,000
Claims and judgements	3,618,996	2,107,689	(1,925,599)	3,801,086	2,265,943
Compensated absences	6,217,637	167,710		6,385,347	129,273
Bonds/Notes payable	79,423,568		(5,854,981)	73,568,587	5,989,901
Lease payable	95,044		(66,671)	28,373	28,373
SBITA payable	903,611		(469,707)	433,904	433,904
Total OPEB liability	8,300,202	886,145	(3,293,758)	5,892,589	286,542
Net Pension liability	103,704,108	44,859,534	(82,279,889)	66,283,753	
Governmental activity long term liabilities	$ 206,163,166	$ 48,021,078	$ (95,190,605)	$ 158,993,639	$ 10,433,936
Business-type activities					
Compensated absences	$ 2,326,155	$ 256,762	$	$ 2,582,917	$ 36,900
Bonds/Notes payable	37,279,000		(4,905,000)	32,374,000	5,051,000
Lease payable	279,034		(12,083)	266,951	12,955
Total OPEB liability	3,178,994	344,612	(1,245,597)	2,278,009	107,295
Net Pension liability	27,050,687	11,924,686	(21,143,813)	17,831,560	
Business-type activity long term liabilities	$ 70,113,870	$ 12,526,060	$ (27,306,493)	$ 55,333,437	$ 5,208,150

Note- Change in compensated absences liability is presented as net change

The City's outstanding bonds payable and notes payable do not contain any significant events of default with finance-related consequences, termination events with finance-related consequences, or subjective acceleration clauses.

Due to other governments includes an Interlocal agreement between the City of Pensacola and the Emerald Coast Utilities Authority (ECUA) which committed the City to contribute to the Main Street Wastewater Treatment Plant Replacement Project (the Project). The City committed $19.5 million for the project and agreed to budget and appropriate water and sewer franchise fees and the beverage license tax revenues. For accounting purposes, this is a voluntary non-exchange transaction. In December 2012, ECUA provided documentation which showed all eligibility criteria had been met as of September 30, 2012. Therefore, the long-term liability and expenditure were recorded in the City's government-wide financial statements. Since the long-term liability is not due and payable in the current period it is not recorded in the fund financial statements. Related to this transaction, the City entered in an agreement with the Community Redevelopment Agency (CRA) wherein the annual installments to ECUA will be paid from CRA revenues and any shortfall paid by the City will be reimbursed.

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

Compensated absences are estimated at year end only. In addition, for the governmental activities, claims and judgments are liquidated by the insurance retention fund and compensated absences are liquidated primarily by the general fund.

Other Postemployment Benefits (OPEB) were calculated by an independent consultant which provided an actuarial valuation of post-employment benefits as required by GASB 75, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions.*

Pension liability was calculated by an independent consultant which provided an actuarial valuation of pension benefits as required by GASB 67, *Financial Reporting for Pension Plans,* and GASB 68, *Accounting and Financial Reporting for Pensions*. Net pension liability is liquidated primarily by the general fund.

Summary of Debt Service Requirements to Maturity

Annual debt service requirements to maturity for the City's long-term bonds and notes as well as the material long-term bonds and notes for the City's component unit are as shown on the next page; includes both fixed and variable interest rate bonds/notes:

Governmental Long-Term Debt

Fiscal Year Ending September 30,	Principal	Interest	Total Principal and Interest
2026	$ 5,989,901	$ 2,203,375	$ 8,193,276
2027	6,135,210	2,054,121	8,189,331
2028	5,143,969	1,915,182	7,059,151
2029	5,280,991	1,776,159	7,057,150
2030	2,833,514	1,661,085	4,494,599
2031-2035	15,584,606	6,887,570	22,472,176
2036-2040	17,090,732	4,269,302	21,360,034
2041-2044	15,509,664	1,307,192	16,816,856
Total	73,568,587	22,073,986	95,642,573
Less: Current	(5,989,901)	-	(5,989,901)
Total government debt	$ 67,578,686	$ 22,073,986	$ 89,652,672

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

Business-Type Activities Long-Term Debt

Fiscal Year Ending September 30,	Principal	Interest	Total Principal and Interest
2026	$ 5,051,000	$ 1,048,612	$ 6,099,612
2027	5,190,000	912,276	6,102,276
2028	3,267,000	792,271	4,059,271
2029	1,403,000	713,865	2,116,865
2030	1,456,000	657,686	2,113,686
2031-2035	8,202,000	2,364,170	10,566,170
2036-2039	7,805,000	627,955	8,432,955
Total	32,374,000	7,116,835	39,490,835
Less: Current	(5,051,000)	-	(5,051,000)
Total business-type debt	$ 27,323,000	$ 7,116,835	$ 34,439,835

Debt Restriction

There are a number of limitations and restrictions contained in the various bond indentures. The City is in compliance with all significant limitations and restrictions. The City has no legal debt margin.

Revenues Pledged for Debt Repayment

The City has pledged future Tax Increment Revenues derived from the Urban Core Redevelopment Area to repay $6,715,000 in Bonds issued in 2009, $8,000,000 in Bonds issued in 2017 and a $58,140,000 Bond issued in 2019. Proceeds of the 2009 bonds provided financing for the construction of a Community Maritime Park. Proceeds from the 2019 bond provided financing to refund $38,925,000 in outstanding 2009 bonds. Proceeds of the 2017 bond and remaining proceeds from the 2019 bond provided financing for certain community redevelopment capital improvements in the Urban Core Community Redevelopment Area included in the Urban Core Community Redevelopment Area Plan. The bonds are secured by Tax Increment Revenues derived from the Urban Core Redevelopment Area, and with respect to the Series 2009B Bonds Federal Direct Payments, and in the event that these revenues are insufficient a Covenant to Budget and Appropriate and are payable through 2043. Principal and interest paid for the current year on the 2017 bond was $304,800 and the 2019 bonds was $3,433,742 and Tax Increment Revenues for the current year were $11,728,756.

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

The City has pledged future Tax Increment Revenues derived from the Eastside Redevelopment Area to repay a $1,307,000 Bond issued in 2017. Proceeds of the bond provided financing for certain community redevelopment capital improvements in the Eastside Neighborhood Redevelopment Area included in the Eastside Neighborhood Plan. The bond is secured by Tax Increment Revenues derived from the Eastside Redevelopment Area and in the event that these revenues are insufficient, the Local Business Tax and are payable through 2037. Principal and interest paid for the current year were $89,002 and Tax Increment Revenues for the current year were $559,841.

The City has pledged future Tax Increment Revenues derived from the Westside Redevelopment Area to repay a $4,082,000 Bond issued in 2017. Proceeds of the bond will provide financing for certain community redevelopment capital improvements in the Westside Neighborhood Redevelopment Area included in the Westside Neighborhood Plan. The bond is secured by Tax Increment Revenues derived from the Westside Redevelopment Area and in the event that these revenues are insufficient, the Local Business Tax, and are payable through 2037. Principal and interest paid for the current year were $279,903 and Tax Increment Revenues for the current year were $2,362,030.

The City has pledged future Infrastructure Sales Tax to repay $25,000,000 in a Bond issued in 2017. Proceeds from the 2017 bond were used to finance the cost of acquisition, construction renovation and equipping of additions, extensions, and improvements to facilities and general infrastructure of the City of Pensacola. Debt service payments are secured with the Infrastructure Sales Tax revenues and are payable through 2028. Principal and interest paid for the current year on the 2017 bond was $2,560,930 and Infrastructure Sales Tax revenues for the current year were $12,435,316.

The City has pledged future Local Option Gasoline Tax (LOGT) revenues to repay $14,314,000 in a Bond issued in 2016. Proceeds of the bond was used to finance the cost of the acquisition and construction of capital improvements to the road system of the City of Pensacola and the costs of issuance on the borrowing. Debt service payments are secured with the LOGT revenues through 2026. In the event that LOGT is insufficient to pay debt service, the loan is furthered secured by a covenant to budget and appropriate from the City's non-ad valorem revenues. Principal and interest paid for the current year were $1,535,617 and LOGT revenues for the current year were $1,427,119. Local Option Gasoline Tax revenues along with funds available in the Local Option Gas Tax Debt Service Fund are sufficient to make annual debt service payments.

The City has pledged future Net Revenues of the Utility System to repay $20,000,000 in Notes issued in 2011 and 2016. Proceeds of the notes were used to provide financing for the construction of and rehabilitation of capital improvements to the gas system. Debt service payments are secured with the Net Revenues of the Utility System through 2026. Principal and interest paid (cash basis) for the current year were $2,040,998 and net revenues for the current year were $2,200,124.

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

The City has pledged future Net Revenues of the Airport to repay $48,443,000 in Bonds and Notes issued between 2015 through 2018. Proceeds of the bonds were used to finance the acquisition, construction and rehabilitation improvements to the Airport Facilities as well as refinance its Airport Revenue Refunding Bond, Series 2005A, Airport Improvement Revenue Bonds, Series 2008 and Airport Revenue Bonds, Series 2012. Debt service payments are secured with the Net Revenues of the Airport through 2038. Principal and interest paid (cash basis) for the current year were $2,327,677 and net revenues for the current year were $11,484,206. Net Revenues excludes CFC revenues of $3,709,308 pledged towards the Airport Taxable Customer Facility Charge Revenue Note, Series 2008 and operating expenses of $1,152,450.

The City has pledged future Passenger Facility Charge (PFC) revenue (to the extent they are deposited into the Bond Fund) of the Airport to refinance its Airport Revenue Bonds, Series 2008. Proceeds of the bonds were used to finance acquisition, construction, and rehabilitation improvements to the Airport Facilities. Debt service payments are secured with the Passenger Facility Charge (PFC) revenue to the extent they are deposited into the Bond Fund through 2038. Principal and interest paid (cash basis) for the current year were $1,717,171 and net revenues for the current year were $6,005,680.

Direct Borrowings, Direct Placements and Lines of Credit

The City has no direct borrowings, direct placements, or unused lines of credit.

Leases Payable

The City is a lessee for noncancellable leases of land and equipment. At September 30, 2025, the City's lease payable of $295,324 was composed of the following:

Governmental Activities

Equipment leases – annual lease payments total $68,609; due date March 2026. This amount includes interest at a rate of 3%.	$28,373
Total Governmental Activities Lease Payable	$28,373

Business-type Activities

Land leases – annual lease payments total $20,297; due dates ranging from September 2032 to April 2074. This amount includes interest at a rate of 3%.	$266,951
Total Business-type Activities Lease Payable	$266,951

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

The future principal and interest lease payments as of September 30, 2025 were as follows:

	Governmental Activities		Business-type Activities	
	Principal	Interest	Principal	Interest
Fiscal Year				
2026	$ 28,373	$ 160	$ 12,955	$ 7,828
2027	-	-	13,866	7,426
2028	-	-	14,799	7,016
2029	-	-	15,812	6,537
2030	-	-	16,851	6,048
2031-2035	-	-	60,759	23,533
2036-2040	-	-	52,014	16,075
2041-2045	-	-	67,910	7,089
2046-2050	-	-	7,074	838
2051-2055	-	-	800	689
2056-2060	-	-	929	558
2061-2065	-	-	1,080	405
2066-2070	-	-	1,254	228
2071-2074	-	-	848	40
	$ 28,373	$ 160	$ 266,951	$ 84,311

SBITA Payable

The City has subscription-based information technology arrangements. At September 30, 2025, The City's SBITA payable of $433,904 was composed of the following:

Governmental Activities

Annual subscription payments total $497,264; due dates ranging from September 2026 to December 2026. This amount includes interest at a rate of 3%.	$433,904
Total Governmental Activities SBITA Payable	$433,904

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

The future principal and interest SBITA payments as of September 30, 2025 were as follows:

	Governmental Activities	
	Principal	Interest
Fiscal Year		
2026	433,904	3,400
	$ 433,904	$ 3,400

Florida Ports Finance Commission Agreement

Florida Ports Financing Commission Revenue Bonds, Series 1999 – On July 17, 1996, the Florida Ports Financing Commission (the "Commission") was created pursuant to Section 320.20(3) and Chapter 163, Part I, Florida Statutes through an Interlocal Agreement among Canaveral Port Authority, Jacksonville Port Authority and Panama City Port Authority. The Commission's purpose is to provide a cost-effective means of financing various capital projects for the State of Florida's ports by issuing bonds and transferring the proceeds thereof to the individual ports. The Commission and SunTrust Bank, Central Florida, National Association, Orlando, Florida (the "Trustee") entered into an Indenture of Trust, dated September 1, 1999 (the "Indenture"), which authorized the issuance of $153,115,000 Florida Ports Financing Commission Revenue Bonds (State Transportation Trust Fund), Series 1999 (the Bonds"). The Bonds were refunded in 2011 with principal and interest payments through October 1, 2029.

On October 14, 1999, the Bonds were issued to provide funds to finance the costs of acquiring and constructing capital projects undertaken by 10 ports located in the State of Florida (the "Ports"), including the City. The amount allocated to the City was not to exceed $3,000,000, which was available for approved expenditures. The Commission loaned the proceeds of the Bonds (the "Loans") to the Ports pursuant to separate loan agreements (the "Loan Agreements") entered into between each of the Ports individually and the Commission.

The Loan Agreement entered into by the City provides that the City will repay its Loan solely from monies due from the State Transportation Trust Funds. Pursuant to Section 320.20(4), Florida Statutes, $15,000,000 of the revenues received by the State of Florida from motor vehicle registration fees is to be deposited annually in the State Transportation Trust Fund for funding Projects (the "State Monies"). Basic Payments under the Loan Agreement are payable solely from monies on deposit in the State Transportation Trust Fund. The Department of Transportation and the Commission entered into a Master Agreement pursuant to which the Department of Transportation agrees to transfer the State Monies annually into an escrow account held by the State Department of Insurance, Division of Treasury, on behalf of the Trustee which may be drawn upon by the Trustee in order to pay the debt service on the Bonds as the same becomes due. The City has assigned all of its right, title and interest to the monies allocated to the City from State Monies to the Trustee on behalf of the Commission, to pay its portion of debt service on the Bonds.

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

In addition to the Basic Payments, the City agreed to pay on demand of the Commission or the Trustee additional payments constituting (a) its proportionate share of certain ongoing fees, costs and expenses related to the financing program, (b) all reasonable fees and expenses of the Commission and the administrator of the financing program, (c) its proportionate share of rebate obligations relating to the Bonds pursuant to Section 149 of the Internal Revenue Code of 1986, and (d) any unallowable costs required to be repaid by the Borrower under the Loan Agreement (the "Additional Payments"). The City has agreed to pay from legally available non-ad valorem revenues of its Port facilities (the "Port Revenues") sufficient monies to make such Additional Payments. Such agreement is applicable solely to the Additional Payments and does not cover the Basic Payments.

The Bonds do not create nor constitute an obligation or debt of the State of Florida or any political subdivision thereof or any public corporation, port or governmental agency existing under the laws of the State of Florida other than the Commission. The Bonds do not constitute the giving, pledging or loan of the faith and credit of the State of Florida or any political subdivision thereof or any public corporation, port or governmental agency existing under the laws of the State of Florida. The Bonds are payable solely from State Monies as the Basic Payments of the Borrowers.

The financing program of the Commission described above is in substance a grant program, inasmuch as all debt service payments on the Bonds are payable solely from monies in the State Transportation Trust Fund. The program was structured with Loan Agreements in order to satisfy certain legal requirements. Bondholders have no recourse to the Borrowers, including the City, for payment of the principal and interest on the Bonds.

The City has not recorded a liability for the loan since it does not have any obligation except for monies due it from the State Transportation Trust Fund. As discussed above, all of such monies have been assigned to the Trustee to pay the debt. Except to the extent the City is obligated to pay Additional Payments from the Port Revenues, the City has no other obligation on the debt and no other monies of the Authority have been pledged or are obligated for payment of the debt. As expenditures were incurred for the approved projects, the City recorded a receivable from the Commission for 50% of qualified amounts and recorded the amount to be reimbursed as contributed capital. Monies not expended on approved projects by individual ports (excess project funds) are returned to the funding pool and reallocated. The amount expended by the City in excess of the allocated $2.7 million was made possible through the excess funding reallocation program. The bond proceeds have since been fully expended by the ports to which they were allocated. The City has incurred in total $3,904,251 of eligible expenditures.

On January 12, 2021, the Commission agreed to issue Florida Ports Financing Commission Refunding Revenue Bonds, Series 2021 in order to refinance the Series 2011 Bonds with principal and interest payments through October 1, 2029. The City of Pensacola received an additional allocation of $1,081,712 from the savings that were realized and deposited into the State of Florida's Seaport Grant Program.

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

F. Fund Balance Disclosure

Fund Balance information is used to identify the available resources to repay long-term debt, reduce property taxes, add new governmental programs, expand existing ones, or enhance the financial position of the City, in accordance with policies established by the City Council. In accordance with Governmental Accounting and Financial Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions,* the City classifies fund balance as follows.

Non-Spendable Fund Balance – Amounts that are not in a spendable form or are required to be maintained intact (such as inventory or prepaids).

Restricted Fund Balance – Amounts that can be spent only for the specific purposes stipulated by external resource providers (such as grantors) or enabling legislation. Restrictions may be changed or lifted only with the consent of the resource providers.

Committed Fund Balance – Amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. Commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint originally. An Ordinance adopted by Council establishes a fund balance commitment.

Assigned Fund Balance – Amounts the City intends to use for a specific purpose. The City Council via resolution or the Mayor, as authorized by City Council Policy (enacted through resolution), establishes fund balance assignments.

Unassigned Fund Balance – The residual classification for the General Fund and includes amounts that are not contained in the other classifications. Unassigned amounts are the portion of fund balance which is not obligated or specifically designated and is available for any purpose. The general fund is the only fund that reports a positive unassigned balance amount.

For classification of fund balance 1) when expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, restricted fund balance is considered to have been spent first 2) when expenditures are incurred for purposes for which amounts in any of unrestricted fund balance classifications can be used, committed amounts should be reduced first, followed by assigned amounts and then unassigned amounts.

In June 2010, the City Council approved Resolution No. 31-10 which established the Fund Balance Policy of Governmental Funds as well as committed the Council Reserves Fund Balance in the General Fund. On September 25, 2014, the City Council approved the same Council Reserve Policy by Ordinance, amending chapter 3-1 of the Code of the City of Pensacola, Florida, creating section 3-1-13.

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

On March 9, 2017, City Council amended chapter 3-1-13 of the Code of the City of Pensacola, Florida, increasing the minimum reserve from 15 percent to 20 percent.

The Council Reserve, which is required to be a minimum of 20 percent of the General Fund beginning adopted appropriations, is reported as committed fund balance in the General Fund. The Council Reserve shall not be used until current year revenues decrease by 5 percent or more of the total adopted beginning estimated revenues, including transfers and all efforts have been exhausted to fund unanticipated needs and/or emergencies, such as implementing a modified hiring freeze and expenditure reductions. Upon determination of the need, the Mayor may initiate use of the reserves through written communication to the City Council, explaining the nature of the emergency with approval by a two-thirds vote of City Council. Proceeds from the sale of City (general government) owned surplus real property, specifically approved by City Council for such purpose, and any other funds identified in the annual budget (and amendments thereto) will be used to increase the reserve. Interest earnings will be applied on the reserve balance each fiscal year.

The City does not have a formal minimum fund balance policy for unassigned fund balance. A schedule of City fund balances is provided in the following pages.

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NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

	Major Funds			
	General Fund	Housing Assistance Payments	CMP Management Services Fund	Local Option Sales Tax Fund
Fund Balance				
Non-spendable				
Inventories	$	$	$	$
Prepaids and Deposits	406,922	7,831	97,985	
Subtotal non-spendable fund balance	406,922	7,831	97,985	-
Restricted				
Parking				
Redevelopment Rev Bond(s) debt payments				
Local Option Gas Tax debt payments				
Stormwater projects				
Section 8 program administrative		2,010,690		
Natural disaster projects				
General government	434,247			
Transportation	268,420			
Economic Environment				
Physical Environment				
Saenger capital	875,654			
Public safety	464,840			
Community development projects				
Culture and recreation	26,236		954,694	
Tree landscape	26,292			
Building inspections				
Local Option Sales Tax debt payment				2,480,468
Local Options Sales Tax projects				10,427,828
Subtotal restricted fund balance	2,095,689	2,010,690	954,694	12,908,296
Committed				
Council Reserve	16,139,820			
Tree landscape	638,289			
Park purchases	71,444			
Stormwater projects				
Subtotal committed fund balance	16,849,553	-	-	-
Assigned				
General government	5,685,595			
Demolition	580,122			
Lien amnesty	28,269			
Housing Initiatives Fund	476,912			
Inner City Housing Initiatives				
Parking				
Community development projects				
Natural disaster projects	746,040			
Culture and recreation			1,066,738	
Physical Environment				
Subtotal assigned fund balance	7,516,938	-	1,066,738	-
Unassigned	1,376,261			
Total Fund Balance	$ 28,245,363	$ 2,018,521	$ 2,119,417	$ 12,908,296

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

	Nonmajor Funds			
	Special Revenue Funds			
	Special Grants	Local Option Gasoline Tax	Community Development Block Grant	Community Redevelopment Agency
Fund Balance				
Non-spendable				
Inventories	$	$	$	$
Prepaids and Deposits				5,214
Subtotal non-spendable fund balance	-	-	-	5,214
Restricted				
Parking				
Redevelopment Rev Bond(s) debt payments				
Local Option Gas Tax debt payments				
Stormwater projects				
Section 8 program administrative				
Natural disaster projects				
General government				
Transportation		3,966,034		
Economic Environment	513,771			
Physical Environment	4,868,279			
Saenger capital				
Public safety				
Community development projects				9,129,121
Culture and recreation	946,686			
Tree landscape				
Building inspections				
Local Option Sales Tax debt payment				
Local Options Sales Tax projects				
Subtotal restricted fund balance	6,328,736	3,966,034	-	9,129,121
Committed				
Council Reserve				
Tree landscape				
Park purchases				
Stormwater projects				
Subtotal committed fund balance	-	-	-	-
Assigned				
General government				
Demolition				
Lien amnesty				
Housing Initiatives Fund				
Inner City Housing Initiatives				
Parking				
Community development projects				4,298,136
Natural disaster projects				
Culture and recreation				
Physical Environment				
Subtotal assigned fund balance	-	-	-	4,298,136
Unassigned	(6,116,925)		(21,403)	
Total Fund Balance	$ 211,811	$ 3,966,034	$ (21,403)	$ 13,432,471

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

	Nonmajor Funds			
	Special Revenue Funds			
	Stormwater Utility Fund	Pakring Fund	Code Enforcement	Law Enforcement Trust
Fund Balance				
Non-spendable				
Inventories	$	$	$	$
Prepaids and Deposits	9,885	1,867	2,670	
Subtotal non-spendable fund balance	9,885	1,867	2,670	-
Restricted				
Parking		103,665		
Redevelopment Rev Bond(s) debt payments				
Local Option Gas Tax debt payments				
Stormwater projects	147,994			
Section 8 program administrative				
Natural disaster projects				
General government				
Transportation				
Economic Environment				
Physical Environment				
Saenger capital				
Public safety				504,505
Community development projects				
Culture and recreation				
Tree landscape				
Building inspections				
Local Option Sales Tax debt payment				
Local Options Sales Tax projects				
Subtotal restricted fund balance	147,994	103,665	-	504,505
Committed				
Council Reserve				
Tree landscape				
Park purchases				
Stormwater projects	1,181,121			
Subtotal committed fund balance	1,181,121	-	-	-
Assigned				
General government				
Demolition				
Lien amnesty				
Housing Initiatives Fund				
Inner City Housing Initiatives				
Parking		1,737,586		
Community development projects				
Natural disaster projects				
Culture and recreation				
Physical Environment			1,812,262	
Subtotal assigned fund balance	-	1,737,586	1,812,262	-
Unassigned				
Total Fund Balance	$ 1,339,000	$ 1,843,118	$ 1,814,932	$ 504,505

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

	Nonmajor Funds			
	Special Revenue Funds			
	Natural Disaster Fund	Golf Course Fund	Eastside Tax Increment Financing District	Inspections Fund
Fund Balance				
Non-spendable				
Inventories	$	$ 6,659	$	$
Prepaids and Deposits		21,031		
Subtotal non-spendable fund balance	-	27,690	-	-
Restricted				
Parking				
Redevelopment Rev Bond(s) debt payments				
Local Option Gas Tax debt payments				
Stormwater projects				
Section 8 program administrative				
Natural disaster projects	1,114,967			
General government				
Transportation				
Economic Environment				
Physical Environment				
Saenger capital				
Public safety				
Community development projects			825,512	
Culture and recreation		4,586		
Tree landscape				
Building inspections				2,075,358
Local Option Sales Tax debt payment				
Local Options Sales Tax projects				
Subtotal restricted fund balance	1,114,967	4,586	825,512	2,075,358
Committed				
Council Reserve				
Tree landscape				
Park purchases				
Stormwater projects				
Subtotal committed fund balance	-	-	-	-
Assigned				
General government				
Demolition				
Lien amnesty				
Housing Initiatives Fund				
Inner City Housing Initiatives				
Parking				
Community development projects				
Natural disaster projects	1,770,066			
Culture and recreation		399,702		
Physical Environment				
Subtotal assigned fund balance	1,770,066	399,702	-	-
Unassigned				
Total Fund Balance	$ 2,885,033	$ 431,978	$ 825,512	$ 2,075,358

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

	Nonmajor Funds			
	Special Revenue Funds			
	Westside Tax Increment Financing District	Recreation Fund	Tennis Fund	American Rescue Plan Act
Fund Balance				
Non-spendable				
Inventories	$	$	$	$
Prepaids and Deposits		1,868	9,355	
Subtotal non-spendable fund balance	-	1,868	9,355	-
Restricted				
Parking				
Redevelopment Rev Bond(s) debt payments				
Local Option Gas Tax debt payments				
Stormwater projects				
Section 8 program administrative				
Natural disaster projects				
General government				
Transportation				
Economic Environment				
Physical Environment				
Saenger capital				
Public safety				
Community development projects	3,703,469			
Culture and recreation				
Tree landscape				
Building inspections				
Local Option Sales Tax debt payment				
Local Options Sales Tax projects				
Subtotal restricted fund balance	3,703,469	-	-	-
Committed				
Council Reserve				
Tree landscape				
Park purchases				
Stormwater projects				
Subtotal committed fund balance	-	-	-	-
Assigned				
General government				
Demolition				
Lien amnesty				
Housing Initiatives Fund				
Inner City Housing Initiatives				
Parking				
Community development projects				
Natural disaster projects				
Culture and recreation		917,631	176,039	
Physical Environment				
Subtotal assigned fund balance	-	917,631	176,039	-
Unassigned				
Total Fund Balance	$ 3,703,469	$ 919,499	$ 185,394	$ -

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

	Nonmajor Funds			
	Debt Service Fund		Capital Projects Funds	
	CRA Debt Service	Local Option Gasoline Tax Debt Service	CRA 2017 Project Fund	CRA 2019 Project Fund
Fund Balance				
Non-spendable				
Inventories	$	$	$	$
Prepaids and Deposits				
Subtotal non-spendable fund balance	-	-	-	-
Restricted				
Parking				
Redevelopment Rev Bond(s) debt payments	4,097,348			
Local Option Gas Tax debt payments		1,522,987		
Stormwater projects				
Section 8 program administrative				
Natural disaster projects				
General government				
Transportation				
Economic Environment				
Physical Environment				
Saenger capital				
Public safety				
Community development projects			3,555,461	4,654,895
Culture and recreation				
Tree landscape				
Building inspections				
Local Option Sales Tax debt payment				
Local Options Sales Tax projects				
Subtotal restricted fund balance	4,097,348	1,522,987	3,555,461	4,654,895
Committed				
Council Reserve				
Tree landscape				
Park purchases				
Stormwater projects				
Subtotal committed fund balance	-	-	-	-
Assigned				
General government				
Demolition				
Lien amnesty				
Housing Initiatives Fund				
Inner City Housing Initiatives				
Parking				
Community development projects				
Natural disaster projects				
Culture and recreation				
Physical Environment				
Subtotal assigned fund balance	-	-	-	-
Unassigned				
Total Fund Balance	$ 4,097,348	$ 1,522,987	$ 3,555,461	$ 4,654,895

NOTE II. - DETAIL NOTES ON ALL FUNDS (Continued)

	Nonmajor Funds	
	Capital Projects Funds	
	Stormwater Capital	Total All Funds
Fund Balance		
Non-spendable		
Inventories	$	6,659
Prepaids and Deposits		564,628
Subtotal non-spendable fund balance	-	571,287
Restricted		
Parking		103,665
Redevelopment Rev Bond(s) debt payments		4,097,348
Local Option Gas Tax debt payments		1,522,987
Stormwater projects	2,146,130	2,294,124
Section 8 program administrative		2,010,690
Natural disaster projects		1,114,967
General government		434,247
Transportation		4,234,454
Economic Environment		513,771
Physical Environment		4,868,279
Saenger capital		875,654
Public safety		969,345
Community development projects		21,868,458
Culture and recreation		1,932,202
Tree landscape		26,292
Building inspections		2,075,358
Local Option Sales Tax debt payment		2,480,468
Local Options Sales Tax projects		10,427,828
Subtotal restricted fund balance	2,146,130	61,850,137
Committed		
Council Reserve		16,139,820
Tree landscape		638,289
Park purchases		71,444
Stormwater projects	4,750,323	5,931,444
Subtotal committed fund balance	4,750,323	22,780,997
Assigned		
General government		5,685,595
Demolition		580,122
Lien amnesty		28,269
Housing Initiatives Fund		476,912
Inner City Housing Initiatives		-
Parking		1,737,586
Community development projects		4,298,136
Natural disaster projects		2,516,106
Culture and recreation		2,560,110
Physical Environment		1,812,262
Subtotal assigned fund balance	-	19,695,098
Unassigned		(4,762,067)
Total Fund Balance	$ 6,896,453	$ 100,135,452

NOTE III. – OTHER INFORMATION

A. Risk Management

The City is self-insured with respect to general, auto liability, and workers' compensation claims. An excess liability policy for workers' compensation has been purchased. In any given fiscal year, insurance settlements have not exceeded insurance coverage. Coverage limits remained the same. The deductible for law enforcement coverage decreased for FY 2025. The coverage limits and deductibles are as follows:

Primary Coverage	Coverage (in millions)	Deductible
Port operations	16	10,000
Airport operations	250	0
Law Enforcement	2	100,000
Public officials	2	75,000

Excess Liability Coverage	Coverage (in millions)	Self Insured Retentions
Workers' compensation (W/C)	Per Florida Statutory Limits	1,000,000 Per Occurrence
Gas Operation	35	500,000 Per Occurrence
Gas Operation - Pollution	35	500,000 Per Occurrence

The City has established reserves of $4,583,939 in the Insurance Retention Fund representing a contract between the City and its employees regarding health, life, dental, and survivor disability insurance; a majority of which is survivor disability insurance. This amount is not available for city-wide catastrophic losses.

All departments of the City participate in the self-insurance program and make payments to the Insurance Retention Fund. Claims liability of $3,801,086 on September 30, 2025 is based on the requirements of *Governmental Accounting Standards Board* (GASB) Statements No. 10 and No. 30, which require that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is a) probable that a liability has been incurred at the date of the financial statements and b) the amount of the loss can be reasonably estimated.

NOTE III. – OTHER INFORMATION (Continued)

Claim liabilities, including incurred but not reported (IBNR) claims, are based on the estimated ultimate cost of settling the claim (including the effects of inflation and other societal and economic factors), using past experience adjusted for current trends, and any other factors that would modify past experience. Claim liabilities also include specific, incremental claim adjustment expenses. In addition, estimated amounts of salvage and subrogation and reinsurance recoverable on unpaid claims are deducted from the liability for unpaid claims. Expenses and liabilities are estimated through a case-by-case review of all claims and the application of historical experience of the outstanding claims. Estimates of IBNR losses are based on historical experience and are stratified to general, automobile, and workers' compensation liabilities.

On September 30, 2025, the claims liability for automobile, general, and workers' compensation liability were $451,251, $834,982, and $2,514,853 respectively. The City's insurance administrators do not calculate, or report discounted amounts for automobile and general liability. Workers' compensation liability is discounted at a rate of 8%. Each claim under workers' compensation is calculated independently using the monthly payment amount and the present value factor. The undiscounted amount is not calculated and, therefore unavailable for disclosure.

Changes in the Fund's claims liability amount in fiscal year 2024 and 2025 were:

Fiscal Year	Beginning of Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claim Payments	Balance at Fiscal Year End
2024	$4,020,860	2,111,078	(2,512,942)	$3,618,996
2025	$3,618,996	2,107,689	(1,925,599)	$3,801,086

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NOTE III. – OTHER INFORMATION (Continued)

B. Pension Plans

Pension Plan Financial Statements

The financial statements for the General, Fire, and Police Pension Plans are presented below:

STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

	General Pension and Retirement Fund	Firefighter's Relief and Pension Fund	Police Officers' Retirement Fund	Total Pension Trust Funds
ASSETS				
Other cash	$ 100,983	$ 295,026	$ 660,407	$ 1,056,416
Receivables:				
Employer	193	358	294	845
Employee	10,594	39,300	15,292	65,186
Private trust funds			114,986	114,986
Due from other governments		184,112		184,112
Total receivables	10,787	223,770	130,572	365,129
Investments :				
Short term investments	2,385,241	1,783,915	1,677,170	5,846,326
Debt Securities & Bond Mutual Funds	54,749,913	31,058,289	22,047,196	107,855,398
Convertible Corporate Bonds	10,270,917	11,119,443		21,390,360
Stock Mutual Funds	9,563,621	27,028,902		36,592,523
Mortgage Backed Securities	5,116,989	13,741,125	11,665,808	30,523,922
Commingled Trust Fund	7,220,254	8,589,142	23,236,541	39,045,937
Domestic Stocks	43,183,570	39,131,794	69,285,027	151,600,391
Preferred Stocks	1,021,312	1,131,578		2,152,890
Foreign Stocks	19,363,909	2,635,329	16,340,159	38,339,397
Total investments	152,875,726	136,219,517	144,251,901	433,347,144
Total assets	$ 152,987,496	$ 136,738,313	$ 145,042,880	$ 434,768,689
LIABILITIES				
Accounts payable	$ 130,216	$ 135,102	$ 77,647	$ 342,965
Total liabilities	130,216	135,102	77,647	342,965
NET POSITION				
Restricted for pension benefits	$ 152,857,280	$ 136,603,211	$ 144,965,233	$ 434,425,724

NOTE III. – OTHER INFORMATION (Continued)

STATEMENT OF CHANGES IN NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	General Pension and Retirement Fund	Firefighter's Relief and Pension Fund	Police Officers' Retirement Fund	Total Pension Trust Funds
Additions:				
Contributions - city	$ 6,156,005	$ 1,729,579	$ 2,917,539	$ 10,803,123
Contributions - employee	231,277	848,642	204,774	1,284,693
Commission recapture	133	53		186
Insurance proceeds - State of Florida		1,011,081	911,016	1,922,097
Total contributions	6,387,415	3,589,355	4,033,329	14,010,099
Investment income				
Net appreciation/(loss) in fair value of investments	4,668,541	5,830,572	10,728,163	21,227,276
Interest and dividends	6,218,996	3,535,413	3,483,932	13,238,341
	10,887,537	9,365,985	14,212,095	34,465,617
Less investment expense	713,576	671,576	439,322	1,824,474
Net investment income	10,173,961	8,694,409	13,772,773	32,641,143
Total additions	16,561,376	12,283,764	17,806,102	46,651,242
Deductions:				
Pensions paid - employees	10,848,957	8,192,691	7,481,873	26,523,521
Pensions paid - widows	2,227,617	1,174,041	894,450	4,296,108
Refunds to employees		87,443		87,443
Deferred retirement option plan	260,457		11,882	272,339
Health insurance assistance	82,852			82,852
Administrative expenses	150,579	138,586	138,531	427,696
Total deductions	13,570,462	9,592,761	8,526,736	31,689,959
Change in net position	2,990,914	2,691,003	9,279,366	14,961,283
Net position restricted for pension benefits:				
Beginning of year	149,866,366	133,912,208	135,685,867	419,464,441
End of year	$ 152,857,280	$ 136,603,211	$ 144,965,233	$ 434,425,724

The State Insurance proceeds are based on Chapter 185.08 and Chapter 175.101 of the Laws of Florida.

NOTE III. – OTHER INFORMATION (Continued)

Plan Description

Plan administration. The City maintains three contributory, defined benefit, single employer pension plans which are administered by the City's Finance Director. The Firefighters' Relief and Pension Plan covers full-time firefighters; the Police Officers' Retirement Fund covers full-time police officers hired prior to January 1, 2013; the General Pension and Retirement Plan covers non-public safety, full-time employees hired prior to June 18, 2007. The administrative costs are included in the City's cost and contribution rate provided in the actuarial valuation. Benefits and refunds of the defined pension plan are recognized when due and payable in accordance with the terms of the plan.

As of June 18, 2007, the General Pension and Retirement Plan was closed to new participants. Existing non-public safety, full-time employees were given an option to remain in the General Pension and Retirement Plan or join the Florida Retirement System (FRS), multiple-employer, cost sharing public employee retirement system. New participants hired after June 18, 2007 are required to participate in FRS.

The Police Officers' Retirement Fund is for all full-time sworn officers. The Police Officers' Retirement Fund was closed on January 1, 2013 to new participants. The existing participants were given the opportunity to remain in the current plan or participate in the FRS. New officers hired after January 1, 2013 are required to participate in FRS.

Management of all three retirement plans is vested in a Board of Trustees for each plan. The General Pension and Retirement Plan Board consists of six members, two which are elected by the participants, one elected by City Council President and three are appointed by the City Council. The Firefighters' Relief and Pension Plan and the Police Officers' Retirement Fund Board consist of five members, two which are elected by the participants, two are appointed by the City Council and the fifth member is elected by the other four members.

The City also participates in the Florida Retirement System (FRS). The FRS provides two cost sharing, multiple employers defined benefit plans which are administered by Florida Department of Management Services, Division of Retirement (division), including the FRS Pension Plan ("FRS Plan") and Retiree Health Insurance Subsidy ("HIS Plan"). These two plans cover non-public safety, full-time employees hired after June 18, 2007 and new police officers hired after January 1, 2013. Unlike the City's three contributory, defined benefit, single employer pension plans, FRS requires employees to participate in the Federal Social Security Program. The FRS Plan was established and is administered in accordance with Chapter 121, Florida Statutes. The HIS Plan was established and administered in accordance with section 112.363, Florida Statutes.

NOTE III. – OTHER INFORMATION (Continued)

The State of Florida issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. That report may be obtained by writing to the Florida Division of Retirement, P.O. Box 9000, Tallahassee, Florida 32399, calling 1-877-377-1737 or from the web site:

http://www.dms.myflorida.com/workforce_operations/retirement/publications.

Plan Membership. Actuarial reports for the General Pension and Retirement plan, Firefighters' Relief and Pension plan and Police Officers' Retirement plan are required to be updated every three years per State Statute Chapter 112.63(2), 175.261(1)(b) and 185.221(2)(b), respectively. Membership of the General Pension and Retirement Plan, Firefighters' Relief and Pension Plan and the Police Officers' Retirement plan as the measurement date of September 30, 2024 consisted of the following:

	General Pension and Retirement	Firefighters' Relief and Pension	Police Officers' Retirement
Retirees and beneficiaries receiving benefits	541	178	176
Terminated plan members entitled to but not yet receiving benefits	37	5	18
DROP plan members	15	5	6
Active plan members	60	113	44
Total	653	301	244
Number of participating Employers	1	1	1

Membership of the FRS broken down by class, per City payroll records, as of September 30, 2025 consisted of the following:

DROP	4
Elected Officials	6
Senior Management Retired	1
Regular Class	453
Regular Class Retired	1
Senior Management	12
Special Risk	129
Special Risk Retired	1
Total	607

NOTE III. – OTHER INFORMATION (Continued)

Benefits Provided. For the HIS Plan, fiscal year ended June 30, 2025, eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of service credited at retirement multiplied by $5. The minimum payment is $30, and the maximum payment is $150 per month. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide subsidy benefits to all participants, benefits may be reduced or cancelled. All other pension plan benefits are shown in the chart below.

	FRS Plan	General Pension and Retirement	Firefighters' Relief and Pension	Police Officers' Retirement
Vesting	Prior to 7/1/2011 6 years; On or after 07/1/2011 8 years	6 years	10 years	12 years
Eligibility for retirement	Prior to 7/1/2011 Age 62 with (w/o) 30 yrs. of svc or 30 yrs. of svc w/no age requirement After 7/1/2011 age 65 with 33 yrs if svc	Age 55 w/ 20 yrs. of svc or 30 yrs. of svc w/no age requirement	Age 52 w/10 yrs. of svc or 25 yrs. of svc w/no age requirement	Age 55 w/12 yrs. of svc or 25 yrs. of svc w/ no age requirement
Monthly retirement benefit	Based on final average earnings (Prior to 07/1/2011) highest 5 yrs.) (After 07/1/2011 highest 8 yrs.): Regular Class - Age 62 1.6% - Age 63 1.63% - Age 64 1.65% - Age 65 1.68% Senior Mgmt. - Age 62 2% Elected Officials - Age 62 3% Special Risk - Age 62 - 2% if hired between 12/1/70 and 9/30/74 - 3% if hired after 10/1/74	Based on final average earnings (last 5 yrs.): - 75% of 1st $2,400 - 50% of next $1,200 - 40% of excess or 2.1% times yrs. of svc prior to 10/1/12 and 1.75% times yrs. of svc after 10/1/12 (30 yrs. max) times final monthly average earnings (whichever formula provides the greater benefit) but not less than 25 per yrs. of svc	Based on final average earnings (highest 2 of last 5 yrs.) or last 5 yrs. if less than 20 yrs. on 6/10/2015: 75% of final monthly average earnings for normal retirements with 25 or more yrs. of svc or: - 75% of 1st $2,400 - 70% of next $1,200 - 65% of any add ‘l amount for disability retirements and normal retirements w/less than 25 yrs. of svc	Based on final average earnings (highest 2 of last 5 yrs. or last 5 if less than 20 yrs. on 1/1/2013): Percentage of average final compensation for each full year of credited service: - Hired before 10/1/79 receive 2% - Hired on or after 10/1/79 who elected to participate receive 3%
Other Benefits	- Early retirement - Deferred retirement - Disability retirement - Health insurance subsidy - Death benefits - Deferred retirement option program	- Early retirement - Deferred retirement - Disability retirement - Health ins. subsidy - Death benefits - Deferred retirement option program	- Early retirement - Deferred retirement - Disability retirement - Death benefits - Deferred retirement option program	- Early retirement - Deferred retirement - Disability retirement - Death benefits - Deferred retirement option program
Post-retirement COLA	3% per year if retired prior to 7/1/2011; if retired on or after 07/1/2011, years of service before 7/1/2011 divided by total years of service times 3%	Retired prior to 10/1/12 up to 1.5% annually and retired on or after 10/1/12 up to 1% w/a correspond-ing increase in the CPI	Up to 3% annually w/a corresponding increase in the CPI for those hired prior to 7/1/99; hired between 7/1/99 and 6/10/15 up to 2% annually w/a corresponding increase in CPI; hired after 6/10/15 up to 1.25%	Retired Prior to 1/1/13 up to 3% annually; retired on or after 1/1/13 up to 3% first ten years and not to exceed 2% thereafter w/a corresponding increase in the CPI (Increase at the dis-cretion of Pension Bd)

NOTE III. – OTHER INFORMATION (Continued)

Contributions. For the three contributory, defined benefit, single employer pension plans, the Boards of Trustees establish contributions based on an actuarially determined rate recommended by an independent actuary. The rate is the estimated cost of benefits earned by employees during the year, with an additional amount to finance the unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate, the contribution rate of employees and any Chapter 175/185 funds applied.

The City is required to make contributions to FRS Plan based on state-wide contribution rates, established by the Florida Legislature. The Florida Legislature establishes and amends the contribution requirements and benefit terms of the FRS Plan. The rates are updated as of July 1 of each year. As reported by the FRS, the City's contributions, including employee's three percent contribution to the FRS plan totaled $4,672,991 for the State's fiscal year ended June 30, 2025.

The HIS Plan is funded by required contributions from FRS participating employers. The Florida Legislature establishes and amends the contribution requirements and benefit terms of the HIS Program. The City's contributions are a percentage of gross compensation for all active FRS members. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. As reported by the FRS, the City's contributions to the plan totaled $712,135 for the State's fiscal year ended June 30, 2025.

For the year ended September 30, 2025, the contribution rates were as follows:

	FRS Plan	HIS Plan	General Pension and Retirement	Firefighters' Relief and Pension	Police Officers' Retirement
Contributions					
Employee	3.00%	N/A	5.50%	11.00%	5.20%
Employer	See Below	2.00%	146.39%	22.41%	74.08%
Regular Class	14.03%	N/A	N/A	N/A	N/A
Senior Mgmt.	33.24%	N/A	N/A	N/A	N/A
Elect Officials	54.57%	N/A	N/A	N/A	N/A
DROP	22.02%	N/A	N/A	N/A	N/A
Special Risk	35.19%	N/A	N/A	N/A	N/A
Retired	6.87%	N/A	N/A	N/A	N/A
Sr. Mgmt Ret.	24.45%	N/A	N/A	N/A	N/A
Sr. Risk Ret.	15.03%	N/A	N/A	N/A	N/A
State	N/A	N/A	N/A	13.10%	23.13%

All employee contributions to the pension plans are based on a percentage of pay. The remaining contribution percentages shown above are reported as a percentage of pay for comparative purposes only. The General Pension and Retirement and the Police Officers' Retirement plans are closed plans therefore the percentage of pay will continue to increase as participants retire.

NOTE III. – OTHER INFORMATION (Continued)

Investments

Investment policy. The City's three contributory, defined benefit, single employer pension plans investment policy for the allocation of invested assets is established and may be amended by their respective Board of Trustees by a majority vote of its members. It is the policy of the Boards of Trustees to pursue an investment strategy that reduces risk through the prudent diversification of the portfolio across a broad selection of distinct asset classes. The Board's policy discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocations over short time spans. The following was the Boards' adopted asset allocation policy as of September 30, 2025 and the State Board of Administrations policy as of June 30, 2025.

	Florida Retirement System (FRS)	General Pension and Retirement	Firefighters' Relief and Pension	Police Officers' Retirement
Asset Class:				
Global Equity	45.0%			
Domestic Equity		33%	40%	40%
International Eq		10%	12%	15%
Master Limited Partnerships		5%	5%	
Real Estate	12.0%	5%	4%	10%
Convertible Sec		8%	9%	
Fixed Income	29.0%	35%	26%	20%
Private Equity	11.0%			5%
Strategic Investments	2.0%			
Cash Equivalents/ Short Term	1.0%			
TIPS				
Alternatives		4%	4%	10%
Total	100%	100%	100%	100%

Concentrations. The plans did not hold assets in any one organization that exceeded five percent or more of the pension plan's fiduciary net position.

Rate of Return. For the year ended September 30, 2024, the annual money-weighted rate of return on pension plan investments for the General Pension and Retirement Plan was 17.54 percent. For the year ended September 30, 2024, the Firefighters' Relief and Pension Plan was 17.73 percent and the Police Officers' Retirement Fund was 20.92 percent. This reflects the changing amounts actually invested.

Receivables. The pension plans do not have receivables from long-term contracts.

Allocated Insurance Contracts. The pension plans do not have allocated insurance contracts.

NOTE III. – OTHER INFORMATION (Continued)

Reserves. The Police Officers' Retirement Fund has a small portion of funds deposited in a Contribution Surplus Account ($1,413,003) as of September 30, 2024. These funds can be used to fund required contributions and possibly for benefit improvements, respectively.

Deferred Retirement Option Program (DROP)

The City has a DROP for each of the defined benefit plans established by City ordinance. A participant may join when he/she is eligible to receive a retirement benefit. The DROP provides for an accrual of interest at a 4% rate for all participants in the Firefighters' Relief and Pension Plan who entered prior to June 10, 2015 and 1.3% for those who enter thereafter, 4% for the Police Officers' Retirement Fund who entered prior to January 1, 2013 and 1.3% for those who enter thereafter and 4% for the General Pension and Retirement Plan who entered prior to October 1, 2012 and 1.3% for those who enter thereafter.

The DROP ordinance provides that all participants who entered DROP prior to October 1, 2012 may receive a Cost-of-Living Adjustment (COLA) while in DROP. Those in the Firefighters' Relief and Pension Plan may receive a Cost-of-Living Adjustment (COLA) while in DROP. However, those in the Police Officers' Retirement Fund who enter DROP on or after January 1, 2013 and those in the General Pension and Retirement Plan who entered on or after October 1, 2012 receive no COLA while in DROP.

Drop balances as of September 30, 2025 for the General Pension and Retirement Plan, Firefighters' Relief and Pension Plan and Police Officers' Retirement Fund were $2,040,047, $814,134, and $1,176,709, respectively.

The FRS Plan has a DROP available for eligible employees. A participant may join upon reaching normal retirement. Each month the participant defers joining reduces the length of eligible participation. FRS DROP participants accrue interest at a rate of 1.3%.

Net Pension Liability

The General Pension and Retirement Plan, the Firefighters' Relief and Pension Plan and the Police Officers' Retirement Fund do not issue audited stand-alone financial statements but rely on the audit performed for the City. All three of the defined benefit pension plans are included within this financial report. The State of Florida issues a publicly available financial report that includes financial statements and required supplementary information for the FRS.

The funded status of the General Pension and Retirement Plan as of September 30, 2024, the Firefighters' Relief and Pension Plan as of September 30, 2024, the Police Officers' Retirement Fund as of September 30, 2024, and the Florida Retirement System and HIS Plan as of June 30, 2025 are provided in the table on the following page.

NOTE III. – OTHER INFORMATION (Continued)

	General Pension	Fire Pension	Police Pension	FRS Plan	HIS Plan	Total
Total Pension Liability	$ 170,535,007	$ 144,813,409	$ 152,513,935	$ 190,670,798	$ 10,906,133	$ 669,439,282
Plan Fiducuary Net Position	(149,866,366)	(133,912,209)	(135,685,866)	(166,380,993)	(693,407)	(586,538,841)
Less Reserve Accounts			1,214,870			
City Net Pension Liability	20,668,641	10,901,200	18,042,939	24,289,805	10,212,726	84,115,311
Current year pension expense	3,202,064	2,615,245	5,812,890	3,805,419	809,229	16,244,847
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	87.88%	92.47%	88.97%	87.26%	6.36%	

Basis for Allocation. The City's proportion of the net pension liability for the FRS Plan and HIS plan was calculated based on contributions for each of the fiscal years 2024 and 2025 relative to the contributions of all participants.

On June 30, 2025, the City's FRS Plan proportionate share of net pension liability was .0783%, which was a increase of .0045% from its proportionate share of .0738% measured as June 30, 2024. The City's HIS proportionate share of net pension liability was .0797% which was an increase of .0049% from its proportionate share .0748% measured as of June 30, 2024

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

In accordance with GASB 68, paragraphs 54 and 71, changes in the net pension liability are recognized in pension expense in the current measurement period, except as indicated below. For each of the following, a portion is recognized in pension expense in the current reporting period, and the balance is amortized as deferred outflows or deferred inflows of resources using a systematic and rational method over a closed period, as defined below:

Differences between expected and actual experience with regard to economic and demographic factors – amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees).

Changes of assumptions or other inputs – amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees).

Changes in proportion and differences between contributions and proportionate share of contributions – amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees).

Differences between expected and actual earnings on pension plan investments – amortized over five years.

NOTE III. – OTHER INFORMATION (Continued)

The actuarial recognized pension expense, calculated in accordance with GASB 68, for the year ended September 30, 2025, is as follows: General Pension and Retirement Plan $3,202,064; Firefighters' Relief and Pension Plan $2,615,245; and Police Officers' Retirement Fund $5,812,890. For the year ended September 30, 2025, the City recognized pension expense of $3,805,419 for its proportionate share of the FRS Plan and $809,229 for its proportionate share of the HIS plan. The total pension total pension expense for all plans was $16,244,847.

City's total contributions $14,077,946 made after the measurement date for the year ended September 30, 2025 are as follows: General Pension and Retirement Plan $6,155,812; Firefighters' Relief and Pension Plan $2,740,303; Police Officers' Retirement Fund $3,828,261; City's proportionate share of the FRS Plan $1,182,952 and City's proportionate share of the HIS plan $170,618. Due to the timing of the actuarial reports, contributions made after the measurement date for the City's three pension plans covered twelve months and contributions made after the measurement date for FRS and HIS covered three months. Contributions made after the measurement date are not included as a deferred outflow of resources in the table below and will be recognized as a reduction of the net pension liability in the subsequent fiscal period. On September 30, 2025, the City reported deferred outflows of resources, excluding contributions made after the measurement date, and deferred inflows of resources related to pension from the following sources:

	General Pension		Fire Pension		Police Pension		FRS		HIS		Total	Total
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$		$ 1,003,297	934,816	$		$ 2,594,407		$ 60,963	16,200	$ 3,658,667	$ 951,016
Changes of assumptions				-	-	-	2,820,677		90,394	2,470,196	2,911,071	2,470,196
Net difference between projected and actual investment earnings	638,170			76,027		5,424,288		4,055,427		8,500	638,170	9,564,242
Differences in Proportionate Share of Contributions							2,250,396	544,828	1,510,922	-	3,761,318	544,828
Total	$ 638,170	-	$ 1,003,297	1,010,843	$ -	5,424,288	$ 7,665,480	4,600,255	$ 1,662,279	2,494,896	$ 10,969,226	$ 13,530,282

Amounts reported as the net of deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended September 30:	General Pension	Fire Pension	Police Pension	FRS	HIS	Total
2026	1,102,594	434,701	(995,907)	8,874,012	(183,676)	9,231,724
2027	5,147,671	4,512,975	2,405,543	(1,576,675)	(219,906)	10,269,608
2028	(2,998,695)	(2,662,736)	(3,634,949)	(2,359,553)	(185,145)	(11,841,078)
2029	(2,613,400)	(2,292,486)	(3,198,975)	(1,872,559)	(148,374)	(10,125,794)
2030					(95,516)	(95,516)
Thereafter					-	-
Total	$ 638,170	$ (7,546)	$ (5,424,288)	$ 3,065,225	$ (832,617)	$ (2,561,056)

NOTE III. – OTHER INFORMATION (Continued)

Actuarial assumptions. The General Pension and Retirement Plan as of September 30, 2024, the Firefighters' Relief and Pension Plan as of September 30, 2024, and the Police Officers' Retirement Fund as of September 30, 2024 total pension liability was determined by an actuarial valuation and the Florida Retirement System was determined by actuarial assumptions as of June 30, 2025, using the following actuarial assumptions, applied to all periods included in the measurement.

	General Pension and Retirement	Firefighters' Relief and Pension	Police Officers' Retirement	FRS Plan	HIS Plan
Actuarial Assumptions:					
Inflation	2.40%	2.50%	2.50%	2.40%	2.40%
Salary increases	4.50% - 9.50%	Service Based	4.00%	3.50%	3.50%
Investment rate of return	7.00%	7.75%	7.13%	6.70%	
Municpal bond rate					5.20%
Mortality	PUB-2010 Mortality table for males & females as appropriate	PUBS.H-2010	PUBS.H-2010	Generational PUB-2010 with Projection Scale MP-2018	Generational PUB-2010 with Projection Scale MP-2018

For the City's three defined benefit plans, the long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The long-term expected rate of return on the FRS plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption.

The long-term expected rate of return for each major asset class are summarized in the table below:

	General Pension and Retirement	Firefighters' Relief and Pension	Police Officers' Retirement	Florida Retirement System
Asset Class:				
Domestic Equity	8.20%	8.20%	7.50%	N/A
International Equity	10.00%	3.30%	8.50%	N/A
Global Equity	N/A	N/A	N/A	6.90%
Private Equity	2.40%	N/A	N/A	8.80%
Master Limited Partnerships	6.47%	6.50%	2.50%	N/A
Real Estate	5.51%	5.50%	4.50%	7.10%
Convertible Sec	6.45%	6.50%	N/A	N/A
Strategic Investments	N/A	N/A	N/A	6.10%
Fixed Income	2.18%	2.20%	2.50%	540.00%
TIPS	N/A	N/A	N/A	N/A
Global Bonds	N/A	N/A	N/A	N/A
Broad Market Fixed Income	N/A	N/A	2.50%	N/A
Cash	N/A	N/A	N/A	3.20%

NOTE III. – OTHER INFORMATION (Continued)

Discount rate. The projection of cash flows used to determine the General Pension and Retirement Plan's 7.0% discount rate, the Firefighters' Relief and Pension Plan's 7.75% discount rate, the Police Officers' Retirement Fund's 7.125% discount rate and FRS Plan's 6.70% discount rate assumed that contributions would continue at the current rates. For all plans excluding the HIS Plan, the fiduciary net position was projected to cover all future benefit payments of current plan members. Therefore, the discount rate for calculation of the total pension liability is equal to the long-term expected rate of return. The discount rate used for calculating the total HIS pension liability is equal to the single rate that results in the same actuarial present value as would be calculated by using two different discount rates for the discount at the long-term expected rate of return for benefit payments prior to the projected depletion of the fiduciary net pension (trust assets) and the discount at a municipal bond rate for benefit payments after the projected depletion date. The HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor.

General Pension
Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at 09/30/24	$172,138,950	$135,252,670	$ 36,886,280
Changes for the year:			
Service Cost	562,847		562,847
Interest	11,581,881		11,581,881
Diffenences between expected and Actual Experience	(1,458,966)		(1,458,966)
Changes of Assumptions	1,077,294		1,077,294
Contributions - employer		5,604,123	(5,604,123)
Contributions - employee		265,284	(265,284)
New investment income		22,266,831	(22,266,831)
Benefit payments, including refunds of employee contributions	(13,366,999) 0	(13,366,999)	
Administrative expense		(155,543)	155,543
Net changes	(1,603,943)	14,613,696	(16,217,639)
Balances at 09/30/25	$170,535,007	$149,866,366	$ 20,668,641

NOTE III. – OTHER INFORMATION (Continued)

Fire Pension
Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Asset (a) - (b)
Balances at 09/30/24	$ 142,246,228	$120,405,193	$ 21,841,035
Changes for the year:			
Service Cost	1,747,374		1,747,374
Interest	10,761,368		10,761,368
Diffenences between expected and Actual Experience	332,914		332,914
Changes of assumptions	-		-
Changes in benefit terms	-		-
Contributions - employer		2,181,732	(2,181,732)
Contributions - employee		847,882	(847,882)
New investment income		20,842,498	(20,842,498)
Benefit payments, including refunds of employee contributions	(10,274,475)	(10,274,475)	
Administrative expense		(90,621)	90,621
Net changes	2,567,181	13,507,016	(10,939,835)
Balances at 09/30/25	$ 144,813,409	$133,912,209	$ 10,901,200

Police Pension
Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) -
Balances at 09/30/24	$146,675,304	$115,484,891	$ 31,190,413
Changes for the year:			
Service Cost	716,203		716,203
Interest	10,207,655		10,207,655
Diffenences between expected and Actual Experience	3,167,125		3,167,125
Changes in Assumptions	-		-
Contributions - employer		4,259,293	(4,259,293)
Contributions - employee		194,544	(194,544)
Contributions - buy back	-	-	-
New investment income		24,084,811	(24,084,811)
Benefit payments, including refunds of employee contributions	(8,252,352)	(8,252,352)	
Administrative expense		(85,321)	85,321
Other changes			-
Net changes	5,838,631	20,200,975	(14,362,344)
Less Reserve Accounts		(1,214,870)	(1,214,870)
Balances at 09/30/25	$152,513,935	$134,470,996	$ 18,042,939

NOTE III. – OTHER INFORMATION (Continued)

Sensitivity of the net pension liability to changes in the discount rate. Below represents the net pension liability of the City, calculated using the current discount rate as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percent-point lower or 1-percent-point higher than the current rate:

General Pension	1% Decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
City's net pension liability	$ 36,689,679	$ 20,668,641	$ 6,948,084

Fire Pension	1% Decrease 6.75%	Current Discount Rate 7.75%	1% Increase 8.75%
City's net pension asset	$ 27,577,859	$ 10,901,200	$ (2,939,466)

Police Pension	1% Decrease 6.13%	Current Discount Rate 7.13%	1% Increase 8.13%
City's net pension liability	$ 35,521,096	$ 18,042,939	$ 1,368,098

FRS	1% Decrease 5.70%	Current Discount Rate 6.70%	1% Increase 7.70%
City's net pension liability	$ 47,668,366	$ 24,289,805	$ 4,689,556

HIS	1% Decrease 2.65%	Current Discount Rate 3.65%	1% Increase 4.65%
City's net pension liability	$ 11,516,492	$ 10,212,726	$ 9,119,280

Payable to the Pension Plan

As of September 30, 2025, the City reported a payable of $10,787 to the General Pension and Retirement Plan, $39,657 to the Firefighters' Relief and Pension Plan, $15,587 to the Police Officers' Retirement Fund, $62,722 to the FRS Plan, and $5,833 to HIS Plan for the outstanding amount of contributions to the pension plans required for the year ended September 30, 2025

NOTE III. – OTHER INFORMATION (Continued)

C. Post-Employment Benefits Other Than Pensions (OPEB)

GASB Statement No. 75, *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions*, requires governments to account for other post-employment benefits (OPEB) on an accrual basis, rather than on a pay-as-you-go basis. The effect is the recognition of an actuarially determined expense when a future retiree earns their post-employment benefits, rather than when they use their post-employment benefit. The total OPEB liability is recorded at the fund level for proprietary activities and the allocated amount for governmental activities is presented at the government-wide level.

The annual OPEB cost is included in the line item of *salaries* for proprietary fund statements and is allocated by function for governmental activities on the government-wide financial statements.

General Information about the Plan

Plan Description. The City of Pensacola administers a single employer defined benefit plan which offers three plans for health care through Blue Cross Blue Shield of Florida: Health Options HMO, Blue Options PPO Health Savings Account, and BlueMedicare Group PPO. Insurance is offered to both active employees and retirees who worked for the City for a continuous six or more years and had health insurance coverage at the time of their retirement.

The City has followed a pay-as-you-go funding policy, contributing only those amounts necessary to provide for its portion of current year benefit costs and expenses plus any addition to the reserve for accrued costs incurred but not yet reported, as determined as part of the insurance contract. The contribution requirements of plan members are established by the City. For active employees, the City pays any remaining required amounts after the contributions of plan members are taken into account. Retired members pay the full premium associated with the coverage elected; except for General Pension and Retirement Plan participants who receive a direct subsidy from the General Pension and Retirement Plan of $56 per month. No assets are accumulated in a trust that meets the criteria of paragraph 4 of GASB Statement 75.

The City contracted with a recognized and certified actuarial firm to provide an actuarial valuation of post-employment benefits (a copy of this report can be obtained by contacting the City of Pensacola's Financial Services Department).

Benefits provided. Post-employment benefits, such as health care, are offered on a retiree pay all basis; whereas retired members pay the full premium associated with the coverage elected, except for General Pension and Retirement Plan participants who receive a direct subsidy from the General Pension and Retirement Plan of $56 per month. The State of Florida, per Statute 112.08(01), requires claims experience of the retiree group to be co-mingled with that of active employees in determining the health plan cost. The co-mingling of claims requirement equates to an implicit subsidy to retirees which creates an OPEB liability on the part of the City. The benefit payments recognized is due to the $56 monthly subsidy as well as the implicit rate subsidy.

NOTE III. – OTHER INFORMATION (Continued)

Employees covered by benefit terms. On December 31, 2024, the valuation date, the following employees were covered by benefit terms:

Inactive employees or beneficiaries currently receiving a benefit	213
Inactive employees entitled to but not yet receiving a benefit	0
Active employees	769
Total	982

Total OPEB Liability

The total OPEB liability of $8,170,598 was measured as of December 31, 2024 and was determined by an actuarial valuation as of that date.

Actuarial assumptions or other inputs. Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. As such, amounts regarding the funding status of the plan and the annual required contributions of the employer are subject to revision as actual results are compared to past expectations and new estimates are made about the future. Actuarial calculations reflect a long-term perspective. Significant accrual methods and assumptions for the reporting period of September 30, 2025 were as follows:

	FISCAL YEAR 2025
Valuation Date	12/31/2024
Inflation	2.50%
Municipal Bond Index Rate:	
Prior measurement date	3.26%
Measurement date	4.08%
Health Care Cost Trends:	
Pre-Medicare	6.50%
ultimate trend rate	4.40%
year of ultimate trend rate	2034
Post-Medicare	4.75%
ultimate trend rate	4.40%
year of ultimate trend rate	2027

NOTE III. – OTHER INFORMATION (Continued)

The discount rate used to measure the total OPEB liability was based on the Bond Buyer General Obligation 20-year Municipal Bond Index published at the end of the last week during the month of December by The Bond Buyer.

Mortality rates were based on the assumptions used by the Florida Retirement System Pension Plan as required by 112.63(1)(f), F.S.

The actuarial assumptions used in the December 31, 2024 valuation were based on the results of an actuarial experience study for the period of January 1, 2024 through December 31, 2024.

Changes to Total OPEB Liability

	Total OPEB Liability (a)
Balances at 12/31/23	$ 11,479,196
Changes for the year:	
Service cost *	167,539
Interest	367,999
Changes in benefit terms	0
Differences between expected and actual experience**	(4,154,517)
Changes in assumptions or other inputs***	695,219
Benefit payments	(384,838)
Net changes	(3,308,598)
Balances at 12/31/24	$ 8,170,598

* The service cost includes interest for the year.
**The large difference between expected and actual experience gain can be explained by the following two situations. 1. Since the prior valuation, retirees dropped medical coverage. This accounts for about $(1.0M) of the experience gain. 2. There were retirees where Medicare eligibility information was missing in prior years. This missing information was included in the current valuation. Since the information was missing in the prior valuation, 30% were assumed to remain on the City's non-Medicare plans for life. The experience gains in this situation were partially offset by pre-Medicare costs increasing more than anticipated. So, the missing Medicare information accounts for about $(3.9M) of the difference in the experience gain.
***The net $0.7M assumption loss is due to health care cost increases and due to the change in the discount rate because of the change in Municipal Bond Rate.

The total OPEB liability is based upon an actuarial valuation performed as of the Valuation Date, December 31, 2024. An expected total OPEB liability is determined as of December 31, 2024, the Measurement Date, using standard roll forward techniques.

NOTE III. – OTHER INFORMATION (Continued)

The roll forward calculation begins with the total OPEB liability, as of the Measurement Date, December 31, 2024, adds the annual normal cost (also called the Service Cost), interest at the Discount Rate for the year, and then subtracts the Benefit Payments for the year.

The Discount Rate has changed from 3.26% to 4.08% due to a change in the Municipal Bond Rate, since the Prior Measurement Date. Assumptions regarding retirement, termination, disability, mortality, and salary increase were updated to reflect the results of the recent actuarial experience study for the period July 1, 2018 through June 30, 2023, adopted by FRS. Additionally, assumptions regarding future healthcare trend rates were updated.

There are no changes in benefit terms since the Prior Measurement Date.

No benefit payments are attributable to the purchase of allocated insurance contracts.

Sensitivity of the total OPEB liability to changes in the discount rate. Below represents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percent-point lower or 1-percent-point higher than the current discount rate:

Discount Rate Sensitivity

	1% Decrease 3.08%	Current Discount Rate 4.08%	1% Increase 5.08%
City's total OPEB liability	$ 8,970,731	$ 8,170,598	$ 7,476,659

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates. The blended rate is comprised of the pre-Medicare health care cost trend rate is 6.50%, decreasing to 4.40% by 2034, and the post-Medicare health care cost trend rate is 4.75%, decreasing to 4.40% by 2027. Below represents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percent-point lower or 1-percent-point higher than the current healthcare cost trend rates:

Health Care Cost Trend Rate Sensitivity

	1% Decrease Blended Rate	Current Blended Rate	1% Increase Blended Rate
City's total OPEB liability	$ 7,455,065	$ 8,170,598	$ 9,001,889

NOTE III. – OTHER INFORMATION (Continued)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2025, the City recognized an OPEB Income of $1,612,371. Contributions made after the measurement date for the year ended September 30, 2025, were $262,994. Contributions made after the measurement date are included as a deferred outflow of resources in the table below. On September 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB, including contributions made after the measurement date, from the following sources shown below:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$	$ 9,922,049
Changes of assumptions or other inputs	2,043,768	1,675,418
Total	$ 2,043,768	$ 11,597,467

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Measument Period Ended December 31:	
2025	$ (1,748,345)
2026	(1,768,550)
2027	(1,768,550)
2028	(1,297,474)
2029	(1,203,973)
Thereafter	(1,766,807)
Total	$ (9,553,699)

D. Deferred Compensation/Replacement Benefit Program

The City of Pensacola also has four retirement plans which are defined contribution pension plans. These plans provide benefits at retirement to general and public safety employees of the City. On September 30, 2025 there were 336 active plan members. The plan provisions and contribution requirements are established and may be amended by the City of Pensacola City Council. The following, on the next page, is a schedule of employee and employer contributions.

NOTE III. – OTHER INFORMATION (Continued)

	General & Police Social Security Replacement Plan	Pension Replacement Plan	Non-Social Security Plan	Elected Officers & Part-time Employees Plan
Employee Contribution	4.7%, 5.7% or 6.7%	5.5%	$10 minimum	7.5%
City Contributions	Matches employee's contribution up to 6.7%	0-5 yrs. of service 1.5% 5-10 yrs. of service 2.5% 10 or more years 6.5%	None	None
Employee Contribution for 9/30/24	$988,172	$25,247	$864,700	$-0-
City Contribution for 9/30/24	$596,991	$27,768	N/A	N/A

Employer and plan member contributions are recognized in the period that the contributions are due.

As required by Internal Revenue Code Section 457, the assets are held in trust for the employees' benefit. The Finance Director, selected by the government as the administrator, is responsible for the administration of the plan, including approval of certain investment alternatives (funds) which are made available to plan participants. The government has a fiduciary duty to administer the plan properly and to assure that the investment alternatives made available are reasonable. However, since plan participants select the investment fund or funds in which their deferred compensation accounts are invested, the government has no liability for investment losses which occur as a result of the investments selected by the plan participants.

E. Termination Benefits

The City of Pensacola does not offer any termination benefits to employees.

F. Litigation

The City is contingently liable with respect to other lawsuits and other claims incidental to the ordinary course of its operations. Although the outcome of these lawsuits is not presently determinable, in the opinion of management, based on the advice of counsel, the resolution of these matters will not have a material adverse effect on the financial condition of the City.

G. Grant Contingencies

The City has received numerous state and federal grants. The disbursement of funds received under these programs is subject to review and audit by grantor agencies. Any disbursements disallowed by these agencies could become a liability of the City. In the opinion of management, any such claims should not have a material adverse effect on the financial position of the City.

NOTE III. – OTHER INFORMATION (Continued)

H. Contractual, Construction, and Equipment Commitments

The City has outstanding commitments for contractual services and for the construction and acquisition of property, plant, and equipment at year-end. The commitments represent the difference between the contract prices of the various projects and the amounts paid on each contract. Outstanding commitments by fund on September 30, 2025 were:

General Fund	$	932,860
Housing Assitances Payments		3,884
Community Maritime Park Management Services		39,718
Local Option Sales Tax		2,754,289
Utility Fund		1,062,017
Sanitation Fund		3,515
Port Fund		5,659,430
Airport Fund		68,389,455
Nonmajor Government		15,724,989
Internal Service Funds		600,622
Total	$	95,170,779

The Airport's outstanding commitment of $68,389,455 is mainly due to project Titan. Project Titan is the continuation of the development of a commercial aircraft maintenance, repair, and overhaul ("MRO") campus at Pensacola International Airport that began with the occupancy of MRO Hangar 1 by VT MAE in the summer of 2018. Project Titan consists of the construction of up to three additional MRO Hangars, including warehouses/support services centers and an administrative office space, all of which will be leased to VT MAE under the Master Lease Agreement. Total cost of Project Titan is estimated not to exceed the amount of committed funds, currently totaling $210,125,000. The first phase of which consisted of the construction of MRO Hanger 2 was completed in fiscal year 2023. The second phase of the project includes Hanger 3, Hanger 4, connector taxiway, apron and parking lots. Hanger 3 construction should be completed, and Hanger 4 construction should begin in FY 2026. The Airport's construction commitments will continue to be large until the project is completed.

I. Tax Abatements

The City of Pensacola provides tax abatements under the Economic Development Ad Valorem Tax Exemption (EDATE) program. The EDATE program provides tax abatements to attract and/or expand businesses within the City limits. The program was established by ordinance in accordance with Florida Statute Chapter 196.1995. The abatements are up to 100% of the assessed value of all improvements to real property made by or for the use of a new business and all tangible personal property of such new business, or up to 100% of the assessed value of all added improvements to real property made to facilitate the expansion of an existing business and the net increase in all tangible personal property acquired to facilitate such expansion of an existing business through a direct reduction of the business's property bill. Tax abatements may be granted to any new or expanding business as defined in Florida Statute Chapter 196.

NOTE III. – OTHER INFORMATION (Continued)

The agreements include recapture provisions should the business receiving the tax abatement fail to meet its commitments, such as the submittal of the annual renewal application. No other commitments were made by the City as part of those agreements. For the fiscal year ended September 30, 2025, the City abated real and tangible property taxes totaling $277,349 under the EDATE program, including the following tax abatement agreements that exceed 10 percent of the total amount abated:

- A 100% real property tax abatement to real estate company for opening an apartment complex in the enterprise zone. The abatement amounted to $274,956.

J. Other Significant Commitments

1. *Pensacola Energy Contract – Natural Gas Purchases.* Pensacola Energy has the option under its contract with its natural gas supplier, BP Corporation North America, to exercise several hedging options for the purchase of natural gas. This hedging strategy allows Pensacola Energy to purchase a percentage of its natural gas at specified prices for future delivery. Pensacola Energy, in concurrence with its commodities consultant, decided on pricing strategies due to the volatility in the market price of natural gas. Pensacola Energy enters into these hedging contracts to protect itself against volatility in the market price of natural gas. However, due to the instability of the market, the market price to purchase natural gas may be lower than the price at which Pensacola Energy is committed to buy. Should the natural gas supplier fail to fulfill the gas hedging contracts, the terms of the contract include provisions for recovering the cost in excess of the guaranteed price from the natural gas supplier should Pensacola Energy have to procure natural gas on the open market. While Pensacola Energy does take advantage of a hedging contract, BP Corporation North America is not required to store a set amount of natural gas for Pensacola Energy. As a result, there is no associated value recorded on the financial statements.

2. *Multi-Use Facility Agreement.* On July 20, 2011, CMPA and Northwest Florida Professional Baseball (NFPB), the owner of the Blue Wahoos "AA" minor league baseball franchise, entered into an agreement for NFPB's use of the baseball stadium at the Park. The term of the agreement is for 10 years, with two optional 5-year renewal periods, and requires NFPB to pay an annual use fee of $175,000 plus attendance and variable ticket surcharges. In addition, the agreement requires that revenues collected from the variable ticket surcharge be set aside to fund capital maintenance and repairs at the Vince Whibbs Sr. Community Maritime Park. In April 2015, NFPB exercised the option to purchase the naming rights to the multi-use facility. CMPA was entitled to receive 50% of the net revenues generated from the naming rights agreement. After the dissolution of the CMPA on June 1, 2017, the Multi-Use Facility Agreement was assigned to the City. On September 22, 2021, NFPB provided notice to the City to extend the agreement and exercise their option through March 31, 2032, utilizing both of the two (2) five (5) year renewal terms available under the agreement.

NOTE III. – OTHER INFORMATION (Continued)

Community Redevelopment Agency (CRA)

1. *CRA Interlocal Agreement – Downtown Improvement Board.* On September 11, 2022, the Agency and the Pensacola Downtown Improvement Board (DIB) entered into an Interlocal Agreement whereby the Agency agreed to contribute to the DIB an annual amount equal to the funds paid into the Urban Core Redevelopment Trust Fund by the DIB through September 30, 2025. The primary purpose of the contribution was for the development and implementation of a downtown housing and parking strategy or any other proper functions of the DIB, provided such functions are reasonably consistent and compatible with the long-term goals and objectives outlined in the Urban Core Redevelopment Plan. The annual installments to the DIB are paid from Tax Increment Revenues derived from the Urban Core Redevelopment Area. Payments for the year ended September 30, 2025 totaled $628,759.

2. *CRA Interlocal Agreement - Main Street Wastewater Treatment Plant.* On June 26, 2009, the City and the Agency entered into an Interlocal Agreement whereby the Agency agreed to pay the Emerald Coast Utilities Authority $19.5 million towards the relocation of the Main Street Wastewater Treatment Plant. The obligation was recorded in fiscal year 2012 upon project completion. Annual installments to the Authority of $1.3 million began in fiscal year 2013 and will extend through fiscal year 2027. The annual installments to the Authority will be paid from Tax Increment Revenues derived from the Urban Core Redevelopment Area and any shortfall paid by the City will be reimbursed by the Agency when funds are available. Payments for the year ended September 30, 2025 totaled $1,300,000.

3. *CRA Interlocal Agreement – Eastside Redevelopment Loan.* On September 30, 2016, as amended on August 10, 2017, the City and the Agency entered into an Interlocal Agreement which established the terms and conditions by which the City would provide a loan to the Agency in the principal amount of $500,000 to finance a portion of the cost associated with the design, construction and acquisition of the General Daniel "Chappie" James, Jr. Museum and Youth Flight Academy. The loan was made from the City's Insurance Retention Fund to the Agency's Eastside TIF District and has a thirty (30) year term with interest only being paid until the twenty (20) year Eastside Redevelopment Revenue Bond, Series 2017 has matured. Principal payments begin December 31, 2037 and end on December 31, 2045. Since the principal repayment on the loan does not start until December 31, 2037, the full interfund balance was reduced and a transfer between the Eastside TIF District Fund and the City was recorded. At the point of repayment, the full long-term liability will be recorded and the transfer reversed.

4. *CRA Interlocal Agreement – Administrative Services.* On September 22, 2017, as amended on August 13, 2019, the City and the Agency entered into an Interlocal Agreement whereby the City agreed to provide administrative services to the Agency through December 31, 2045. Administrative services include personnel, financial, legal, engineering, planning, purchasing, construction, insurance, title, and construction services. All personnel assigned by the City are employees of the City and are not officers, employees, or agents of the Agency. As such, the Agency has no pension obligation, other post-employment obligations, or other liabilities related to personnel. In consideration of the services, the Agency reimburses the City based on the actual cost of services. Payments for the year ended September 30, 2025 totaled $1,182,434.

NOTE III. – OTHER INFORMATION (Continued)

5. *CRA Interlocal Agreement – Urban Core Landscape Maintenance Services.* On September 22, 2017, the City and the Agency entered into an Interlocal Agreement whereby the City agreed to provide landscape maintenance services and park and public space enhancements and accessibility improvements on the Agency's behalf through December 31, 2043. These services include the cost to maintain any improvements to various public facilities within the Urban Core Community Redevelopment Area which, pursuant to the Urban Core Community Redevelopment Plan, the Agency has made. In consideration of the services, the Agency reimburses the City based on the actual cost of services. Payments for the year ended September 30, 2025 totaled $793,950.

6. *CRA Interlocal Agreement – Eastside Landscape Maintenance Services.* On November 15, 2017, the City and the Agency entered into an Interlocal Agreement whereby the City agreed to provide landscape, park, property management, leasing, accessibility improvement, public space enhancement, and facilities maintenance services on the Agency's behalf through December 31, 2045. These services include the cost to maintain any improvements to various public facilities within the Eastside Community Redevelopment Area which, pursuant to the Eastside Community Redevelopment Plan, the Agency has made. In consideration of the services, the Agency reimburses the City based on the actual cost of services. Payments for the year ended September 30, 2025 totaled $17,845.

7. *CRA Interlocal Agreement – Community Policing Innovations.* On October 22, 2024, the City and the Agency entered into an Interlocal Agreement whereby the City agreed to provide additional policing services within the Urban Core Community Redevelopment Area through September 30, 2025. These services aim to reduce crime by reducing opportunities for, and increasing perceived risk of engaging in, criminal activity through visible presence of police. In consideration of the services, the Agency reimburses the City based on the actual cost of services. Payments for the year ended September 30, 2025 totaled $364,767.

8. *CRA Interlocal Agreement – Community Maritime Park Stadium Improvements.* On July 23, 2021, the City and the Agency entered into an Interlocal Agreement whereby the Agency agreed to contribute up to $2,000,000 to fund certain improvements at the Vince Whibbs Sr. Community Maritime Park Blue Wahoos Stadium. Such improvements include, but are not limited to, the conversion of the Blue Wahoos Stadium baseball field from natural grass to synthetic turf and any irrigation changes needed to accommodate the conversion, the conversion of the Blue Wahoos Stadium lights to LED, the removal of existing bullpens and construction of new bullpens, the construction of new batting cages, the purchase of additional training tables, dishwashers and surveillance equipment, internet and phone upgrades, replacement of HWC chairs, painting, repairs to seats, flooring, electrical outlets and elevators all in furtherance of maximizing the use and impact of the Vince Whibbs Sr. Community Maritime Park improvements paid for with tax increment revenues derived from the Urban Core Community Redevelopment Area. As of September 30, 2025, $1,713,600 has been paid towards improvements for the project, life-to-date.

NOTE III. – OTHER INFORMATION (Continued)

K. Special Item

Franchise Fee Lawsuit

In July 2024, a court ruling determined that the City of Pensacola had unlawfully collected franchise fees from Pensacola Energy customers since 1970. As a result, the court ordered the City to refund the improperly collected fees, including accrued interest, to affected customers. Additionally, the court mandated that the City cease charging franchise fees to all customers within city limits. The City has ended billing franchise fees to Pensacola Energy customers due to this judgement ruling.

As of September 30, 2025, the damages were determined to be $12,600,000. The City has paid out these funds, as shown in the proprietary fund Statement of Revenues, Expenses, and Changes in Fund Net Position.

L. Subsequent Events

On October 21, 2025, the City issued its $110,000,000 Airport Revenue Bonds, Series 2025 (AMT) (the "2025 Airport Bonds") to finance a portion of the construction cost related to capital improvements at the Airport, including, among other things, the construction, modernization, and expansion of the terminal building at the Airport. In particular, the project includes the expansion of the current Airport, renewal of the existing Airport, and other projects included in the Airport's capital improvement program on file with the City, including but not limited to, expansions to Airport Facilities such as increasing the number of gates, the baggage handling system ("BHS") controls, central utility plant, concourse, additional concession, additional seating, self-serving kiosks, enhanced digital infrastructure, expanded security checkpoint, passenger boarding bridges, pedestrian walkway, restrooms and ticketing area, and renewals to existing Airport Facilities such as the baggage claim carousels, restrooms, flooring, terminal building HVAC, passenger boarding bridges, roofing and vertical circulation. The newly issued 2025 Airport Bonds is a term bond with a fixed interest rate ranging between 5.0% and 5.5%, the first payment commencing on April 1, 2026, and final maturity on October 1, 2055. The 2025 Airport Bonds are secured by the Net Revenues of the Airport (as more fully described and defined in the authorizing resolution, the "Pledged Funds") and such lien upon the pledged revenues is on a parity with the lien securing the City's other outstanding Airport Notes.

REQUIRED SUPPLEMENTARY INFORMATION

PENSION FUNDS SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND
RELATED RATIOS, PROPORTIONATE SHARE OF THE NET PENSION LIABILITY,
EMPLOYER CONTRIBUTIONS AND
INVESTMENT RETURNS

OTHER POSTEMPLOYEMENT BENIFITS
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY

BUDGET TO ACTUAL FINANCIAL REPORTS

CITY OF PENSACOLA, FLORIDA
GENERAL PENSION & RETIREMENT FUND
REQUIRED SUPPLEMENTARY INFORMATION

CITY OF PENSACOLA GENERAL PENSION AND RETIREMENT PLAN
SCHEDULE OF CHANGES IN NET PENSION LIABILITY
AND RELATED RATIOS
Fiscal Year *

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Total pension liability										
Service Cost (BOY)	$ 562,847	$ 595,038	$ 598,194	$ 653,860	$ 706,288	$ 692,814	$ 806,853	$ 806,853	$ 960,937	$ 875,872
Interest	11,581,881	11,756,747	12,115,554	12,200,468	12,830,343	12,870,665	13,096,503	13,087,373	13,265,393	13,080,194
Difference between Expected & Actual Experience	(1,458,966)	(1,536,980)	(2,466,070)	-	(3,644,260)		(2,139,264)		(6,829,727)	
Changes in Assumptions	1,077,294	-	3,052,973	-	(62,137)		3,260,021		8,088,948	
Changes of benefit terms										1,929,586
Differences between expected and actual experience										
Changes of assumptions										
Benefit payments, including refunds of member contributions	(13,366,999)	(13,258,768)	(13,978,631)	(14,078,231)	(13,412,714)	(13,364,040)	(13,213,824)	(14,334,373)	(13,902,080)	(13,007,151)
Refunds of contributions	-	-	-	(10,529)	(23,117)	(31,267)			(82,082)	(31,304)
Net change in total pension liability	(1,603,943)	(2,443,963)	(677,980)	(1,234,432)	(3,605,597)	168,172	1,810,289	(440,147)	1,501,389	2,847,197
Total pension liability - beginning	172,138,950	174,582,913	175,260,893	176,495,325	180,100,922	179,932,750	178,122,461	178,562,608	177,061,219	174,214,022
Total pension liability - ending (a)	$ 170,535,007	$ 172,138,950	$ 174,582,913	$ 175,260,893	$ 176,495,325	$ 180,100,922	$ 179,932,750	$ 178,122,461	$ 178,562,608	$ 177,061,219
Plan fiduciary net position										
Contributions - employer	$ 5,604,123	$ 5,599,918	$ 5,599,854	$ 5,946,411	$ 5,946,490	$ 6,200,753	$ 6,200,956	$ 6,788,208	$ 6,788,559	$ 6,586,144
Contributions - member	265,284	258,091	266,873	279,948	285,355	294,284	305,534	341,314	360,693	375,026
Net investment income	22,266,831	10,895,651	(28,860,605)	30,484,953	11,992,518	1,761,461	11,373,720	14,963,864	11,356,088	(2,230,201)
Benefit payments, including refunds of member contributions	(13,366,999)	(13,258,768)	(13,978,631)	(14,078,231)	(13,412,714)	(13,364,040)	(13,199,103)	(14,334,373)	(13,902,080)	(13,007,151)
Health insurance assistance										
Refunds of Contributions	-	-	-	(10,529)	(23,117)	(31,267)	(14,721)		(82,082)	(31,304)
Administrative expense	(155,543)	(147,508)	(112,771)	(114,316)	(97,740)	(113,078)	(112,430)	(134,684)	(102,605)	(126,054)
Contributions - Lawsuit										
Member buybacks										
Other										2,149,812
Net change in plan fiduciary net position	14,613,696	3,347,384	(37,085,280)	22,508,236	4,690,792	(5,251,887)	4,553,956	7,624,329	4,418,573	(6,283,728)
Plan fiduciary net position - beginning	135,252,670	131,905,286	168,990,567	146,482,331	141,791,539	147,043,426	142,489,470	134,865,141	130,446,568	136,730,296
Plan fiduciary net position - ending	149,866,366	135,252,670	131,905,287	168,990,567	146,482,331	141,791,539	147,043,426	142,489,470	134,865,141	130,446,568
Less health care reserves										
Total plan fiduciary net position (b)	$ 149,866,366	$ 135,252,670	$ 131,905,287	$ 168,990,567	$ 146,482,331	$ 141,791,539	$ 147,043,426	$ 142,489,470	$ 134,865,141	$ 130,446,568
City's net pension liability - ending (a)-(b)	**$ 20,668,641**	**$ 36,886,280**	**$ 42,677,626**	**$ 6,270,326**	**$ 30,012,994**	**$ 38,309,383**	**$ 32,889,324**	**$ 35,632,991**	**$ 43,697,467**	**$ 46,614,651**
Plan fiduciary net position as a percentage of the total pension liability	87.88%	78.57%	75.55%	96.42%	83.00%	78.73%	81.72%	80.00%	75.53%	73.67%
Covered payroll	4,919,803	4,852,230	5,076,072	5,067,293	5,258,416	5,555,159	6,174,853	6,347,558	6,901,570	6,757,461
City's pension liability as a percentage of covered payroll	420.11%	760.19%	840.76%	123.74%	570.76%	689.62%	532.63%	561.37%	633.15%	689.82%
Annual money-weighted rate of return	17.54%	-22.20%	-17.40%	23.46%	8.46%	1.20%	8.02%	11.10%	11.20%	8.80%

*The amounts presented for each fiscal year were determined as of September 30th, of the prior year.

NOTE: The General Pension and Retirement Plan is a closed plan therefore the percentage of covered employee payroll will continue to increase as participants retire.

CITY OF PENSACOLA, FLORIDA
GENERAL PENSION & RETIREMENT FUND
REQUIRED SUPPLEMENTARY INFORMATION

Notes to Schedule:

Method and assumptions used in calculations of actuarially determined contributions. The actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported. The following actuarial methods and assumptions were used to determine contribution rates reported in the schedules:

SCHEDULE OF EMPLOYER CONTRIBUTIONS
Last 10 Fiscal Years *

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Actuarially determined employer contribution	$ 5,604,123	$ 5,599,918	$ 5,599,854	$ 5,599,853	$ 5,946,411	$ 5,946,490	$ 6,200,753	$ 6,200,956	$ 6,788,208	$ 6,788,560
Actual employer contribution	5,604,123	5,599,918	5,599,854	5,599,854	5,946,411	5,946,490	6,200,753	6,200,956	6,788,208	6,788,560
Annual contribution deficiency (excess)	$ 0	$ 0	$ 0	$ (1)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Covered payroll	$ 4,782,891	$ 4,919,803	$ 4,852,230	$ 5,076,072	$ 5,089,969	$ 5,067,293	$ 5,258,416	$ 5,555,159	$ 6,174,853	$ 6,347,558
Actual contributions as a % of covered payroll	117.17%	113.82%	115.41%	110.32%	116.83%	117.35%	117.92%	111.63%	109.93%	106.95%

2014 actuarially determined employer contribution includes $553,997 in prepaid reserves and excludes $71,761 in health care contributions.

Current year covered payroll is not actuarially determined therefore subject to change in future years.

* Based on contributions made during the fiscal year noted.

CITY OF PENSACOLA, FLORIDA
GENERAL PENSION & RETIREMENT FUND
REQUIRED SUPPLEMENTARY INFORMATION

	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2017	Fiscal Year 2016
Valuation Date	9/30/2024	9/30/2023	9/30/2022	9/30/2020	9/30/2020	9/30/2018	9/30/2018	9/30/2016	9/30/2016	9/30/2015
Actuarial Cost Method	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age
Amortization Method	Level Dollar Closed	Level Dollar Closed	Level Dollar Closed	Level Dollar Closed	Level Dollar Closed	Level Dollar Closed	Level Dollar Closed	Level Dollar Closed	Level Dollar Closed	Level Dollar Closed
Remaining Amortization Period	5 years	7 years	7 years	7 years	7 years	8 years	9 years	10 years	11 years	12 years
Asset Valuation Method	5 year smoothed market	5 year smoothed market	5 year smoothed market	5 year smoothed market	5 year smoothed market	5 year smoothed market	5 year smoothed market	5 year smoothed market	5 year smoothed market	5 year smoothed market
Actuarial Assumptions:										
Inflation	2.40%	2.40%	2.40%	2.40%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Salary increase	4.50% - 9.50%	4.50% - 9.50%	4.50% - 9.50%	4.50% - 9.50%	4.50% - 9.50%	4.50% - 9.50%	4.50% - 9.50%	4.50% - 9.50%	4.50% - 9.50%	4.50% - 9.50%
Investment rate of return	7.0%, net of pension plan investment expense, including inflation	7.2%, net of pension plan investment expense, including inflation	7.2%, net of pension plan investment expense, including inflation	7.2%, net of pension plan investment expense, including inflation	7.2%, net of pension plan investment expense, including inflation	7.4%, net of pension plan investment expense, including inflation	7.4%, net of pension plan investment expense, including inflation	7.6%, net of pension plan investment expense, including inflation	7.6%, net of pension plan investment expense, including inflation	7.8%, net of pension plan investment expense, including inflation
Cost of living adjustments	1.0-1.5%	1.0-1.5%	1.0-1.5%	1.0-1.5%	1.0-1.5%	1.0-1.5%	1.0-1.5%	1.0-1.5%	1.0-1.5%	1.0-1.5%
Mortality Rates	PUB-2010 Headcount Weighted	PUB-2010 Headcount Weighted	PUB-2010 Headcount Weighted	PUB-2010 Headcount Weighted	PUB-2010 Headcount Weighted	RP-2000 Generational Annuitant Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale BB	RP-2000 Generational Annuitant Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale BB	RP-2000 Generational Annuitant Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale BB	RP-2000 Generational Annuitant Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale BB	RP 2000 Combined Healthy set forward 5 years for males and RP 2000 combined Healthy for females

CITY OF PENSACOLA, FLORIDA
FIREFIGHTER'S RELIEF & PENSION FUND
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
Fiscal year *

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Total Pension Liability										
Service Cost (BOY)	$ 1,747,374	$ 1,670,725	$ 1,569,316	$ 1,497,129	$ 1,258,728	$ 1,290,959	$ 1,263,734	$ 1,317,501	$ 1,340,661	$ 1,189,882
Interest	10,761,368	10,515,121	10,453,664	10,322,867	9,985,729	9,887,893	9,735,179	9,731,641	9,595,671	9,016,289
Difference between Expected and Actual Experience	332,914	1,228,275	(1,624,615)	(1,424,849)	(511,791)	(87,339)	260,034	(3,442,328)	(482,293)	30,585
Changes in Assumptions	-	-	-	-	1,918,859			967,856		7,780,467
Changes in Benefit Terms	-	-	-	411,685		(1,793)			802,334	(4,080,439)
Contributions - Buy Back									44,064	
Benefit payments, including refunds of member contributions	(10,274,475)	(10,352,295)	(9,061,274)	(8,497,992)	(9,404,872)	(10,188,894)	(8,438,858)	(8,511,653)	(8,929,344)	(6,788,324)
Net change in total pension liability	2,567,181	3,061,826	1,337,091	2,308,840	3,246,653	900,826	2,820,089	63,017	2,371,093	7,148,460
Total pension liability - beginning	142,246,228	139,184,402	137,847,311	135,538,471	132,291,818	131,390,992	128,570,903	128,507,886	126,136,793	118,988,333
Total pension liability - ending (a)	$ 144,813,409	$ 142,246,228	$ 139,184,402	$ 137,847,311	$ 135,538,471	$ 132,291,818	$ 131,390,992	$ 128,570,903	$ 128,507,886	$ 126,136,793
Plan fiduciary net position										
Contributions - employer	$ 2,181,732	$ 1,676,492	$ 1,995,497	$ 1,898,060	$ 1,720,961	$ 1,658,203	$ 2,009,062	$ 2,336,545	3,826,740	$ 4,334,264
Contributions - member	847,882	719,300	732,734	619,231	543,443	505,660	480,066	449,131	421,774	474,193
Contributions - Buy Back									44,064	
Net investment income	20,842,498	11,807,357	(26,186,134)	28,553,234	13,110,520	3,440,824	10,905,810	12,473,832	9,928,990	(1,770,463)
Benefit payments, including refunds of member contributions	(10,274,475)	(10,352,295)	(9,061,274)	(8,497,992)	(9,404,872)	(10,188,894)	(8,438,858)	(8,511,653)	(8,929,344)	(6,788,324)
Administrative expense	(90,621)	(82,260)	(73,987)	(65,256)	(75,205)	(73,186)	(93,728)	(90,536)	(105,921)	(92,822)
Other								81,471		
Net change in plan fiduciary net position	13,507,016	3,768,594	(32,593,164)	22,507,277	5,894,847	(4,657,393)	4,862,352	6,738,790	5,186,303	(3,843,152)
Plan fiduciary net position - beginning	120,405,193	116,636,599	149,229,764	126,722,487	120,827,640	125,485,033	120,622,681	113,883,891	108,697,588	112,540,740
Plan fiduciary net position - ending	133,912,209	120,405,193	116,636,600	149,229,764	126,722,487	120,827,640	125,485,033	120,622,681	113,883,891	108,697,588
Less reserve account	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total plan fiduciary net position (b)	$ 133,912,209	$ 120,405,193	$ 116,636,600	$ 149,229,764	$ 126,722,487	$ 120,827,640	$ 125,485,033	$ 120,622,681	$ 113,883,891	$ 108,697,588
City's net pension liability - ending (a)-(b)	**$ 10,901,200**	**$ 21,841,035**	**$ 22,547,802**	**$ (11,382,453)**	**$ 8,815,984**	**$ 11,464,178**	**$ 5,905,959**	**$ 7,948,222**	**$ 14,623,995**	**$ 17,439,205**
Plan fiduciary net position as a percentage of the total pension liability	92.47%	84.65%	83.80%	108.26%	93.50%	91.33%	95.51%	93.82%	88.62%	86.17%
Covered payroll	6,539,077	6,329,377	6,661,211	5,629,353	4,940,394	4,596,890	4,364,222	4,082,999	3,834,292	7,494,388
City's pension liability as a percentage of covered payroll	166.71%	345.07%	338.49%	-202.20%	178.45%	249.39%	135.33%	194.67%	381.40%	232.70%
Annual money-weighted rate of return	17.73%	10.45%	-17.88%	22.94%	11.12%	2.83%	9.20%	11.14%	9.18%	-1.56%

* The amounts presented for each fiscal year were determined as of September 30th, of the prior year.

NOTE: Information is presented for those years in which information is available.

CITY OF PENSACOLA, FLORIDA
FIREFIGHTER'S RELIEF & PENSION FUND
REQUIRED SUPPLEMENTARY INFORMATION

Notes to Schedule:

Method and assumptions used in calculations of actuarially determined contributions. The actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported. The following actuarial methods and assumptions were used to determine contribution rates reported in the schedules:

FIREFIGHTERS' RELIEF & PENSION FUND
SCHEDULE OF EMPLOYER CONTRIBUTIONS
Last 10 Fiscal Years *

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Actuarially determined employer contribution	$ 1,846,994	$ 1,342,706	$ 1,342,706	$ 1,979,502	$ 1,837,352	$ 1,711,806	$ 1,644,078	$ 1,993,643	$ 2,321,285	$ 3,822,480
Actual employer contribution	2,181,732	1,676,492	1,342,706	1,995,497	1,898,060	1,720,961	1,658,203	2,009,062	2,336,545	3,826,740
Annual contribution deficiency (excess)	$ (334,738)	$ (333,786)	$ 0	$ (15,995)	$ (60,708)	$ (9,155)	$ (14,125)	$ (15,419)	$ (15,260)	$ (4,260)
Covered payroll	$ 7,708,011	$ 6,539,077	$ 6,329,377	$ 6,611,211	$ 5,629,353	$ 4,939,900	$ 4,596,890	$ 4,364,222	$ 4,082,999	$ 3,834,292
Actual contributions as a % of covered payroll	28.30%	25.64%	21.21%	30.18%	33.72%	34.84%	36.07%	46.03%	57.23%	99.80%

2014 actuarially determined employer contribution excludes $551,981 in current year prepaid reserves.

Current year covered payroll is not actuarially determined therefore subject to change in future years.

* Based on contributions made during the fiscal year noted.

NOTE: Information is presented for those years in which information is available.

CITY OF PENSACOLA, FLORIDA
FIREFIGHTER'S RELIEF & PENSION FUND
REQUIRED SUPPLEMENTARY INFORMATION

	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2017	Fiscal Year 2016
Valuation Date	10/1/2024	10/1/2023	10/1/2022	10/1/2021	10/1/2020	10/1/2019	10/1/2018	10/1/2017	10/1/2016	10/1/2015
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal
Amortization Method	New UAAL amortization bases are amortized over 15 years	New UAAL amortization bases are amortized over 15 years	New UAAL amortization bases are amortized over 15 years	New UAAL amortization bases are amortized over 15 years	Level Percentage of Payroll, Closed	Level Percentage of Payroll, Closed	Level Percentage of Payroll, Closed	Level Percentage of Payroll, Closed	Level Percentage of Payroll, Closed	Level Percentage of Payroll, Closed
Remaining Amortization Period	12	12	12	12	30 years	30 years	30 years	30 years	30 years	30 years
Asset Valuation Method	5 year phased in period	5 year phased in period	5 year phased in period	5 year phased in period	5 year phased in period	5 year phased in period	5 year phased in period	5 year phased in period	5 year phased in period	5 year phased in period
Actuarial Assumptions:										
Inflation	2.50%	2.50%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%	3.00%
Salary increase	Service Based	Service Based	Service Based	Service Based	5.5%-12.68%	5.5%-12.68%	5.5%-12.68%	5.5%-12.68%	5.5%-12.68%	5.5%-12.68%
Investment rate of return	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%
Cost of living adjustments	2.875%	2.875%	2.875%	2.875%	2.875%	2.875%	2.875%	2.875%	2.875%	2.875%
Morality:	PUBS.H-2010	PUBS.H-2010	PUBS.H-2010	PUBS.H-2010	PUBS.H-2010	RP-2000 Generational Annuitant Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale BB	RP-2000 Generational Annuitant Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale BB	RP-2000 Generational Annuitant Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale BB	RP-2000 Generational Annuitant Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale BB	RP 2000 Combined Healthy Projected to 2011 Sex Distinct

NOTE: Information is presented for those years in which information is available.

CITY OF PENSACOLA, FLORIDA
POLICE OFFICERS' RETIREMENT FUND
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
Fiscal Year *

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Total Pension Liability										
Service Cost (BOY)	$ 716,203	$ 799,340	$ 794,084	$ 785,361	$ 825,932	$ 786,760	$ 816,071	$ 761,793	$ 912,596	$ 818,742
Interest	10,207,655	9,880,425	9,893,600	9,624,254	9,511,040	9,193,908	8,949,790	8,977,910	8,876,315	8,390,513
Differences between expected and actual experience	3,167,125	2,178,577	(2,541,190)	1,350,334	699,810	1,361,896		(2,653,681)		312,274
Changes of assumptions	-	-	-	-	(1,978,840)					6,217,609
Contributions - buy back	-	-	-	-	51,726		47,123	41,367		
Benefit payments, including refunds of member contributions	(8,252,352)	(8,112,655)	(8,560,682)	(7,416,057)	(7,544,199)	(6,317,326)	(6,397,599)	(8,755,072)	(7,539,629)	(6,446,003)
Net change in total pension liability	5,838,631	4,745,687	(414,188)	4,343,892	1,565,469	5,025,238	3,415,385	(1,627,683)	2,249,282	9,293,135
Total pension liability - beginning	146,675,304	141,929,617	142,343,805	137,999,913	136,434,444	131,409,206	127,993,821	129,621,504	127,372,222	118,079,087
Total pension liability - ending (a)	$ 152,513,935	$ 146,675,304	$ 141,929,617	$ 142,343,805	$ 137,999,913	$ 136,434,444	$ 131,409,206	$ 127,993,821	$ 129,621,504	$ 127,372,222
Plan fiduciary net position										
Contributions - employer	$ 3,411,441	$ 3,248,120	$ 3,972,023	$ 4,157,135	$ 4,254,519	$ 4,445,468	$ 4,528,544	$ 4,331,190	3,830,736	$ 3,830,839
Contributions - member	194,544	203,586	214,372	215,050	219,429	211,533	209,565	218,457	227,357	240,097
Net investment income	24,084,811	9,848,267	(20,777,957)	24,880,274	9,020,508	4,289,802	9,429,700	11,614,044	8,651,676	(2,362,487)
Benefit payments, including refunds of member contributions	(8,252,352)	(8,112,655)	(8,560,682)	(7,416,057)	(7,544,199)	(6,317,326)	(6,397,599)	(8,755,072)	(7,539,629)	(6,446,003)
Administrative expense	(85,321)	(75,018)	(66,997)	(48,522)	(38,631)	(48,723)	(52,447)	(115,371)	(93,853)	(82,441)
State Insurance	847,852	755,911	683,116	640,286	623,811	601,682	572,693	542,277	533,483	512,808
Member buybacks	-	-	-	-	51,726		47,123	41,367	-	-
Net change in plan fiduciary net position	20,200,975	5,868,211	(24,536,125)	22,428,166	6,587,163	3,182,436	8,337,579	7,876,892	5,609,770	(4,307,187)
Plan fiduciary net position - beginning	115,484,891	109,616,680	134,152,805	111,724,639	105,137,476	101,955,040	93,617,461	85,740,569	80,130,799	84,437,986
Plan fiduciary net position - ending	135,685,866	115,484,891	109,616,680	134,152,805	111,724,639	105,137,476	101,955,040	93,617,461	85,740,569	80,130,799
LESS RESERVE ACCOUNTS	1,214,870	1,063,956	966,951	878,884	769,559	668,865	371,687	775,007	1,168,510	1,203,293
Total Plan fiduciary net position (b)	$ 134,470,996	$ 114,420,935	$ 108,649,729	$ 133,273,921	$ 110,955,080	$ 104,468,611	$ 101,583,353	$ 92,842,454	$ 84,572,059	$ 78,927,506
City's net pension liability - ending (a)-(b)	$ **18,042,939**	$ **32,254,369**	$ **33,279,888**	$ **9,069,884**	$ **27,044,833**	$ **31,965,833**	$ **29,825,853**	$ **35,151,367**	$ **45,049,445**	$ **48,444,716**
Plan fiduciary net position as a percentage of the total pension liability	89.0%	78.7%	77.2%	94.3%	81.0%	77.1%	77.3%	72.5%	65.2%	62.0%
Covered payroll	$ 3,915,130	$ 4,037,524	$ 4,122,527	$ 4,135,565	$ 4,219,813	$ 4,067,890	$ 4,030,069	$ 4,201,063	4,372,250	$ 4,423,864
City's pension liability as a percentage of covered payroll	460.9%	798.9%	807.3%	219.3%	640.9%	785.8%	740.1%	836.7%	1030.3%	1095.1%
Annual money-weighted rate of return	20.92%	9.02%	-15.52%	22.47%	8.50%	4.15%	9.92%	13.48%	11.11%	-2.34%

* The amounts presented for each fiscal year were determined as of September 30th, of the prior year.

NOTE: The Police Officers' Retirement Fund is a closed plan therefore the percentage of covered employee payroll will continue to increase as participants retire.

CITY OF PENSACOLA, FLORIDA
POLICE OFFICERS' RETIREMENT FUND
REQUIRED SUPPLEMENTARY INFORMATION

Notes to Schedule:

Method and assumptions used in calculations of actuarially determined contributions. The actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported. The following actuarial methods and assumptions were used to determine contribution rates reported in the schedules:

SCHEDULE OF EMPLOYER CONTRIBUTIONS
Last 10 Fiscal Years *

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Actuarially determined employer contribution	$ 4,090,669	$ 3,884,353	$ 3,884,353	$ 4,591,571	$ 4,797,421	$ 4,878,329	$ 5,047,150	$ 5,101,237	$ 4,873,467	$ 4,364,219
Actual employer contribution	4,090,669	3,884,353	3,884,353	4,655,139	4,797,421	4,878,329	5,047,150	5,101,237	4,873,467	4,364,219
Annual contribution deficiency (excess)	$ 0	$ 0	$ 0	$ (63,568)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Covered payroll	$ 3,741,240	$ 3,915,130	$ 4,037,524	$ 4,122,527	$ 4,135,576	$ 4,219,795	$ 4,067,890	$ 4,030,089	$ 4,201,063	$ 4,372,250
Actual contributions as a % of covered payroll	109.34%	99.21%	96.21%	112.92%	116.00%	115.61%	124.07%	126.58%	116.01%	99.82%

Current year covered payroll is not actuarially determined therefore subject to change in future years.

Contributions do not include amounts drawn down from reserves.

* Based on contributions made during the fiscal year noted.

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CITY OF PENSACOLA, FLORIDA
POLICE OFFICERS' RETIREMENT FUND
REQUIRED SUPPLEMENTARY INFORMATION

	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2017	Fiscal Year 2016
Valuation Date	10/1/2024	10/1/2023	10/1/2022	10/1/2021	10/1/2020	10/1/2019	10/1/2018	10/1/2017	10/1/2016	10/1/2015
Actuarial cost method	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age
Amortization method	New UAAL	New UAAL	New UAAL	New UAAL	Level Dollar Amount	Level Dollar Amount	Level Dollar Amount	Level Dollar Amount	Level Dollar Amount	Level Dollar Amount
Remaining Amortization Period	15	15	10	10	11	12	13 years	14 years	15 years	16 years
Asset Valuation Method	5 year weighted index	5 year weighted index	5 year weighted index	5 year weighted index	5 year weighted index	5 year weighted index	5 year weighted index	5 year weighted index	5 year weighted index	5 year weighted index
Actuarial Assumptions:										
Inflation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary increase	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Investment rate of return	7.125%	7.125%	7.125%	7.125%	7.125%	7.125%	7.125%	7.125%	7.125%	7.125%
Cost of living adjustments	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Mortality Rates	PUBS.H-2010	PUBS.H-2010	PUBS.H-2010	PUBS.H-2010	PUBS.H-2010	RP-2000 Healthy Annuitant for Males or Females with adjustments for mortality improvements based on Scale BB	RP-2000 Healthy Annuitant for Males or Females with adjustments for mortality improvements based on Scale BB	RP-2000 Healthy Annuitant for Males or Females with adjustments for mortality improvements based on Scale BB	RP-2000 Healthy Annuitant for Males or Females with adjustments for mortality improvements based on Scale BB	RP-2000 Healthy Annuitant for Males or Females with adjustments for mortality improvements based on Scale BB

CITY OF PENSACOLA, FLORIDA
FLORIDA RETIREMENT SYSTEM PENSION PLAN
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
Fiscal Year

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
City's proportion of the FRS net pension liability (asset)	0.078265512%	0.073804322%	0.076552186%	0.073462936%	0.067580322%	0.059663066%	0.055026148%	0.049432047%	0.045283952%	0.041335299%
City's proportion of the FRS net pension liability (asset)	$ 24,289,804	$ 28,550,983	$ 30,503,623	$ 27,334,115	$ 5,104,925	$ 25,858,852	$ 18,949,722	$ 14,889,189	$ 13,394,689	$ 10,437,195
Covered payroll	$ 36,333,192	$ 33,311,629	$ 28,688,445	$ 25,635,863	$ 22,838,497	$ 21,417,967	$ 19,573,461	$ 17,140,563	$ 15,295,017	$ 12,840,904
City's pension liability as a percentage of covered payroll	66.9%	85.7%	106.3%	106.6%	22.4%	120.7%	96.8%	86.9%	87.6%	81.3%
Plan fiduciary net position as a percentage of the total pension liability	87.26%	83.70%	82.38%	82.89%	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%

NOTE: The amounts presented were determined as of June 30, the end of the State of Florida's fiscal year.

SCHEDULE OF EMPLOYER CONTRIBUTIONS
Last 10 Fiscal Years

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Actuarially determined employer contribution	$ 4,672,991	$ 4,179,268	$ 3,682,652	$ 3,134,797	$ 2,574,518	$ 1,982,339	$ 1,706,208	$ 1,453,249	$ 1,210,082	$ 1,099,355
Actual employer contribution	4,672,991	4,179,268	3,682,652	3,134,797	2,574,518	1,982,339	1,706,208	1,453,249	1,210,082	1,099,355
Annual contribution deficiency (excess)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Covered payroll	$ 36,760,528	$ 32,932,227	$ 32,119,766	$ 28,415,317	$ 25,403,511	$ 22,014,597	$ 20,065,477	$ 17,140,563	$ 15,295,017	$ 12,840,904
Actual contributions as a % of covered payroll	12.71%	12.69%	11.47%	11.03%	10.13%	9.00%	8.50%	8.48%	7.91%	8.56%

NOTE: The amounts presented were determined as of September 30, the end of the City of Pensacola's fiscal year.

CITY OF PENSACOLA, FLORIDA
FLORIDA RETIREMENT SYSTEM PENSION PLAN
REQUIRED SUPPLEMENTARY INFORMATION

Notes to Schedule:

Method and assumptions used in calculations of actuarially determined contributions. The following actuarial methods and assumptions were used to determine contribution rates reported in the schedules:

	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2017	Fiscal Year 2016
Valuation Date	6/30/2025	6/30/2024	6/30/2023	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016
Actuarial Cost Method	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Ultimate Entry Age Normal	Individual Entry Age
Asset Valuation Method	Level Percentage Closed, Layered	Level Percentage Closed, Layered	Level Percentage Closed, Layered	Level Percentage Closed, Layered	Level Percentage Closed, Layered	Level Percentage Closed, Layered	Level Percentage Closed, Layered	Level Percentage Closed, Layered	Level Percentage Closed, Layered	Level Dollor Amount Closed
Asset Valuation Method	20 years	20 years	20 years	20 years	20 years	25 years	30 years	30 years	30 years	30 years
Actuarial Assumptions:										
Inflation	2.40%	2.40%	2.40%	2.40%	2.40%	2.40%	2.60%	2.60%	2.60%	2.60%
Salary increase	Varies	Varies	Varies	Varies	Varies	Varies	Varies	3.25%	3.25%	3.25%
Investment rate of return	6.70%	6.70%	6.70%	6.70%	7.00%	7.00%	6.90%	7.00%	7.10%	7.60%
Cost of living adjustments	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Mortality Rates	Generational PUB-2010 with Scale MP-2018	Generational PUB-2010 with Scale MP-2018	Generational PUB-2010 with Scale MP-2018	Generational PUB-2010 with Scale MP-2018	Generational PUB-2010 with Scale MP-2018	Generational PUB-2010 with Scale MP-2018	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables

NOTE: The amounts presented were determined as of June 30, the end of the State of Florida's fiscal year.

CITY OF PENSACOLA, FLORIDA
FRS RETIREE HEALTH INSURANCE SUBSIDY (HIS) PROGRAM
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
Fiscal Year

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
City's proportion of the HIS net pension liability (asset)	0.079678333%	0.074809327%	0.074430476%	0.070189581%	0.064240703%	0.055541371%	0.051069262%	0.047519167%	0.043820246%	0.041586882%
City's proportion of the HIS net pension liability (asset)	$ 10,212,726	$ 11,222,130	$ 11,820,551	$ 7,434,198	$ 7,880,088	$ 6,781,511	$ 5,714,139	$ 5,029,482	$ 4,685,463	$ 4,846,779
Covered payroll	$ 35,606,750	$ 31,667,900	$ 29,495,000	$ 25,584,699	$ 22,747,410	$ 19,281,404	$ 18,165,949	$ 15,524,948	$ 13,972,362	$ 12,840,904
City's pension liability as a percentage of covered payroll	28.7%	35.4%	40.1%	29.1%	34.6%	35.2%	31.5%	32.4%	33.5%	37.7%
Plan fiduciary net position as a percentage of the total pension liability	6.36%	4.80%	4.12%	4.81%	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%

NOTE: The amounts presented were determined as of June 30, the end of the State of Florida's fiscal year.

SCHEDULE OF EMPLOYER CONTRIBUTIONS
Last 10 Fiscal Years

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Actuarially determined employer contribution	$ 712,135	$ 633,358	$ 489,617	$ 424,706	$ 377,607	$ 320,059	$ 283,583	$ 262,412	$ 241,173	$ 221,345
Actual employer contribution	712,135	633,358	489,617	424,706	377,607	320,059	283,583	262,412	241,173	221,345
Annual contribution deficiency (excess)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Covered payroll	$ 37,424,116	$ 33,380,670	$ 31,229,539	$ 27,149,190	$ 24,148,144	$ 20,493,766	$ 18,244,421	$ 15,596,591	$ 14,039,291	$ 12,840,904
Actual contributions as a % of covered payroll	1.90%	1.90%	1.57%	1.56%	1.56%	1.56%	1.55%	1.68%	1.72%	1.72%

NOTE: The amounts presented were determined as of September 30, the end of the City of Pensacola's fiscal year.

CITY OF PENSACOLA, FLORIDA
FRS RETIREE HEALTH INSURANCE SUBSIDY (HIS) PROGRAM
REQUIRED SUPPLEMENTARY INFORMATION

Notes to Schedule:

Method and assumptions used in calculations of actuarially determined contributions. The following actuarial methods and assumptions were used to determine contribution rates reported in the schedules:

	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018	Fiscal Year 2017	Fiscal Year 2016
Valuation Date	6/30/2025	6/30/2024	6/30/2023	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016
Actuarial Cost Method	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age	Individual Entry Age
Asset Valuation Method	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value
Actuarial Assumptions:										
Inflation	2.40%	2.40%	2.40%	2.40%	2.40%	2.40%	2.60%	2.60%	2.60%	2.60%
Salary increase	3.50%	3.50%	3.25%	3.25%	Varies	Varies	Varies	3.25%	3.25%	3.25%
Discount rate	5.20%	3.93%	3.65%	3.54%	2.16%	2.21%	3.50%	3.87%	3.58%	2.85%
Cost of living adjustments	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Mortality Rates	Generational PUB-2010 with Projection Scale MP-2018	Generational PUB-2010 with Projection Scale MP-2018	Generational PUB-2010 with Projection Scale MP-2018	Generational PUB-2010 with Projection Scale MP-2018	Generational PUB-2010 with Projection Scale MP-2018	Generational PUB-2010 with Projection Scale MP-2018	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables	Generational RP-2000 with Projection Scale BB tables

NOTE: The amounts presented were determined as of June 30, the end of the State of Florida's fiscal year.

CITY OF PENSACOLA, FLORIDA
OTHER POSTEMPLOYMENT BENEFITS (OPEB)
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS

Fiscal Year

	2025	2024	2023	2022	2021	2020	2019	2018
Total OPEB liability								
Service Cost*	$ 167,539	167,004	$ 232,568	$ 223,125	$ 133,896	$ 91,439	$ 101,187	$ 87,688
Interest	367,999	399,282	373,467	380,268	593,862	977,708	895,230	798,393
Difference between Expected & Actual Experience	(4,154,517)	(108,278)	(5,052,820)	(130,766)	(5,711,095)	(5,486,957)	(392,192)	(368,076)
Changes in Assumptions or Other Inputs	695,219	479,088	(2,546,519)	160,291	1,074,050	2,968,014	(2,748,991)	5,416,699
Changes of benefit terms	-	-	-	-	642,604	-	-	-
Benefit payments	(384,838)	(379,089)	(427,813)	(453,204)	(485,747)	(610,816)	(351,400)	(329,792)
Net change in total OPEB liability	(3,308,598)	558,007	(7,421,117)	179,714	(3,752,430)	(2,060,612)	(2,496,166)	5,604,912
Total OPEB liability - beginning	11,479,196	10,921,189	18,342,306	18,162,592	21,915,023	23,975,635	26,471,801	20,866,889
Total OPEB liability - ending	**$** 8,170,598	11,479,196	**$** 10,921,189	**$** 18,342,306	**$** 18,162,593	**$** 21,915,023	**$** 23,975,635	$ 26,471,801
Covered-employee payroll**	47,940,326	40,714,189	40,714,189	34,492,658	34,492,658	27,368,943	26,571,789	23,130,270
City's total OPEB liability as a percentage of covered-employee payroll	17.04%	28.19%	26.82%	188.05%	189.91%	124.89%	110.83%	87.38%

*The service cost includes interest for the year.
**Covered payroll has been set to equal the covered payroll from the most recent valuation, for years following the valuation date, when no new valuation is performed.

Notes to Schedule:

Changes in benefit terms. There are no changes in benefit terms since the Prior Measurement Date.

Changes in assumptions. Changes in assumptions and other inputs reflect the effects in the discount rate each period. The following are the discount rates used in each period:

2018	3.43%	2022	2.06%
2019	4.13%	2023	3.72%
2020	2.74%	2024	3.26%
2021	2.12%	2025	4.08%

There are no assets accumulated in a trust that meets the criteria of GASB codification P22.101 or P52.101 to pay related benefits for the OPEB plan.

NOTE: Information is presented for those years in which information is available.

BUDGET TO ACTUAL SCHEDULES

MAJOR GOVERNMENTAL FUNDS

CITY OF PENSACOLA, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final Budget -
	Original	Final	Actual Amounts	Positive/(Negative)
Revenues:				
Taxes	$ 40,318,300	$ 40,318,300	$ 40,746,731	$ 428,431
Licenses and permits	150,200	176,088	222,030	45,942
Franchise fees	10,284,300	10,284,300	8,636,685	(1,647,615)
Intergovernmental	10,288,100	10,288,100	9,386,390	(901,710)
Charges for services	1,980,000	2,624,609	2,562,280	(62,329)
Fines and forfeits	441,100	441,100	879,802	438,702
Assessments		100,000	3,765	(96,235)
Interest income	2,285,200	2,285,200	1,779,644	(505,556)
Donations	189,000	189,000	218,653	29,653
Other	557,000	557,000	993,979	436,979
Total revenues	66,493,200	67,263,697	65,429,959	(1,833,738)
Expenditures:				
Current -				
General government	10,827,000	11,904,740	10,189,046	1,715,694
Public safety	43,917,600	45,303,782	44,759,039	544,743
Transportation	4,136,500	4,806,458	3,959,164	847,294
Culture and recreation	10,100,800	10,841,327	10,199,955	641,372
Economic environment	490,300	999,176	440,233	558,943
Physical environment		100,000	7,395	92,605
Human services	10,000	10,000		10,000
Capital outlay		1,159,618	987,613	172,005
Total expenditures	69,482,200	75,125,101	70,542,445	4,582,656
Excess (deficiency) of revenues over (under) expenditures	(2,989,000)	(7,861,404)	(5,112,486)	2,748,918
Other financing sources (uses):				
Transfers in	9,588,900	9,588,900	9,588,900	-
Transfers (out)	(8,450,200)	(8,450,200)	(8,450,019)	181
Sale of capital assets	50,000	50,000	67,234	17,234
Total other financing sources (uses)	1,188,700	1,188,700	1,206,115	17,415
Net change in fund balances	$ (1,800,300)	$ (6,672,704)	(3,906,371)	$ 2,766,333
Fund balances at beginning of year			32,151,734	
Fund balances at end of year			$ 28,245,363	

CITY OF PENSACOLA, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
HOUSING ASSISTANCE PAYMENTS FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final Budget - Positive/(Negative)
	Original	Final	Actual Amounts	
Revenues :				
Intergovernmental	$ 26,437,500	$ 28,539,141	$ 21,273,570	$ (7,265,571)
Interest income			54,152	54,152
Other	6,000	6,000	106,155	100,155
Total revenues	26,443,500	28,545,141	21,433,877	(7,111,264)
Expenditures :				
Current -				
Economic environment	26,829,500	28,948,063	21,518,081	7,429,982
Capital outlay	16,000	16,000		16,000
Total expenditures	26,845,500	28,964,063	21,518,081	7,445,982
Excess (deficiency) of revenues over (under) expenditures	(402,000)	(418,922)	(84,204)	334,718
Net change in fund balances	$ (402,000)	$ (418,922)	(84,204)	$ 334,718
Fund balances at beginning of year			2,102,725	
Fund balances at end of year			$ 2,018,521	

CITY OF PENSACOLA, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
COMMUNITY MARITIME PARK (CMP) MANAGEMENT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with Final Budget -
	Original	Final	Actual Amounts	Positive/(Negative)
Revenues:				
Charges for services	$ 910,900	$ 1,045,200	$ 837,601	$ (207,599)
Interest Income	100,000	100,000	459,471	359,471
Donations	111,000	111,000	186,363	75,363
Other	500	500	221	(279)
Total revenues	1,122,400	1,256,700	1,483,656	226,956
Expenditures:				
Current -				
Culture and recreation	1,177,900	1,361,190	1,321,437	39,753
Capital outlay				0
Total expenditures	1,177,900	1,361,190	1,321,437	39,753
Excess (deficiency) of revenues over (under) expenditures	(55,500)	(104,490)	162,219	266,709
Net change in fund balances	$ (55,500)	$ (104,490)	162,219	$ 266,709
Fund balances at beginning of year			1,957,198	
Fund balances at end of year			$ 2,119,417	

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

General Budget Policies

In accordance with the City Charter, the Mayor prepares and submits the annual budget and capital program to City Council. Once the budget is adopted by City Council, budget amendments are administered in accordance with Chapter 166.241, Florida Statutes, and the procedure established in the Financial Planning and Administration Policy adopted by City Council Resolution.

The Budget Policies outlined in the Financial Planning and Administration Policy allow the Mayor (or designee) to authorize budget amendments if the total appropriations of the fund are not changed. Specifically, the Mayor (or designee) shall have the authority to transfer appropriations between expenditure categories and between departments or programmatic activities except that amounts appropriated for capital outlay cannot be transferred to any other expenditure category provided no transfer shall be made from the appropriations that are contrary to Florida Law. Further, management has established budgetary control within each fund at the line-item level.

Authorized staff within each department may request budget amendments between line items or between departments within a fund subject to final determination by the Finance Director as the Mayor's designee.

Additionally, in accordance with Chapter 166.241, Florida Statutes, appropriations within a fund may only be decreased or increased by resolution with City Council approval. Expenditures for each fund may not legally exceed the total fund appropriation.

A legally adopted budget is employed as a control device for the General Fund, Special Revenue Funds, and Debt Service Funds. Enterprise, Capital Projects, and Internal Service Funds are budgeted on a limited non-GAAP basis for management control purposes.

Encumbrances

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the General, Special Revenue, and Capital Projects Funds. The budget for the subsequent year provides a re-appropriation of funds to complete transactions for outstanding encumbrances.

COMBINING FINANCIAL STATEMENTS

NONMAJOR GOVERNMENTAL FUNDS

INTERNAL SERVICE FUNDS

FIDUCIARY FUNDS

NONMAJOR GOVERNMENTAL FUNDS

Special Revenue Funds

Special revenue funds are used to account for specific revenues that are legally restricted to expenditures for particular purposes.

Special Grants Fund – to account for various private, state, and federal grant receipts and the expenditures thereof.

Local Option Gasoline Tax Fund - to account for the receipt and expenditures of gasoline tax revenue.

Community Development Block Grant Fund - to account for the community development block grant and the housing rehabilitation program federal grant receipts and the expenditures thereof.

Community Redevelopment Agency Fund - to account for the tax increment development receipts and expenditures thereof.

Stormwater Utility Fund – to account for the receipt and expenditures for the operating and maintenance activities related to stormwater.

Parking Fund – To account for the public parking services receipts and the expenditures thereof.

Code Enforcement Fund - To account for the receipts and expenditures from the code enforcement program and franchise fees. Typical expenditures are related to code enforcement and operations of the code enforcement division.

Law Enforcement Trust Fund - to account for proceeds from the sale of confiscated property. Expenditure of such funds is restricted to law enforcement purposes.

Natural Disaster Fund - to account for federal and state monies received and expended for disaster relief as a result of natural disasters.

Golf Course Fund - to account for the revenues and expenditures of the Osceola Golf Course and Pro Shop.

Eastside Tax Increment Financing District - to account for the tax increment revenues associated with programs and projects identified in Eastside Community Redevelopment Area.

Inspections Fund – to account for the revenues and expenditures of collections as regulated under Florida Statute 553 referred to as the 'Florida Building Code'.

Westside Tax Increment Financing District – to account for the tax increment revenues associated with programs and projects identified in Westside Community Redevelopment Area.

Recreation Fund – to account for the revenues and expenditures of recreation centers and athletic activities.

Tennis Fund – to account for the revenues and expenditures of the Roger Scott Tennis Center.

American Rescue Plan Act Fund – to account for federal monies received and expended for pandemic relief because of the Coronavirus..

Debt Service Fund

Debt service funds are used to account for resources accumulated and payments made for principal and interest on long-term debt of governmental funds.

CRA Debt Service Fund - to provide monies for payment of the Redevelopment Revenue Bond(s) financed with tax increment financing revenues derived from the Urban Core, Eastside and Westside Tax Increment Financing Districts.

Local Option Gas Tax Debt Service Fund – to provide monies for the payment of the 2016 Local Option Gas Tax Bond. Financing is provided from future Local Option Gasoline Tax proceeds.

Capital Projects Funds

Capital project funds are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary funds.

CRA 2017 Project Fund – a capital project fund that accounts for various community development projects within the Pensacola Inner City Community Redevelopment Area. Financing is provided by amounts received from the Eastside Redevelopment Revenue Bond, Series 2017, the Westside Redevelopment Revenue Bond, Series 2017 and the Urban Core Redevelopment Revenue Bond, Series 2017.

CRA 2019 Project Fund – a capital project fund that accounts for various community development projects within the Urban Core Redevelopment Area. Financing is provided by amounts received from the Urban Core Redevelopment Revenue Bond, Series 2019.

Stormwater Capital Fund – to account for the expenditures of stormwater improvements. Financing is provided by a transfer from the General Fund of matching receipts collected by the stormwater utility fee.

CITY OF PENSACOLA, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	Special Revenue Funds			
	Special Grants	Local Option Gasoline Tax	Community Development Block Grant	Community Redevelopment Agency
ASSETS				
Cash and cash equivalents	$ 63,127	$ 1,965,194	$	$ 6,447,504
Other cash				
Investments	60,014	1,868,289		6,129,569
Accrued Interest				
Accounts receivable				10,269
Due from other funds				
Due from other governments	6,787,276	132,551	187,231	
Prepaids and deposits				5,214
Inventory				
Notes receivable	400,915		183,143	
Lease Receivable				
Restricted assets				
Cash and cash equivalents				530,578
Investments				504,414
Total assets	$ 7,311,332	$ 3,966,034	$ 370,374	$ 13,627,548
LIABILITIES				
Accounts payable	$ 96,517	$	$ 14,602	$ 94,522
Contracts payable	575,544			34,849
Contracts payable - retainage	11,642			
Due to other funds	9,403		194,032	54,456
Due to other governments	58,841			
Compensated absences payable				
Unearned revenue	5,946,659			
Deposits				1,000
Total liabilities	6,698,606	-	208,634	184,827
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue	400,915		183,143	10,250
Related to leases				
Total deferred inflows of resources	400,915	-	183,143	10,250
FUND BALANCE (DEFICITS)				
Non-spendable				5,214
Restricted	6,328,736	3,966,034		9,129,121
Committed				
Assigned				4,298,136
Unassigned	(6,116,925)		(21,403)	
Total fund balances	211,811	3,966,034	(21,403)	13,432,471
Total liabilities, deferred inflows of resources and fund balances	$ 7,311,332	$ 3,966,034	$ 370,374	$ 13,627,548
Fund balances at end of year	$ 211,811	$ 3,966,034	$ (21,403)	$ 13,432,471

(continued)

CITY OF PENSACOLA, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	Special Revenue Funds			
	Stormwater Utility Fund	Parking Fund	Code Enforcment Fund	Law Enforcement Trust
ASSETS				
Cash and cash equivalents	$ 1,056,542	$ 990,260	$ 866,169	$ 258,629
Other cash				
Investments	1,004,443	941,429	823,457	245,876
Accrued Interest				
Accounts receivable			167,170	
Due from other funds				
Due from other governments	993			
Prepaids and deposits	9,885	1,867	2,670	
Inventory				
Notes receivable				
Lease Receivable				
Restricted assets				
Cash and cash equivalents				
Investments				
Total assets	$ 2,071,863	$ 1,933,556	$ 1,859,466	$ 504,505
LIABILITIES				
Accounts payable	$ 652,059	$ 50,561	$ 1,598	$
Contracts payable				
Contracts payable - retainage				
Due to other funds	71,302	30,879	42,936	
Due to other governments				
Compensated absences payable	9,502	8,998		
Unearned revenue				
Deposits				
Total liabilities	732,863	90,438	44,534	0
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue				
Related to leases				
Total deferred inflows of resources	-	-	-	-
FUND BALANCE (DEFICITS)				
Non-spendable	9,885	1,867	2,670	
Restricted	147,994	103,665		504,505
Committed	1,181,121			
Assigned		1,737,586	1,812,262	
Unassigned				
Total fund balances	1,339,000	1,843,118	1,814,932	504,505
Total liabilities, deferred inflows of resources and fund balances	$ 2,071,863	$ 1,933,556	$ 1,859,466	$ 504,505
Fund balances at end of year	$ 1,339,000	$ 1,843,118	$ 1,814,932	$ 504,505

(continued)

CITY OF PENSACOLA, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	Special Revenue Funds			
	Natural Disaster Fund	Golf Course Fund	Eastside Tax Increment Financing District	Inspections Fund
ASSETS				
Cash and cash equivalents	$	$ 241,152	$ 431,029	$ 1,123,136
Other cash				
Investments		229,260	409,774	1,067,752
Accrued Interest				
Accounts receivable		1,500		
Due from other funds				
Due from other governments	1,732,636			
Prepaids and deposits		21,031		
Inventory		6,659		
Notes receivable				
Lease Receivable				
Restricted assets				
Cash and cash equivalents	590,764			
Investments	561,633			
Total assets	$ 2,885,033	$ 499,602	$ 840,803	$ 2,190,888
LIABILITIES				
Accounts payable	$	$ 45,499	$ 13,110	$ 8,554
Contracts payable				
Contracts payable - retainage				
Due to other funds		13,702	2,181	73,135
Due to other governments				
Compensated absences payable				
Unearned revenue				
Deposits		6,923		33,841
Total liabilities	0	66,124	15,291	115,530
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue		1,500		
Related to leases				
Total deferred inflows of resources	-	1,500.00	-	-
FUND BALANCE (DEFICITS)				
Non-spendable		27,690		
Restricted	1,114,967	4,586	825,512	2,075,358
Committed				
Assigned	1,770,066	399,702		
Unassigned				
Total fund balances	2,885,033	431,978	825,512	2,075,358
Total liabilities, deferred inflows of resources and fund balances	$ 2,885,033	$ 499,602	$ 840,803	$ 2,190,888
Fund balances at end of year	$ 2,885,033	$ 431,978	$ 825,512	$ 2,075,358

(continued)

CITY OF PENSACOLA, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	Special Revenue Funds			
	Westside Tax Increment Financing District	Recreation Fund	Tennis Fund	American Rescue Plan Act Fund
ASSETS				
Cash and cash equivalents	$ 1,996,628	$ 370,709	$ 100,428	$ 1,928,209
Other cash				
Investments	1,898,171	352,429	95,476	1,833,126
Accrued Interest		192	187	
Accounts receivable		2,100		
Due from other funds		187,231		
Due from other governments				
Prepaids and deposits		1,868	9,355	
Inventory				
Notes receivable				
Lease Receivable		584,056	324,767	
Restricted assets				
Cash and cash equivalents				
Investments				
Total assets	$ 3,894,799	$ 1,498,585	$ 530,213	$ 3,761,335
LIABILITIES				
Accounts payable	$ 187,156	$ 20,889	$ 15,980	$
Contracts payable				432,676
Contracts payable - retainage				65,319
Due to other funds	4,174	3,279		
Due to other governments				
Compensated absences payable				
Unearned revenue				3,263,340
Deposits				
Total liabilities	191,330	24,168	15,980	3,761,335
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue		2,100		
Related to leases		552,818	328,839	
Total deferred inflows of resources	-	554,918	328,839	-
FUND BALANCE (DEFICITS)				
Non-spendable		1,868	9,355	
Restricted	3,703,469			
Committed				
Assigned		917,631	176,039	
Unassigned				
Total fund balances	3,703,469	919,499	185,394	-
Total liabilities, deferred inflows of resources and fund balances	$ 3,894,799	$ 1,498,585	$ 530,213	$ 3,761,335
Fund balances at end of year	$ 3,703,469	$ 919,499	$ 185,394	$ -

(continued)

CITY OF PENSACOLA, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	Debt Service Funds		Capital Projects Funds	
	CRA Debt Service	Local Option Gas Tax Debt Service	CRA 2017 Project Fund	CRA 2019 Project Fund
ASSETS				
Cash and cash equivalents	$	$	$ 1,929,320	$ 2,386,283
Other cash				
Investments			1,834,183	2,268,612
Accrued Interest				
Accounts receivable				
Due from other funds				
Due from other governments				
Prepaids and deposits				
Inventory				
Notes receivable				
Lease Receivable				
Restricted assets				
Cash and cash equivalents	2,100,462	780,743		
Investments	1,996,886	742,244		
Total assets	$ 4,097,348	$ 1,522,987	$ 3,763,503	$ 4,654,895
LIABILITIES				
Accounts payable	$	$	$ 52,301	$
Contracts payable			155,741	
Contracts payable - retainage				
Due to other funds				
Due to other governments				
Compensated absences payable				
Unearned revenue				
Deposits				
Total liabilities	-	-	208,042.00	-
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue				
Related to leases				
Total deferred inflows of resources	-	-	-	-
FUND BALANCE (DEFICITS)				
Non-spendable				
Restricted	4,097,348	1,522,987	3,555,461	4,654,895
Committed				
Assigned				
Unassigned				
Total fund balances	4,097,348	1,522,987	3,555,461	4,654,895
Total liabilities, deferred inflows of resources and fund balances	$ 4,097,348	$ 1,522,987	$ 3,763,503	$ 4,654,895
Fund balances at end of year	$ 4,097,348	$ 1,522,987	$ 3,555,461	$ 4,654,895

(continued)

CITY OF PENSACOLA, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	Capital Projects Funds	
	Stormwater Capital	Total Nonmajor Governmental Funds
ASSETS		
Cash and cash equivalents	$ 3,791,135	$ 25,945,454
Other cash		0
Investments	3,604,189	24,666,049
Accrued Interest		379
Accounts receivable		181,039
Due from other funds		187,231
Due from other governments		8,840,687
Prepaids and deposits		51,890
Inventory		6,659
Notes receivable		584,058
Lease Receivable		908,823
Restricted assets		
Cash and cash equivalents		4,002,547
Investments		3,805,177
Total assets	$ 7,395,324	$ 69,179,993
LIABILITIES		
Accounts payable	$ 19,057	$ 1,272,405
Contracts payable	391,177	1,589,987
Contracts payable - retainage	88,637	165,598
Due to other funds		499,479
Due to other governments		58,841
Compensated absences payable		18,500
Unearned revenue		9,209,999
Deposits		41,764
Total liabilities	498,871	12,856,573
DEFERRED INFLOWS OF RESOURCES		
Unavailable revenue		597,908
Related to leases		881,657
Total deferred inflows of resources	-	1,479,565
FUND BALANCE (DEFICITS)		
Non-spendable		58,549
Restricted	2,146,130	43,880,768
Committed	4,750,323	5,931,444
Assigned		11,111,422
Unassigned		(6,138,328)
Total fund balances	6,896,453	54,843,855
Total liabilities, deferred inflows of resources and fund balances	$ 7,395,324	$ 69,179,993
Fund balances at end of year	$ 6,896,453	$ 54,843,855

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Special Revenue Funds			
	Special Grants	Local Option Gasoline Tax	Community Development Block Grant	Community Redevelopment Agency
Revenues:				
Taxes	$	$ 1,427,119	$	$
Licenses and permits				
Intergovernmental	6,824,770		602,958	7,362,954
Charges for services				60,173
Fines and forfeits				
Interest income		42,756	1,279	582,380
Donations	702,804	3,046,132		
Other			20,581	16,850
Total revenues	7,527,574	4,516,007	624,818	8,022,357
Expenditures:				
Current -				
General government	250,038		646,221	4,545,393
Public safety	94,982			
Transportation	125,635	4,300		
Culture and recreation	698,640			
Economic environment	221,581			
Physical environment	262,492			
Capital outlay	5,817,947			267,196
Debt service -				
Principal retirement				
Interest				
Total expenditures	7,471,315	4,300	646,221	4,812,589
Excess (deficiency) of revenues over (under) expenditures	56,259	4,511,707	(21,403)	3,209,768
Other financing sources (uses):				
Transfers in				4,365,802
Transfers (out)		(1,461,852)		(3,573,718)
Sale of capital assets				
Total other financing sources (uses)	-	(1,461,852)	-	792,084
Net Change in fund balances	56,259	3,049,855	(21,403)	4,001,852
Fund balances at beginning of year, as previously presented	155,552	916,179	-	9,430,619
Fund balances at end of year	$ 211,811	$ 3,966,034	$ (21,403)	$ 13,432,471

(continued)

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Special Revenue Funds			
	Stormwater Utility Fund	Parking Fund	Code Enforcement Fund	Law Enforcement Trust
Revenues:				
Taxes	$	$	$	$
Licenses and permits		965		
Intergovernmental				
Charges for services	4,914,812	2,835,382	1,280,409	
Fines and forfeits	1,732		265,155	136,059
Interest income	540	63,786	562	17,651
Donations				
Other	5,490	725	8,624	
Total revenues	4,922,574	2,900,858	1,554,750	153,710
Expenditures:				
Current -				
General government				
Public safety				3,276
Transportation		1,975,860		
Culture and recreation				
Economic environment				
Physical environment	3,783,540		1,513,706	
Capital outlay	742,522	30,106	106,467	
Debt service -				
Principal retirement				
Interest				
Total expenditures	4,526,062	2,005,966	1,620,173	3,276
Excess (deficiency) of revenues over (under) expenditures	396,512	894,892	(65,423)	150,434
Other financing sources (uses):				
Transfers in				
Transfers (out)				
Sale of capital assets			9,533	
Total other financing sources (uses)	-	-	9,533	-
Net Change in fund balances	396,512	894,892	(55,890)	150,434
Fund balances at beginning of year, as previously presented	942,488	948,226	1,870,822	354,071
Fund balances at end of year	$ 1,339,000	$ 1,843,118	$ 1,814,932	$ 504,505

(continued)

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Special Revenue Funds			
	Natural Disaster Fund	Golf Course Fund	Eastside Tax Increment Financing District	Inspections Fund
Revenues:				
Taxes	$	$	$	$
Licenses and permits				2,640,405
Intergovernmental			339,647	
Charges for services		990,818		31,500
Fines and forfeits				10,386
Interest income	44	555	36,084	71,342
Donations				
Other				
Total revenues	44	991,373	375,731	2,753,633
Expenditures:				
Current -				
General government	7,359		423,419	
Public safety	127,633			2,594,482
Transportation	79,438			
Culture and recreation	65	1,178,256		
Economic environment				
Physical environment				
Capital outlay			19,911	
Debt service -				
Principal retirement				
Interest			15,000	
Total expenditures	214,495	1,178,256	458,330	2,594,482
Excess (deficiency) of revenues over (under) expenditures	(214,451)	(186,883)	(82,599)	159,151
Other financing sources (uses):				
Transfers in		200,000	220,194	
Transfers (out)			(85,310)	
Sale of capital assets				5,176
Total other financing sources (uses)	-	200,000	134,884	5,176
Net Change in fund balances	(214,451)	13,117	52,285	164,327
Fund balances at beginning of year, as previously presented	3,099,484	418,861	773,227	1,911,031
Fund balances at end of year	$ 2,885,033	$ 431,978	$ 825,512	$ 2,075,358

(continued)

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Special Revenue Funds			
	Westside Tax Increment Financing District	Recreation Fund	Tennis Fund	American Rescue Plan Act Fund
Revenues:				
Taxes	$	$	$	$
Licenses and permits				
Intergovernmental	1,433,007			3,464,522
Charges for services		1,116,943	172,902	
Fines and forfeits				
Interest income	155,511	46,512	13,002	
Donations		5		
Other		155		
Total revenues	1,588,518	1,163,615	185,904	3,464,522
Expenditures:				
Current -				
General government	837,880			1,299,488
Public safety				
Transportation				
Culture and recreation		980,174	184,543	
Economic environment				
Physical environment				
Capital outlay	266,970		29,240	2,165,034
Debt service -				
Principal retirement				
Interest				
Total expenditures	1,104,850	980,174	213,783	3,464,522
Excess (deficiency) of revenues over (under) expenditures	483,668	183,441	(27,879)	-
Other financing sources (uses):				
Transfers in	929,023			
Transfers (out)	(267,984)			
Sale of capital assets				
Total other financing sources (uses)	661,039	-	-	-
Net Change in fund balances	1,144,707	183,441	(27,879)	-
Fund balances at beginning of year, as previously presented	2,558,762	736,058	213,273	-
Fund balances at end of year	$ 3,703,469	$ 919,499	$ 185,394	$ -

(continued)

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Debt Service Funds		Capital Project Funds	
	CRA Debt Service	Local Option Gas Tax Debt Service	CRA 2017 Project Fund	CRA 2019 Project Fund
Revenues:				
Taxes		$	$	$
Licenses and permits				
Intergovernmental				
Charges for services				
Fines and forfeits				
Interest income	109,248	38,297	139,576	169,018
Donations				
Other				
Total revenues	109,248	38,297	139,576	169,018
Expenditures:				
Current -				
General government			170,619	
Public safety				
Transportation				
Culture and recreation				
Economic environment				
Physical environment				
Capital outlay			574,695	45,375
Debt service -				
Principal retirement	2,062,981	1,467,000		
Interest	2,044,466	68,616		
Total expenditures	4,107,447	1,535,616	745,314	45,375
Excess (deficiency) of revenues over (under) expenditures	(3,998,199)	(1,497,319)	(605,738)	123,643
Other financing sources (uses):				
Transfers in	3,927,012	1,461,852		
Transfers (out)				
Sale of capital assets				
Total other financing sources (uses)	3,927,012	1,461,852	-	-
Net Change in fund balances	(71,187)	(35,467)	(605,738)	123,643
Fund balances at beginning of year, as previously presented	4,168,535	1,558,454	4,161,199	4,531,252
Fund balances at end of year	4,097,348	$ 1,522,987	$ 3,555,461	$ 4,654,895

(continued)

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Capital Project Funds	Total
	Stormwater Capital	Governmental Funds
Revenues:		
Taxes	$	$ 1,427,119
Licenses and permits		2,641,370
Intergovernmental		20,027,858
Charges for services		11,402,939
Fines and forfeits		413,332
Interest income		1,488,143
Donations		3,748,941
Other		52,425
Total revenues	-	41,202,127
Expenditures:		
Current -		
General government		8,180,417
Public safety		2,820,373
Transportation		2,185,233
Culture and recreation		3,041,678
Economic environment		221,581
Physical environment	1,397,717	6,957,455
Capital outlay	1,641,857	11,707,320
Debt service -		
Principal retirement		3,529,981
Interest		2,128,082
Total expenditures	3,039,574	40,772,120
Excess (deficiency) of revenues over (under) expenditures	(3,039,574)	430,007
Other financing sources (uses):		
Transfers in	2,735,000	13,838,883
Transfers (out)		(5,388,864)
Sale of capital assets		14,709
Total other financing sources (uses)	2,735,000	8,464,728
Net Change in fund balances	(304,574)	8,894,735
Fund balances at beginning of year, as previously presented	7,201,027	45,949,120
Fund balances at end of year	$ 6,896,453	$ 54,843,855

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE–BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Special Grants			Local Option Gasoline Tax		
	Budget	Actual	Variance Positive/ (Negative)	Budget	Actual	Variance Positive/ (Negative)
Revenues:						
Taxes	$	$	$	$ 1,370,000	1,427,119	$ 57,119
Licenses and permits						
Intergovernmental	76,385,290	6,824,770	(69,560,520)			
Charges for services						
Fines and forfeits						
Interest income					42,756	42,756
Donations	2,914,366	702,804	(2,211,562)		3,046,132	3,046,132
Other						
Total revenues	79,299,656	7,527,574	(71,772,082)	1,370,000	4,516,007	3,146,007
Expenditures:						
Current -						
General government	7,296,214	250,038	7,046,176			
Public safety	1,375,406	94,982	1,280,424			
Transportation	416,436	125,635	290,801	4,300	4,300	-
Culture and recreation	1,405,598	698,640	706,958			
Economic environment	7,748,875	221,581	7,527,294			
Physical environment	2,134,119	262,492	1,871,627			
Human services						
Capital outlay	58,923,008	5,817,947	53,105,061			
Debt service -						
Principal retirement						
Interest						
Total expenditures	79,299,656	7,471,315	71,828,341	4,300	4,300	-
Excess (deficiency) of revenues over (under) expenditures	-	56,259	56,259	1,365,700	4,511,707	3,146,007
Other financing sources (uses):						
Transfers in						
Transfers (out)				(1,535,700)	(1,461,852)	73,848
Sale of capital assets						
Total other financing sources (uses)	-	-	-	(1,535,700)	(1,461,852)	73,848
Net Change in fund balances	$ -	56,259	$ 56,259	$ (170,000)	3,049,855	$ 3,219,855
Fund balances at beginning of year		155,552			916,179	
Fund balances at end of year		$ 211,811			$ 3,966,034	

(continued)

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE–BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Community Development Block Grant			Community Redevelopment Fund		
	Budget	Actual	Variance Positive/ (Negative)	Budget	Actual	Variance Positive/ (Negative)
Revenues:						
Taxes	$	$	$	$	$	$
Licenses and permits						
Intergovernmental	2,796,385	602,958	(2,193,427)	7,363,000	7,362,954	(46)
Charges for services				16,000	60,173	44,173
Fines and forfeits						
Interest income		1,279	1,279		582,380	582,380
Donations						
Other		20,581	20,581		16,850	16,850
Total revenues	2,796,385	624,818	(2,171,567)	7,379,000	8,022,357	643,357
Expenditures:						
Current -						
General government	2,796,385	646,221	2,150,164	13,180,544	4,545,393	8,635,151
Public safety						
Transportation						
Culture and recreation						
Economic environment						
Physical environment						
Human services						
Capital outlay				3,407,077	267,196	3,139,881
Debt service -						
Principal retirement						
Interest						
Total expenditures	2,796,385	646,221	2,150,164	16,587,621	4,812,589	11,775,032
Excess (deficiency) of revenues over (under) expenditures	-	(21,403)	(21,403)	(9,208,621)	3,209,768	12,418,389
Other financing sources (uses):						
Transfers in				4,365,900	4,365,802	98
Transfers (out)				(4,587,900)	(3,573,718)	1,014,182
Sale of capital assets						
Total other financing sources (uses)	-	-	-	(222,000)	792,084	1,014,280
Net Change in fund balances	$ -	(21,403)	$ (21,403)	$ (9,430,621)	4,001,852	$ 13,432,669
Fund balances at beginning of year		-			9,430,619	
Fund balances at end of year		$ (21,403)			$ 13,432,471	

(continued)

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE–BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Stormwater Utility Fund			Parking Fund		
	Budget	Actual	Variance Positive/ (Negative)	Budget	Actual	Variance Positive/ (Negative)
Revenues:						
Taxes	$	$	$	$	$	$
Licenses and permits					965	965
Intergovernmental						
Charges for services	5,265,400	4,914,812	(350,588)	1,648,600	2,835,382	1,186,782
Fines and forfeits	5,000	1,732	(3,268)			
Interest income		540	540		63,786	63,786
Donations						
Other		5,490	5,490	100	725	625
Total revenues	5,270,400	4,922,574	(347,826)	1,648,700	2,900,858	1,252,158
Expenditures:						
Current -						
General government						
Public safety						
Transportation				2,066,827	1,975,860	90,967
Culture and recreation						
Economic environment						
Physical environment	4,489,205	3,783,540	705,665			
Human services						
Capital outlay	818,695	742,522	76,173	59,701	30,106	29,595
Debt service -						
Principal retirement						
Interest						
Total expenditures	5,307,900	4,526,062	781,838	2,126,528	2,005,966	120,562
Excess (deficiency) of revenues over (under) expenditures	(37,500)	396,512	434,012	(477,828)	894,892	1,372,720
Other financing sources (uses):						
Transfers in						
Transfers (out)						
Sale of capital assets						
Total other financing sources (uses)	-	-	-	-	-	-
Net Change in fund balances	$ (37,500)	396,512	$ 434,012	$ (477,828)	894,892	$ 1,372,720
Fund balances at beginning of year		942,488			948,226	
Fund balances at end of year		$ 1,339,000			$ 1,843,118	

(continued)

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE–BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Code Enforcement Fund			Law Enforcement Trust		
	Budget	Actual	Variance Positive/ (Negative)	Budget	Actual	Variance Positive/ (Negative)
Revenues:						
Taxes	$	$	$	$	$	$
Licenses and permits						
Intergovernmental						
Charges for services	1,399,200	1,280,409	(118,791)			
Fines and forfeits	205,000	265,155	60,155	6,715	136,059	129,344
Interest income		562	562		17,651	17,651
Donations						
Other		8,624	8,624			
Total revenues	1,604,200	1,554,750	(49,450)	6,715	153,710	146,995
Expenditures:						
Current -						
General government						
Public safety				109,314	3,276	106,038
Transportation						
Culture and recreation						
Economic environment						
Physical environment	1,874,183	1,513,706	360,477			
Human services						
Capital outlay	110,000	106,467	3,533	284,309		284,309
Debt service -						
Principal retirement						
Interest						
Total expenditures	1,984,183	1,620,173	364,010	393,623	3,276	390,347
Excess (deficiency) of revenues over (under) expenditures	(379,983)	(65,423)	314,560	(386,908)	150,434	537,342
Other financing sources (uses):						
Transfers in						
Transfers (out)						
Sale of capital assets		9,533	9,533			
Total other financing sources (uses)	-	9,533	9,533	-	-	-
Net Change in fund balances	$ (379,983)	(55,890)	$ 324,093	$ (386,908)	150,434	$ 537,342
Fund balances at beginning of year		1,870,822			354,071	
Fund balances at end of year		$ 1,814,932			$ 504,505	

(continued)

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE–BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Natural Disaster Fund			Golf Course Fund		
	Budget	Actual	Variance Positive/ (Negative)	Budget	Actual	Variance Positive/ (Negative)
Revenues:						
Taxes	$	$	$	$	$	$
Licenses and permits						
Intergovernmental	3,946,895		(3,946,895)			
Charges for services				936,400	990,818	54,418
Fines and forfeits						
Interest income		44	44		555	555
Donations						
Other						
Total revenues	3,946,895	44	(3,946,851)	936,400	991,373	54,973
Expenditures:						
Current -						
General government	3,086,504	7,359	3,079,145			
Public safety	127,638	127,633	5			
Transportation	541,815	79,438	462,377			
Culture and recreation	42,039	65	41,974	1,201,030	1,178,256	22,774
Economic environment	148,899		148,899			
Physical environment						
Human services						
Capital outlay						
Debt service -						
Principal retirement						
Interest						
Total expenditures	3,946,895	214,495	3,732,400	1,201,030	1,178,256	22,774
Excess (deficiency) of revenues over (under) expenditures	-	(214,451)	(214,451)	(264,630)	(186,883)	77,747
Other financing sources (uses):						
Transfers in				200,000	200,000	-
Transfers (out)						
Sale of capital assets						
Total other financing sources (uses)	-	-	-	200,000	200,000	-
Net Change in fund balances	$ -	(214,451)	$ (214,451)	$ (64,630)	13,117	$ 77,747
Fund balances at beginning of year		3,099,484			418,861	
Fund balances at end of year		$ 2,885,033			$ 431,978	

(continued)

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE–BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Eastside Tax Increment Financing District			Inspections Fund		
	Budget	Actual	Variance Positive/ (Negative)	Budget	Actual	Variance Positive/ (Negative)
Revenues:						
Taxes	$	$	$	$	$	$
Licenses and permits				2,683,900	2,640,405	(43,495)
Intergovernmental	339,700	339,647	(53)			
Charges for services				25,000	31,500	6,500
Fines and forfeits					10,386	10,386
Interest income		36,084	36,084		71,342	71,342
Donations						
Other						
Total revenues	339,700	375,731	36,031	2,708,900	2,753,633	44,733
Expenditures:						
Current -						
General government	1,207,833	423,419	784,414			
Public safety				2,708,900	2,594,482	114,418
Transportation						
Culture and recreation						
Economic environment						
Physical environment						
Human services						
Capital outlay	20,393	19,911	482			
Debt service -						
Principal retirement						
Interest	15,000	15,000	-			
Total expenditures	1,243,226	458,330	784,896	2,708,900	2,594,482	114,418
Excess (deficiency) of revenues over (under) expenditures	(903,526)	(82,599)	820,927	-	159,151	159,151
Other financing sources (uses):						
Transfers in	220,200	220,194	(6)			
Transfers (out)	(89,900)	(85,310)	4,590			
Sale of capital assets					5,176	5,176
Total other financing sources (uses)	130,300	134,884	4,584	-	5,176	5,176
Net Change in fund balances	$ (773,226)	52,285	$ 825,511	$ -	164,327	$ 164,327
Fund balances at beginning of year		773,227			1,911,031	
Fund balances at end of year		$ 825,512			$ 2,075,358	

(continued)

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE–BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Westside Tax Increment Financing District			Recreation Fund		
	Budget	Actual	Variance Positive/ (Negative)	Budget	Actual	Variance Positive/ (Negative)
Revenues:						
Taxes	$	$	$	$	$	$
Licenses and permits						
Intergovernmental	1,433,100	1,433,007	(93)			
Charges for services				973,100	1,116,943	143,843
Fines and forfeits						
Interest income		155,511	155,511		46,512	46,512
Donations					5	5
Other					155	155
Total revenues	1,433,100	1,588,518	155,418	973,100	1,163,615	190,515
Expenditures:						
Current -						
General government	4,352,996	837,880	3,515,116			
Public safety						
Transportation						
Culture and recreation				1,003,832	980,174	23,658
Economic environment						
Physical environment						
Human services						
Capital outlay	291,165	266,970	24,195			
Debt service -						
Principal retirement						
Interest						
Total expenditures	4,644,161	1,104,850	3,539,311	1,003,832	980,174	23,658
Excess (deficiency) of revenues over (under) expenditures	(3,211,061)	483,668	3,694,729	(30,732)	183,441	214,173
Other financing sources (uses):						
Transfers in	929,100	929,023	(77)			
Transfers (out)	(279,800)	(267,984)	11,816			
Sale of capital assets						
Total other financing sources (uses)	649,300	661,039	11,739	-	-	-
Net Change in fund balances	$ (2,561,761)	1,144,707	$ 3,706,468	$ (30,732)	183,441	$ 214,173
Fund balances at beginning of year		2,558,762			736,058	
Fund balances at end of year		$ 3,703,469			$ 919,499	

(continued)

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE–BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Tennis Fund			American Rescue Plan Act Fund		
	Budget	Actual	Variance Positive/ (Negative)	Budget	Actual	Variance Positive/ (Negative)
Revenues:						
Taxes	$	$	$	$	$	$
Licenses and permits						
Intergovernmental				6,875,341	3,464,522	(3,410,819)
Charges for services	135,000	172,902	37,902			
Fines and forfeits						
Interest income		13,002	13,002			
Donations						
Other						
Total revenues	135,000	185,904	50,904	6,875,341	3,464,522	(3,410,819)
Expenditures:						
Current -						
General government				2,702,221	1,299,488	1,402,733
Public safety						
Transportation						
Culture and recreation	186,773	184,543	2,230			
Economic environment						
Physical environment						
Human services						
Capital outlay	73,456	29,240	44,216	4,173,120	2,165,034	2,008,086
Debt service -						
Principal retirement						
Interest						
Total expenditures	260,229	213,783	46,446	6,875,341	3,464,522	3,410,819
Excess (deficiency) of revenues over (under) expenditures	(125,229)	(27,879)	97,350	-	-	-
Other financing sources (uses):						
Transfers in						
Transfers (out)						
Sale of capital assets						
Total other financing sources (uses)	-	-	-	-	-	-
Net Change in fund balances	$ (125,229)	(27,879)	$ 97,350	$ -	-	$ -
Fund balances at beginning of year		213,273			-	
Fund balances at end of year		$ 185,394			$ -	

(continued)

CITY OF PENSACOLA, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE–BUDGET AND ACTUAL (GAAP BASIS)
NONMAJOR DEBT SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	CRA Debt Service Fund			Local Option Gas Tax Debt Service		
	Budget	Actual	Variance Positive/ (Negative)	Budget	Actual	Variance Positive/ (Negative)
Revenues:						
Taxes	$	$	$	$	$	$
Licenses and permits						
Intergovernmental						
Charges for services						
Fines and forfeits						
Interest income		109,248	109,248		38,297	38,297
Donations						
Other						
Total revenues	-	109,248	109,248	-	38,297	38,297
Expenditures:						
Current -						
General government						
Public safety						
Transportation						
Culture and recreation						
Economic environment						
Physical environment						
Human services						
Capital outlay						
Debt service -						
Principal retirement	2,913,100	2,062,981	850,119	1,467,000	1,467,000	-
Interest	2,044,500	2,044,466	34	68,700	68,616	84
Total expenditures	4,957,600	4,107,447	850,153	1,535,700	1,535,616	84
Excess (deficiency) of revenues over (under) expenditures	(4,957,600)	(3,998,199)	959,401	(1,535,700)	(1,497,319)	38,381
Other financing sources (uses):						
Transfers in	4,957,600	3,927,012	(1,030,588)	1,535,700	1,461,852	(73,848)
Transfers (out)						
Sale of capital assets						
Total other financing sources (uses)	4,957,600	3,927,012	(1,030,588)	1,535,700	1,461,852	(73,848)
Net Change in fund balances	$ -	(71,187)	$ (71,187)	$ -	(35,467)	$ (35,467)
Fund balances at beginning of year		4,168,535			1,558,454	
Fund balances at end of year		$ 4,097,348			$ 1,522,987	

INTERNAL SERVICE FUNDS

Internal service funds are used to account for the financing of goods or services provided by one department to other departments of the government on a cost-reimbursement basis.

General Stock Account - to account for the cost of operating a central warehouse facility used by other City departments. Material purchases are recovered from the users.

Insurance Retention Fund - to account for the City's self-insurance program.

Central Services Fund - to account for the operation of the City Mail Room, Management Information Services, Engineering, and City Garage Facilities.

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2025

	General Stock Account	Insurance Retention Fund	Central Services Fund	Total
ASSETS				
Current assets:				
Cash and cash equivalents	$ 2,068	$ 1,933,378	$ 1,487,983	$ 3,423,429
Investments	1,965	1,838,040	1,414,609	3,254,614
Accounts receivable (net)		395,160		395,160
Prepaid expenses		394,208	47,542	441,750
Inventory	1,229,337			1,229,337
Total current assets	1,233,370	4,560,786	2,950,134	8,744,290
Noncurrent assets:				
Prepaid expense				
Restricted assets				
Cash and cash equivalents		4,196,674		4,196,674
Investments		3,989,732		3,989,732
Capital assets				
Depreciable (net)			2,316,931	2,316,931
Intangible right-to-use asset (net)			587,689	587,689
Total noncurrent assets	-	8,186,406	2,904,620	11,091,026
DEFERRED OUTFLOWS OF RESOURCES				
Deferred pension		181,854	1,064,204	1,246,058
Deferred OPEB		10,458	99,624	110,082
Total deferred outflows of resources	-	192,312	1,163,828	1,356,140
Total assets and deferred outflows	$ 1,233,370	$ 12,939,504	$ 7,018,582	$ 21,191,456
LIABILITIES				
Current liabilities:				
Accounts payable	$	$ 171,953	$ 112,312	$ 284,265
Contracts payable			16,012	16,012
Contracts payable - retainage				-
Accrued interest payable			9,797	9,797
Due to other funds	370,000	35,977	215,463	621,440
Compensated absences payable			4,961	4,961
Claims and judgments payable		2,265,943		2,265,943
SBITA payable			433,904	433,904
Unearned revenue				-
Deposits		28,040		28,040
OPEB Liability		1,655	19,442	21,097
Total current liabilities	370,000	2,503,568	811,891	3,685,459
Noncurrent liabilities:				
Compensated absences payable		70,771	454,388	525,159
Claims and judgments payable		1,535,143		1,535,143
SBITA payable				0
Net pension liability		520,368	3,354,544	3,874,912
OPEB liability		33,481	393,352	426,833
Total noncurrent liabilities	-	2,159,763	4,202,284	6,362,047
Total liabilities	370,000	4,663,331	5,014,175	10,047,506
DEFERRED INFLOWS OF RESOURCES				
Deferred pension		63,143	429,908	493,051
Deferred OPEB		79,402	608,203	687,605
Total deferred inflows of resources	-	142,545	1,038,111	1,180,656
NET POSITION				
Net investment in capital assets			2,454,704	2,454,704
Unrestricted	863,370	8,133,628	(1,488,408)	7,508,590
Total net position	863,370	8,133,628	966,296	9,963,294
Total liabilities and net position	$ 1,233,370	$ 12,939,504	$ 7,018,582	$ 21,191,456

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	General Stock Account	Insurance Retention Fund	Central Services Fund	Total
Operating revenues:				
Charges for services	$	$	$ 8,639,575	$ 8,639,575
Health		14,347,626		14,347,626
Dental		372,451		372,451
Vision		68,553		68,553
Life		321,989		321,989
Survivor disability		199,737		199,737
Liability		8,071,558		8,071,558
Other		11,408	68,042	79,450
Total operating revenues	-	23,393,322	8,707,617	32,100,939
Operating expenses:				
Salaries and employee benefits		802,144	4,765,915	5,568,059
Materials and supplies		6,988	249,664	256,652
Repairs and maintenance		240	224,899	225,139
Contractual services		118,153	2,110,160	2,228,313
Office and utilities		864,905	589,865	1,454,770
Premiums and claims expense -				
General liability		4,933,955		4,933,955
Workmen's compensation		968,868		968,868
Auto		410,212		410,212
Health		13,958,557		13,958,557
Dental		381,707		381,707
Vision		69,181		69,181
Life		336,942		336,942
Survivor disability		145,984		145,984
Total operating expenses before depreciation and amortization	-	22,997,836	7,940,503	30,938,339
Operating income (loss) before depreciation and amortization	-	395,486	767,114	1,162,600
Depreciation and amortization			903,755	903,755
Operating income (loss)	-	395,486	(136,641)	258,845
Nonoperating revenues (expenses):				
Gain (loss) on disposal of fixed assets			2,313	2,313
Interest expense			(17,879)	(17,879)
Investment interest		296,843		296,843
Total nonoperating revenues (expenses)	-	296,843	(15,566)	281,277
Income (loss) before transfers:	-	692,329	(152,207)	540,122
Transfers:				
Contributed capital from other funds			14,425	14,425
Transfers in				0
Transfers (out)		(13,863)	(138,812)	(152,675)
Total transfers	-	(13,863.00)	(124,387)	(138,250)
Change in net position	-	678,466	(276,594)	401,872
Net position at beginning of year	863,370	7,455,162	1,242,890	9,561,422
Net position at end of year	$ 863,370	$ 8,133,628	$ 966,296	$ 9,963,294

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	General Stock Account	Insurance Retention Fund	Central Services Fund	Total
Cash flows from operating activities:				
Cash received from customers	$	$ 18,556,858	$ 8,707,617	$ 27,264,475
Cash received from other funds	144,447	4,707,270	(3,590,531)	1,261,186
Cash payments to suppliers for goods and services	(144,147)	(21,928,723)	(5,050,624)	(27,123,494)
Cash payments to employees for services		(861,747)		(861,747)
Net cash provided by (used for) operating activities	300	473,658	66,462	540,420
Cash flows from noncapital financing activities:				
Net transfers				-
Net cash provided by (used for) noncapital financing activities	-	-	-	-
Cash flows from capital and related financing activities:				
Acquisition of capital assets		(13,863)	(327,722)	(341,585)
Proceeds from sale of assets			2,439	2,439
Interest paid on lease/SBITA			(27,558)	(27,558)
Net cash provided by (used for) capital and related financing activities	-	(13,863)	(352,841)	(366,704)
Cash flows from investing activities:				
Sale (purchase) of investments	119	424,987	365,548	790,654
Interest on investments		296,843		296,843
Net cash provided by (used for) investing activities	119	721,830	365,548	1,087,497
Net increase (decrease) in cash and cash equivalents	419	1,181,625	79,169	1,261,213
Cash and cash equivalents at beginning of year	1,649	4,948,427	1,408,814	6,358,890
Cash and cash equivalents of end of year	$ 2,068	$ 6,130,052	$ 1,487,983	$ 7,620,103

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
RECONCILIATION OF OPERATING INCOME TO NET CASH
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	General Stock Account	Insurance Retention Fund	Central Services Fund	Total
Operating income (loss)	$	$ 395,486	$ (136,641)	$ 258,845
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:				
Depreciation			903,755	903,755
Change in assets and liabilities:				
(Increase) decrease in accounts receivable		(139,818)		(139,818)
(Increase) decrease in inventory	144,447			144,447
(Increase) decrease in due from other funds				0
(Increase) decrease in prepaid expenses		18,279	(11,295)	6,984
Increase (decrease) in accounts payable	(4,147)	89,600	65,059	150,512
Increase (decrease) in contracts payable		(23,000)	(10,601)	(33,601)
Increase (decrease) in due to other funds	(140,000)	4,562	46,602	(88,836)
Increase (decrease) in deposits		10,624		10,624
Increase (decrease) in claims and judgments		182,090		182,090
Increase (decrease) in deferred revenue				0
Increase (decrease) in SBITA			(469,707)	(469,707)
Increase (decrease) in compensated absences		(784)	76,530	75,746
Increase (decrease) in net OPEB obligation		(15,886)	(108,931)	(124,817)
Increase (decrease) in net pension liability		(47,495)	(288,309)	(335,804)
Net cash provided by (used for) operating activities	$ 300	$ 473,658	$ 66,462	$ 540,420

Noncash investing, capital, and financing activities:

	General Stock Account	Insurance Retention Fund	Central Services Fund	Total
Transfer capital asset from other funds	$	$	$ 14,425	$ 14,425
Transfer capital asset to other funds	$	$ (13,862)	$ (138,813)	$ (152,675)

FIDUCIARY FUNDS

Fiduciary funds are trust funds used to account for assets held by the City in a trustee capacity for individuals, other governmental units and/or other funds.

PENSION TRUST FUNDS

Pension Trust Funds account for financial operations of the City's three pension plans.

General Pension and Retirement Fund – to account for the accumulation of resources to be used for pension and retirement payments for substantially all City employees except for those in the Fire and Police Pension Funds. Resources are contributed by employees and the City at actuarially determined rates. On June 18, 2007 the City's General Pension and Retirement Plan was closed to all new employees. Existing participants were given the option to participate in the Florida Retirement System or remain in the City's General Pension and Retirement Plan.

Firefighter's Relief and Pension Fund – to account for the accumulation of resources to be used for pension and retirement payments for all firefighters. Resources are contributed by employees and the City at actuarially determined rates.

Police Officer's Retirement Fund – to account for the accumulation of resources to be used for pension and retirement payments for all police officers. Resources are contributed by employees and the City at actuarially determined rates. On January 1, 2013 the City's Police Officers' Retirement Fund was closed to all new employees. Existing participants were given the option to participate in the Florida Retirement System or remain in the City's Police Officers' Retirement Fund.

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2025

	General Pension and Retirement Fund	Firefighter's Relief and Pension Fund	Police Officers' Retirement Fund	Total Pension Trust Funds
ASSETS				
Other cash	$ 100,983	$ 295,026	$ 660,407	$ 1,056,416
Receivables:				
Employer	193	358	294	845
Employee	10,594	39,300	15,292	65,186
Private trust funds			114,986	114,986
Due from other governments		184,112		184,112
Total receivables	10,787	223,770	130,572	365,129
Investments :				
Short term investments	2,385,241	1,783,915	1,677,170	5,846,326
Debt Securities & Bond Mutual Funds	54,749,913	31,058,289	22,047,196	107,855,398
Convertible Corporate Bonds	10,270,917	11,119,443		21,390,360
Stock Mutual Funds	9,563,621	27,028,902		36,592,523
Mortgage Backed Securities	5,116,989	13,741,125	11,665,808	30,523,922
Commingled Trust Fund	7,220,254	8,589,142	23,236,541	39,045,937
Domestic Stocks	43,183,570	39,131,794	69,285,027	151,600,391
Preferred Stocks	1,021,312	1,131,578		2,152,890
Foreign Stocks	19,363,909	2,635,329	16,340,159	38,339,397
Total investments	152,875,726	136,219,517	144,251,901	433,347,144
Total assets	$ 152,987,496	$ 136,738,313	$ 145,042,880	$ 434,768,689
LIABILITIES				
Accounts payable	$ 130,216	$ 135,102	$ 77,647	$ 342,965
Total liabilities	130,216	135,102	77,647	342,965
NET POSITION				
Restricted for pension benefits	$ 152,857,280	$ 136,603,211	$ 144,965,233	$ 434,425,724

CITY OF PENSACOLA, FLORIDA
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	General Pension and Retirement Fund	Firefighter's Relief and Pension Fund	Police Officers' Retirement Fund	Total Pension Trust Funds
Additions:				
Contributions - city	$ 6,156,005	$ 1,729,579	$ 2,917,539	$ 10,803,123
Contributions - employee	231,277	848,642	204,774	1,284,693
Commission recapture	133	53		186
Insurance proceeds - State of Florida		1,011,081	911,016	1,922,097
Total contributions	6,387,415	3,589,355	4,033,329	14,010,099
Investment income				
Net appreciation/(loss) in fair value of investments	4,668,541	5,830,572	10,728,163	21,227,276
Interest and dividends	6,218,996	3,535,413	3,483,932	13,238,341
	10,887,537	9,365,985	14,212,095	34,465,617
Less investment expense	713,576	671,576	439,322	1,824,474
Net investment income	10,173,961	8,694,409	13,772,773	32,641,143
Total additions	16,561,376	12,283,764	17,806,102	46,651,242
Deductions:				
Pensions paid - employees	10,848,957	8,192,691	7,481,873	26,523,521
Pensions paid - widows	2,227,617	1,174,041	894,450	4,296,108
Pensions paid - children				-
Refunds to employees		87,443		87,443
Deferred retirement option plan	260,457		11,882	272,339
Health insurance assistance	82,852			82,852
Administrative expenses	150,579	138,586	138,531	427,696
Total deductions	13,570,462	9,592,761	8,526,736	31,689,959
Change in net position	2,990,914	2,691,003	9,279,366	14,961,283
Net position restricted for pension benefits:				
Beginning of year	149,866,366	133,912,208	135,685,867	419,464,441
End of year	$ 152,857,280	$ 136,603,211	$ 144,965,233	$ 434,425,724

STATISTICAL SECTION

This part of the City of Pensacola's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the city's overall financial health.

Financial Trends - These schedules contain trend information to help the reader understand how the city's financial performance and well-being have changed over time.

Revenue Capacity - These schedules contain information to help the reader assess the factors affecting the city's ability to generate its property, sales taxes, and utility revenue.

Debt Capacity - These schedules present information to help the reader assess the affordability of the city's current levels of outstanding debt and the city's ability to issue additional debt in the future. Note the city has no general obligation debt.

Demographic and Economic Information - These schedules offer demographic and economic indicators to help the reader understand the environment within which the city's financial activities take place and to help make a comparison over time and with other governments.

Operating Information - These schedules contain information about the city's operations and resources to help the reader understand how the city's financial information relates to the services the city provides and the activities it performs.

Sources: *Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.*

FINANCIAL TRENDS

CITY OF PENSACOLA, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Expenses										
Governmental activities:										
General Government	$ 10,675,142	$ 13,421,994	$ 12,382,833	$ 12,101,937	$ 14,024,575	$ 12,380,195	$ 18,281,895	$ 18,703,847	$ 19,344,410	$ 20,291,171
Public safety	32,478,560	41,001,683	37,978,435	36,484,101	40,407,906	33,074,865	30,403,609	47,513,896	52,945,798	49,805,464
Transportation	4,051,784	2,896,355	4,057,926	5,333,798	6,768,664	7,746,788	8,616,365	9,579,297	9,986,044	11,898,571
Culture and recreation	13,467,494	13,651,877	13,787,334	14,315,481	14,374,666	16,196,710	18,695,537	17,947,317	18,058,922	20,169,647
Economic environment	16,502,619	17,947,509	18,318,018	16,877,887	17,914,891	18,373,202	18,189,837	19,906,544	21,209,080	22,072,225
Physical environment	3,146,051	4,218,895	4,033,681	5,524,973	7,903,072	13,195,272	5,331,122	8,444,383	7,526,155	9,526,728
Human services	30,000	30,000	30,000	14,492,331 (b)	9,453,927	30,000	21,666			
Unallocated depreciation	3,898,568	4,139,867	2,025,235	1,917,285	1,797,534	1,716,378	1,682,419	1,638,021	1,623,010	1,657,170
Interest on long-term debt	5,139,876	4,514,339	4,324,860	5,953,180	3,144,298	2,909,320	2,726,705	2,589,840	2,449,522	2,305,726
Total governmental activities expenses	89,390,094	101,822,519	96,938,322	113,000,973	115,789,533	105,622,730	103,949,155	126,323,145	133,142,941	137,726,702
Business-type activities:										
Utility	31,136,870	33,575,070	34,940,330	34,105,382	31,835,300	32,896,169	55,485,713	50,567,655	40,695,251	61,144,467
Sanitation	6,883,649	7,385,517	6,901,117	7,488,155	7,805,854	7,884,591	8,030,569	8,778,303	8,065,647	7,727,525
Port	2,601,580	2,869,779	2,615,462	2,713,331	3,521,004	3,070,577	3,785,115	3,598,499	3,701,417	3,819,236
Airport	25,085,705	25,102,535	26,533,722	28,606,833	28,398,131	26,204,842	28,985,668	33,370,793	39,275,667	38,947,203
Total business-type activities expenses	65,707,804	68,932,901	70,990,631	72,913,701	71,560,289	70,056,179	96,287,065	96,315,250	91,737,982	111,638,431
Total primary government expenses	$ 155,097,898	$ 170,755,420	$ 167,928,953	$ 185,914,674	$ 187,349,822	$ 175,678,909	$ 200,236,220	$ 222,638,395	$ 224,880,923	$ 249,365,133
Program Revenues										
Governmental activities:										
Charges for Services:										
General Government	$ 540,401	$ 492,954	$ 296,437	$ 286,817	$ 1,220,454	$ 261,078	$ 153,200	$ 316,530	$ 378,339	$ 337,942
Public safety	2,165,304	2,434,239	2,191,063	2,553,611	2,584,504	3,856,136	3,846,061	3,877,867	3,289,626	4,874,228
Transportation	722,452	808,801	695,121	738,270	967,281	1,817,144	2,128,911	2,080,499	2,710,873	4,311,925
Culture and recreation	3,064,679	2,996,558	2,826,837	2,777,016	1,749,952	2,605,833	2,647,772	2,941,634	2,655,130	3,286,188
Physical environment	2,785,085	2,713,930	2,779,337	2,845,664	2,845,965	2,902,846	2,994,884	3,142,705	4,732,452	6,393,902
Operating grants and contributions	20,937,879	20,751,603	21,219,767	36,160,940	32,131,025	31,148,673	48,204,504	36,252,808	32,352,377	36,702,272
Capital grants and contributions	5,240,998	5,952,566	3,239,646	2,533,119	1,675,802	938,171	1,303,263	1,241,271	3,067,474	6,699,924
Total governmental activities program revenues	35,456,798	36,150,651	33,248,208	47,895,437	43,174,983	43,529,881	61,278,595	49,853,314	49,186,271	62,606,381
Business-type activities:										
Charges for Services										
Utility	43,278,297	44,741,994	49,914,141	50,231,748	46,608,310	50,804,613	69,715,079	59,780,737	53,371,891	61,229,443
Sanitation	7,084,148	7,190,675	7,744,185	8,255,120	8,439,456	8,867,686	9,355,523	9,946,996	8,374,096	8,545,526
Port	1,609,280	1,058,964	1,259,626	2,400,834	2,740,267	2,809,593	2,881,597	2,870,396	2,522,255	3,629,678
Airport	21,887,992	21,638,635	23,190,940	25,921,379	20,718,662	22,276,241	28,883,526	31,329,994	35,120,244	37,776,050
Operating grants and contributions						5,866,730				
Capital grants and contributions	12,843,595	28,704,147	24,610,034	10,172,410	16,912,674	17,894,768	59,978,639	33,543,067	18,967,656	88,167,809
Total business-type activities program revenues	86,703,312	103,334,415	106,718,926	96,981,491	95,419,369	108,519,631	170,814,364	137,471,190	118,356,142	199,348,506
Total primary government program revenues	$ 122,160,110	$ 139,485,066	$ 139,967,134	$ 144,876,928	$ 138,594,352	$ 152,049,512	232,092,959	187,324,504	167,542,413	261,954,887

(continued)

CITY OF PENSACOLA, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Net (Expense)/Revenue										
Governmental activities	$ (53,933,296)	$ (65,671,868)	$ (63,690,114)	$ (65,105,536)	$ (72,614,550)	$ (62,092,849)	(42,670,560)	(76,469,831)	(83,956,670)	(75,120,321)
Business-type activities	20,995,508	34,401,514	35,728,295	24,067,790	23,859,080	38,463,452	74,527,299	41,155,940	26,618,160	87,710,075
Total primary government net expenses	$ (32,937,788)	$ (31,270,354)	$ (27,961,819)	$ (41,037,746)	$ (48,755,470)	$ (23,629,397)	$ 31,856,739	$ (35,313,891)	$ (57,338,510)	$ 12,589,754
General Revenues and Other Changes in Net Assets										
Governmental activities:										
Taxes:										
Property taxes	$ 13,312,773	$ 13,781,024	$ 14,638,449	$ 15,718,156	$ 16,953,100	$ 18,137,244	$ 19,640,104	$ 21,873,778	$ 24,464,687	$ 26,552,579
Public service taxes and franchise fees	16,000,690	16,092,524	17,222,374	17,135,120	17,097,763	17,473,081	19,100,875	19,955,379	19,284,664	18,519,952
Communication services tax	3,127,266	2,853,565	3,095,646	3,069,511	3,185,927	3,159,425	2,906,976	2,934,967	3,258,330	3,396,260
Local business tax	914,773	902,333	915,792	939,973	944,046	918,590	929,411	938,060	945,409	914,626
Local option gasoline tax	1,585,310	1,353,590	1,365,613	1,364,246	1,301,270	1,431,737	1,428,853	1,477,395	1,423,954	1,427,119
Local option sales tax	7,662,504	7,881,842	8,524,108	8,901,413	8,698,808	10,718,928	12,234,245	12,194,355	12,212,289	12,435,316
Intergovernmental revenues	6,846,265	6,999,518	7,330,410	7,630,878	7,485,820	8,225,603	9,831,242	9,754,477	9,414,585	9,357,201
Unrestricted investment earnings	2,026,216	1,780,315	946,252	1,683,080	1,358,607	326,148	590,532	2,265,910	4,396,700	4,492,953
Insurance recoveries							272,997			
Miscellaneous	14,316	139,669	35,573	29,113	38,755	58,984	199,714	226,811	373,197	3,590,714
Net gain (loss) on sale of asset		1,496,281	2,529,358	708,896	94,056	84,366	65,623	97,367	225,719	84,383
Special Item		14,266,276 (a)				689,131				
Transfers	8,000,000	8,000,000	8,000,000	7,282,376	5,752,854	6,966,490	7,226,404	7,229,019	10,914,627	8,880,933
Overhead transfers	2,355,500	2,458,900	2,480,300	2,662,700	2,708,800	2,839,300	3,066,900	2,822,500	3,008,500	3,177,200
Total governmental activities	61,845,613	78,005,837	67,083,875	67,125,462	65,619,806	71,029,027	77,493,876	81,770,018	89,922,661	92,829,236
Business-type activities:										
Unrestricted investment earnings	215,216	467,169	837,949	1,353,089	1,281,334	377,237	931,927	4,181,440	6,351,988	6,328,198
Insurance recoveries						1,650,924				
Miscellaneous	424,772	919,630	753,915	605,249	515,442	635,705	703,755	915,681	556,307	55,634
Net gain (loss) on sale of asset		64,870	29,531	112,180	75,921	93,536	60,760	9,200	33,073	
Transfers	(8,000,000)	(8,000,000)	(8,000,000)	(7,282,376)	(5,752,854)	(6,966,490)	(7,226,404)	(7,229,019)	(10,914,627)	(8,880,933)
Overhead transfers	(2,355,500)	(2,458,900)	(2,480,300)	(2,662,700)	(2,708,800)	(2,839,300)	(3,066,900)	(2,822,500)	(3,008,500)	(3,177,200)
Total business-type activities	(9,715,512)	(9,007,231)	(8,858,905)	(7,874,558)	(6,588,957)	(7,048,388)	(8,596,862)	(4,945,198)	(6,981,759)	(5,674,301)
Total primary government	$ 52,130,101	$ 68,998,606	$ 58,224,970	$ 59,250,904	$ 59,030,849	$ 63,980,639	$ 68,897,014	$ 76,824,820	$ 82,940,902	$ 87,154,935
Change in Net Position										
Governmental activities	$ 7,912,317	$ 12,333,969	$ 3,393,761	$ 2,019,926	$ (6,994,744)	$ 8,936,178	$ 34,823,316	$ 5,300,187	$ 5,965,991	$ 17,708,915
Business-type activities	11,279,996	25,394,283	26,869,390	16,193,232	17,270,123	31,415,064	65,930,437	36,210,742	19,636,401	82,035,774
Total primary government	$ 19,192,313	$ 37,728,252	$ 30,263,151	$ 18,213,158	$ 10,275,379	$ 40,351,242	$ 100,753,753	$ 41,510,929	$ 25,602,392	$ 99,744,689

Notes:

(a) In FY 17 , the City cancelled the $54,079,902 loan the CTA Investment Fund, LLC made to CMPA and the loan the City made to CTA Investment Fund, LLC which resulted in a net gain to the City of $14,266,276.

(b) In FY 19, the City created the Hospital Special Assement Fund to account for the receipts from local hospitals and subsequently submit to the State for health care provisions.

CITY OF PENSACOLA, FLORIDA
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Governmental activities										
Net investment in capital assets	$ 163,348,312	$ 190,491,657	$ 191,203,167	$ 186,615,457	$ 186,703,675	$ 190,220,754	$ 192,144,576	$ 197,105,128	$ 197,344,530	$ 199,897,449
Restricted	35,352,306	29,751,412	23,754,264	24,688,258	29,203,635	24,748,663	27,110,940	25,290,316	33,499,680	46,366,266
Unrestricted	(53,277,620)	(62,486,102)	(58,653,937)	(52,980,295)	(64,578,634)	(54,704,563)	(23,526,321)	(21,366,062)	(22,120,056)	(19,830,646)
Total governmental activities net position	$ 145,422,998	$ 157,756,967	$ 156,303,494	$ 158,323,420	$ 151,328,676	$ 160,264,854	$ 195,729,195	$ 201,029,382	$ 208,724,154	$ 226,433,069
Business-type activities										
Net investment in capital assets	$ 142,842,026	$ 168,168,989	$ 186,225,485	$ 194,787,731	$ 198,846,540	$ 212,977,675	$ 268,611,152	$ 282,278,975	$ 290,299,563	$ 356,227,050
Restricted	9,956,165	10,497,398	12,176,912	13,227,612	13,905,112	20,333,112	22,407,112	24,857,112	59,583,359	70,066,997
Unrestricted	24,305,371	23,831,458	29,067,346	35,647,632	48,181,446	59,037,375	67,423,400	87,511,964	62,672,749	68,297,398
Total business-type activities net position	$ 177,103,562	$ 202,497,845	$ 227,469,743	$ 243,662,975	$ 260,933,098	$ 292,348,162	$ 358,441,664	$ 394,648,051	$ 412,555,671	$ 494,591,445
Primary government										
Net investment in capital assets	$ 306,190,338	$ 358,660,646	$ 377,428,652	$ 381,403,188	$ 385,550,215	$ 403,198,429	$ 460,755,728	$ 479,384,103	$ 487,644,093	$ 556,124,499
Restricted	45,308,471	40,248,810	35,931,176	37,915,870	43,108,747	45,081,775	49,518,052	50,147,428	93,083,039	116,433,263
Unrestricted	(28,972,249)	(38,654,644)	(29,586,591)	(17,332,663)	(16,397,188)	4,332,812	43,897,079	66,145,902	40,552,693	48,466,752
Total primary government net position	$ 322,526,560	$ 360,254,812	$ 383,773,237	$ 401,986,395	$ 412,261,774	$ 452,613,016	$ 554,170,859	$ 595,677,433	$ 621,279,825	$ 721,024,514

CITY OF PENSACOLA, FLORIDA
PROGRAM REVENUES BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
Function/Programs	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
Governmental activities:										
General government	$ 3,427,107	$ 3,700,398	$ 3,901,755	$ 4,479,037	$ 6,187,932	$ 6,211,248	$ 12,180,037	$ 10,592,312	$ 10,866,757	$ 13,194,888
Public safety	2,349,489	2,666,971	2,280,040	2,818,481	2,677,146	4,743,763	4,208,681	4,053,510	3,767,244	5,210,634
Transportation	1,911,016	808,801	695,121	747,358	967,281	2,252,364	10,864,110	3,614,261	3,081,632	4,444,982
Culture and recreation	5,076,963	4,168,728	3,916,783	4,118,589	1,819,592	5,802,050	12,715,325	5,191,135	5,388,005	5,044,628
Economic environment	17,147,764	17,850,657	17,484,499	16,858,471	17,662,062	18,985,778	17,984,432	19,175,383	20,633,872	22,776,989
Physical environment	5,544,459	6,955,096	4,970,010	4,411,169	4,437,043	5,534,678	3,326,010	7,226,713	5,448,761	11,934,260
Human services				14,462,332 (a)	9,423,927					
Total governmental activities	35,456,798	36,150,651	33,248,208	47,895,437	43,174,983	43,529,881	61,278,595	49,853,314	49,186,271	62,606,381
Business-type activities:										
Utility	43,761,940	45,297,295	50,548,308	50,231,748	46,608,310	50,804,613	69,715,079	60,319,429	53,896,398	61,807,524
Sanitation	7,084,148	7,192,089	7,744,185	8,255,120	9,620,538	8,867,686	10,395,004	9,946,996	8,374,096	8,545,526
Port	2,457,376	2,753,554	4,971,116	5,186,090	3,156,635	3,842,119	3,321,881	3,435,479	4,152,589	22,898,578
Airport	33,399,848	48,091,477	43,455,317	33,308,533	36,033,886	45,005,213	87,382,400	63,769,286	51,933,059	106,096,878
Total business-type activities	86,703,312	103,334,415	106,718,926	96,981,491	95,419,369	108,519,631	170,814,364	137,471,190	118,356,142	199,348,506
Total primary government	$ 122,160,110	$ 139,485,066	$ 139,967,134	$ 144,876,928	$ 138,594,352	$ 152,049,512	$ 232,092,959	$ 187,324,504	$ 167,542,413	$ 261,954,887

Notes: (a) In FY 19, the City created the Hospital Special Assement Fund to account for the receipts from local hospitals and subsequently submit to the State for health care provisions.

CITY OF PENSACOLA, FLORIDA
FUND BALANCE, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
General Fund										
Non-spendable	$ 28,729	$ 23,339	$ 23,422	$ 26,635	$ 50,814	$ 43,890	$ 48,499	$ 58,739	$ 439,144	$ 406,922
Restricted	665,283	891,857	1,038,512	880,968	1,064,330	1,154,652	1,191,930	2,425,112	3,057,843	2,095,689
Committed	10,143,175	11,694,280	14,017,235	14,397,663	14,628,212	14,620,074	14,677,876	14,928,663	16,204,090	16,849,553
Assigned	2,640,289	2,692,973	4,591,459	7,170,387	9,236,622	9,879,232	9,881,458	11,415,117	11,722,500	7,516,938
Unassigned	1,128,736	1,721,705	208,800	1,516,294	537,926	98,402	3,222,097	2,408,440	728,157	1,376,261
Total General Fund	$ 14,606,212	$ 17,024,154	$ 19,879,428	$ 23,991,947	$ 25,517,904	$ 25,796,250	$ 29,021,860	$ 31,236,071	$ 32,151,734	$ 28,245,363
All Other Governmental Funds										
Non-spendable	$ 3,437,808	$ 3,519,866	$ 17,153	$ 19,944	$ 20,867	$ 18,040	$ 24,383	$ 27,376	$ 169,493	$ 164,365
Restricted	75,306,214 (a)	38,838,782	53,562,885	62,274,000	56,111,278	49,200,597	47,574,085	37,780,305	40,792,937	59,754,448
Committed	6,525,521	5,888,016	5,181,575	5,571,152	4,191,794	3,121,347	4,494,441	6,767,470	7,244,871	5,931,444
Assigned	1,712,813	867,343	716,721	872,612	4,844,743	6,913,127	7,710,896	11,593,691	11,498,243	13,478,579
Unassigned	(6,642,268)	(8,547,881)	(260,165)	(415,247)	(8,620,052)	(15,550,037)	(3,962,014)	(3,281,408)	(687,826)	(7,438,747)
Total all other governmental funds	$ 80,340,088	$ 40,566,126	$ 59,218,169	$ 68,322,461	$ 56,548,630	$ 43,703,074	$ 55,841,791	$ 52,887,434	$ 59,017,718	$ 71,890,089

Notes:

(a) Increase in restricted fund balance is related to the unspent bond proceeds in the Local Option Gas Tax Project Fund.

CITY OF PENSACOLA, FLORIDA
CHANGES IN FUND BALANCE, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	Fiscal Year									
Revenues	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
Taxes	$ 34,076,354	$ 34,883,249	$ 37,034,176	$ 38,493,239	$ 39,663,462	$ 43,132,137	$ 46,421,093	$ 49,184,082	$ 51,974,134	$ 54,609,166
Licenses and permits	1,415,580	1,771,849	1,593,488	1,751,816	1,797,767	3,124,299	2,858,523	2,688,873	2,290,835	2,863,400
Franchise fees	8,289,710	8,218,881	8,727,806	8,635,180	8,517,452	8,706,868	9,819,371	10,189,852	9,615,200	8,636,685
Intergovernmental	31,227,672	31,348,598	30,882,832	31,258,032	32,281,626	39,864,893	58,976,026	45,786,490	43,427,167	50,687,818
Charges for services	6,995,182	7,008,094	6,621,643	6,763,745	6,058,848	7,894,124	8,402,116	8,863,288	10,606,087	14,802,820
Fines and forfeits	286,782	153,648	166,780	271,104	239,869	147,436	280,272	144,226	539,604	1,293,134
Assessments	27,187	78,741	52,326	14,519,578	9,462,697	52,383	14,748	15,239	27,969	3,765
Interest income	2,045,038	1,812,692	994,564	1,714,509	1,401,730	341,669	579,606	2,589,126	3,806,245	4,197,390
Donations	1,017,668	2,011,038	1,125,245	71,160	20,498	87,071	246,302	801,989	1,283,060	4,153,957
Other	1,320,438	775,965	840,582	647,406	713,365	681,761	948,697	754,366	1,114,583	1,232,780
Total revenues	86,701,611	88,062,755	88,039,442	104,125,769	100,157,314	104,032,641	128,546,754	121,017,531	124,684,884	142,480,915
Expenditures										
Current -										
General government	8,731,145	8,756,239	9,394,210	9,315,718	10,686,826	11,221,735	16,371,718	14,664,641	16,679,478	18,369,463
Public safety	32,344,989	31,692,091	32,948,093	33,820,334	35,378,579	37,090,021	38,774,148	40,953,265	44,644,026	47,692,913
Transportation	3,703,713	2,601,106	2,484,138	3,030,089	3,966,855	5,044,289	5,411,710	5,249,321	6,069,209	6,152,368
Culture and recreation	8,961,041	8,901,116	9,207,741	9,255,731	9,168,428	12,575,652	14,054,641	12,237,409	12,348,841	14,674,598
Economic environment	16,512,073	17,840,723	17,613,088	16,821,741	17,765,989	18,572,942	18,375,011	19,626,665	21,144,390	22,179,895
Physical environment	3,345,057	4,089,950	3,233,928	4,190,835	5,791,302	11,828,268	3,879,288	6,141,812	5,415,530	6,964,850
Human services	30,000	30,000	30,000	14,492,331	9,453,927	30,000	21,666			
Capital outlay	12,963,404	18,210,965	23,324,603	14,190,938	14,818,379	17,316,526	15,963,344	21,935,926	15,976,403	18,224,711
Debt service -										
Principal retirement	3,695,000	4,561,000	7,740,418	6,332,419	6,593,729	7,048,568	5,483,571	5,591,068	5,724,612	5,854,981
Interest	5,600,516	5,182,598	3,934,010	4,240,349	2,625,797	2,961,332	2,780,201	2,644,897	2,506,223	2,364,012
Total expenditures	95,886,938	101,865,788	109,910,229	115,690,485	116,249,811	123,689,333	121,115,298	129,045,004	130,508,712	142,477,791
Excess (deficiency) of revenues over (under) expenditures	(9,185,327)	(13,803,033)	(21,870,787)	(11,564,716)	(16,092,497)	(19,656,692)	7,431,456	(8,027,473)	(5,823,828)	3,124

(continued)

CITY OF PENSACOLA, FLORIDA
CHANGES IN FUND BALANCE, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Other financing sources (uses)										
Transfers in	21,700,560	22,697,499	18,645,522	23,813,700	22,556,620	25,216,696	24,561,143	21,029,094	24,523,331	23,427,783
Transfers (out)	(13,525,081)	(13,388,403)	(10,645,522)	(16,531,324)	(16,803,766)	(18,250,206)	(17,334,739)	(13,805,631)	(13,606,697)	(14,546,850)
Capital Lease Note Issuance										
Loan proceeds		100,000		58,140,000						
Sale of capital assets		1,487,365	2,526,004	701,970	91,769	84,366	65,190	63,864	224,360	81,943
Insurance recoveries		20,000								
Payment to refund debt				(41,182,811)						
Bonds Issued	14,314,000	5,389,000	33,000,000							
Issuance Cost	(92,109)	(44,822)	(147,900)	(160,008)						
Total other financing sources (uses)	22,397,370	16,260,639	43,378,104	24,781,527	5,844,623	7,050,856	7,291,594	7,287,327	11,140,994	8,962,876
Net change in fund balances before prior period adjustments/special items	13,212,043	2,457,606	21,507,317	13,216,811	(10,247,874)	(12,605,836)	14,723,050	(740,146)	5,317,166	8,966,000
Special Item-NMTC Unwind		(39,813,626) (d)								
Special item - BP Settlement										
Special item - Parking Transfer						38,626				
PPA/Change in accounting principle							641,277			
Special item - Code Enforcement Transfer									1,728,781	
Net change in fund balances	$ 13,212,043	$ (37,356,020)	$ 21,507,317	$ 13,216,811	$ (10,247,874)	$ (12,567,210)	$ 15,364,327	$ (740,146)	$ 7,045,947	$ 8,966,000
Debt service as a percentage of noncapital expenditures	11.21%	11.65%	13.48%	10.42%	9.09%	9.41%	7.86%	7.69%	7.19%	6.61%

Notes:

(a) In FY 14, Maritime Community Construction Fund was closed and residual equity transfers were made to the CRA and Debt Service Fund.

(b) In FY 15, BP claim was settled for the BP Deep Horizon Oil Spill in 2010 and the City was awarded $5,351,922.

(c) In FY 15, Motorola released $6,460,954 to finance the acquisition of technology related equipment.

(d) In FY 17, the City forgave the loan made with CTA Investment Fund, LLC of $39,813,626.

(e) In FY 24, Code Enforcement was transferred from the Sanitation Fund (a proprietary fund) to it's own governmental fund.

REVENUE CAPACITY

CITY OF PENSACOLA, FLORIDA
ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS
(in thousands of dollars)

Fiscal Year	Personal Property	Real Property	Central Property	Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
2016	$ 561,229	$ 4,729,674	$ 5,627	$ 2,109,546	$ 3,186,984	4.2895
2017	507,305	5,034,056	5,850	2,222,806	3,324,405	4.2895
2018	520,566	5,306,319	5,809	2,307,122	3,525,572	4.2895
2019	557,576	5,717,586	6,173	2,500,346	3,780,989	4.2895
2020	668,682	6,182,529	5,985	2,769,526	4,087,670	4.2895
2021	605,422	6,504,333	6,640	2,745,635	4,370,760	4.2895
2022	685,264	7,081,565	7,071	3,048,367	4,725,533	4.2895
2023	712,250	8,232,474	7,507	3,690,072	5,262,159	4.2895
2024	770,453	9,209,497	7,897	4,091,225	5,896,622	4.2895
2025	805,769	9,883,102	7,639	4,306,772	6,389,738	4.2895

Source: Escambia County Property Appraiser's Office

Notes: Property is reassessed every year. Property is assessed at actual value; therefore, the assessed values are equal to actual value. Tax rates are per $1,000 of assessed value.

CITY OF PENSACOLA, FLORIDA
DIRECT AND OVERLAPPING PROPERTY TAX RATES
LAST TEN FISCAL YEARS
(rate per $1,000 of assessed value)

		Overlapping Rates				
Fiscal Year	City Of Pensacola Total Direct Rate	City Of Pensacola Downtown Improvement Board	Escambia County School Board	Escambia County (a)	Escambia County Library MSTU (b)	Northwest Florida Water Management District
2016	4.2895	2.0000	7.1130	6.6165	0.3590	0.0378
2017	4.2895	2.0000	6.8760	6.6165	0.3590	0.0366
2018	4.2895	2.0000	6.6310	6.6165	0.3590	0.0353
2019	4.2895	2.0000	6.3250	6.6165	0.3590	0.0338
2020	4.2895	2.0000	6.0430	6.6165	0.3590	0.0327
2021	4.2895	2.0000	5.9280	6.6165	0.3590	0.0311
2022	4.2895	2.0000	5.6570	6.6165	0.3590	0.0294
2023	4.2895	2.0000	5.2740	6.6165	0.3590	0.0261
2024	4.2895	2.0000	5.1440	6.6165	0.3590	0.0234
2025	4.2895	2.0000	4.8470	6.6165	0.3590	0.0218

Source: Escambia County Tax Collector

Notes: (a) Escambia County property tax rates do not include MSTU rate. The MSTU rate is a rate charged to County-Only residents.
(b) Beginning FY 2014 Escamibia County began applying Library MSTU to fund the West Florida Public Library System. This MSTU is charged to both City and County properties.

CITY OF PENSACOLA, FLORIDA
PRINCIPAL PROPERTY TAX PAYERS
CURRENT YEAR AND NINE YEARS AGO

	2025			2016		
Taxpayer	**Taxable Assessed Value**	**Rank**	**Percentage of Total City Taxable Assessed Value**	**Taxable Assessed Value**	**Rank**	**Percentage of Total City Taxable Assessed Value**
Sacred Heart Hospital	$ 327,850,806	1	0.72%	$ 172,263,176	1	0.84%
Florida Power & Light / Gulf Power	248,299,388	2	0.55%	117,428,375	2	0.57%
Baptist Hospital	235,752,908	3	0.52%	54,477,383	3	0.27%
Pensacola Southtowne Owner LLC	68,426,857	4	0.15%	----	----	----
Chapins Landing	61,710,647	5	0.14%	----	----	----
Simon Debartolo/Simon Properties	57,153,128	6	0.13%	39,713,356	4	0.19%
Palmilla Residences LLC	43,707,653	7	0.10%	----	----	----
Armstrong World Industries	40,254,971	8	0.09%	30,232,977	5	0.15%
Hallmark Sterling Hill LLC	33,729,695	9	0.07%	----	----	----
Walmart	25,735,817	10	0.06%	14,339,307	6	0.07%
Bellsouth/Southern Bell	----	----	----	13,325,076	8	0.07%
Reichhold Inc/Arizona Chemical	----	----	----	13,977,787	7	0.07%
Holi Corp	----	----	----	12,704,455	9	0.06%
Cordova Regency	----	----	----	12,595,192	10	0.06%
Total	$ 1,142,621,870		2.52%	$ 481,057,084		2.35%

Source: Escambia County Tax Collector

CITY OF PENSACOLA, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
PAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Taxes Levied for the Fiscal Year (a)	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years (c)	Totals Collections to Date	
		Amount (b)	Percentage of Levy		Amount (d)	Percentage of Levy
2016	$ 13,670,568	13,232,668	96.8%	$ 80,105	$ 13,312,773	97.4%
2017	14,260,035	13,768,035	96.6%	12,989	13,781,024	96.6%
2018	15,122,942	14,589,079	96.5%	49,369	14,638,448	96.8%
2019	16,218,558	15,655,210	96.5%	62,946	15,718,156	96.9%
2020	17,534,064	16,896,732	96.4%	56,368	16,953,100	96.7%
2021	18,748,372	18,093,919	96.5%	43,324	18,137,243	96.7%
2022	20,270,174	19,551,223	96.5%	88,881	19,640,104	96.9%
2023	22,572,035	21,831,672	96.7%	42,106	21,873,778	96.9%
2024	25,292,015	24,419,968	96.6%	44,719	24,464,687	96.7%
2025	27,408,780	26,492,644	96.7%	59,935	26,552,579	96.9%

Source: Escambia County Tax Collector.

Notes: (a) The tax levy is based on the tax roll as certified by the Escambia County Property Appraiser.
(b) Current tax collections are after applicable discounts for early payment.
(c) Collections represent subsequent and current year delinquent revenues.
(d) Property taxes collected are accounted for in the General Fund.

CITY OF PENSACOLA, FLORIDA
TAXABLE SALES BY CATEGORY
LAST TEN CALENDAR YEARS
(in thousands of dollars)

	Calendar Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025 (a)
General merchandise stores	$ 796,846	$ 764,661	$ 772,478	$ 804,314	$ 837,736	$ 922,191	$ 915,586	$ 941,767	$ 920,256	$ 695,412
Grocery stores	259,820	275,592	291,707	305,567	341,687	380,464	412,962	430,691	429,061	330,925
Hotels and apartments	278,032	292,298	325,431	350,089	294,496	451,104	489,960	487,906	491,553	398,857
Lumber and building materials	306,993	343,579	368,248	415,590	541,361	774,009	691,271	596,136	545,660	394,891
Manufacturing and mining	79,555	101,702	130,644	120,665	99,706	129,589	154,433	142,217	157,833	107,131
Motor vehicle dealers	902,727	948,633	995,785	1,067,119	1,071,133	1,307,066	1,290,219	1,293,052	1,514,597	1,191,273
Office space and commercial rentals	226,118	232,768	272,278	307,300	299,737	344,822	367,708	382,333	403,117	310,604
Restaurants and lunchrooms	645,724	674,666	698,068	728,320	656,232	843,664	921,954	983,332	997,291	766,792
Total	$ 3,495,815	$ 3,633,899	$ 3,854,639	$ 4,098,964	$ 4,142,088	$ 5,152,909	$ 5,244,093	$ 5,257,434	$ 5,459,368	$ 4,195,885
City direct sales tax rate (b)										

Source: Florida Department of Revenue

Notes: Data presented reflects Escambia County.

(a) 2025 data only represents the first nine months of the calendar year.

(b) The city has no direct tax rate. However, the city receives a portion of the proceeds from the Half Cent Sales Tax and the Local Option Sales Tax. The distribution of the proceeds of the Half Cents Sales Tax and the Local Option Sales Tax to the incorporated municipalities of the County are controlled by the formula set forth in Section 218.65 and 218.62, Florida Statues.

CITY OF PENSACOLA, FLORIDA
DIRECT AND OVERLAPPING SALES TAX RATES
LAST TEN FISCAL YEARS

Fiscal Year	Local Option Sales Tax Escambia County	Half Cent Sales Tax School District
2016	1.00%	0.50%
2017	1.00%	0.50%
2018	1.00%	0.50%
2019	1.00%	0.50%
2020	1.00%	0.50%
2021	1.00%	0.50%
2022	1.00%	0.50%
2023	1.00%	0.50%
2024	1.00%	0.50%
2025	1.00%	0.50%

Source: City Budget Office

Note: The city has no direct tax rate. However, the city receives a portion of the proceeds from the Local Option Sales Tax. The distribution of the proceeds of the Local Option Sales Tax to the incorporated municipalities of the County are controlled by the formula set forth in Section 218.62, Florida Statues.

CITY OF PENSACOLA, FLORIDA
SALES TAX REVENUE PAYERS BY INDUSTRY
CURRENT YEAR AND NINE YEARS AGO
(in thousands of dollars)

	2025		2016	
	Tax Liability (a)	Percentage of Total	Tax Liability	Percentage of Total
Retail trade	$ 241,087	51.24%	$ 168,968	54.52%
Services	99,145	21.07%	63,796	20.58%
Manufacturing and mining	9,880	2.10%	4,393	1.42%
Wholesale trade	18,220	3.87%	7,631	2.46%
Construction	34,771	7.39%	19,248	6.21%
Finance, insurance, and real estate	42,205	8.97%	29,915	9.65%
Transportation and utilities	18,541	3.94%	11,830	3.82%
Agricultural	2,648	0.56%	1,302	0.42%
Other	4,013	0.85%	2,862	0.90%
Total	$ 470,510	100.00%	$ 309,945	100.00%

Source: Florida Department of Revenue Office of Research

Notes: Data presented reflects Escambia County. Data is presented on the State Fiscal Year of July 1 - June 30.
(a) Tax liability represents the state percentage of the tax liability paid by businesses in Escambia County. Total tax liability was not available by industry for Escambia County.

CITY OF PENSACOLA, FLORIDA
PENSACOLA ENERGY
GAS SOLD IN MCFS BY TYPE OF CUSTOMER
LAST TEN FISCAL YEARS
(in thousands of Mcfs)

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Type of Customer										
Residential -Inside City Limits	243	201	270	257	239	273	247	229	254	249
Residential -Outside City Limits	578	501	640	611	590	657	611	561	629	622
Commercial -Inside City Limits	301	298	324	326	292	306	302	294	316	309
Commercial -Outside City Limits	390	351	401	408	389	410	431	426	443	448
Municipal	24	22	25	23	24	25	25	22	23	23
Interruptible	944	639	647	707	690	674	674	608	631	712
Transportation	1,478	1,887	1,978	1,799	2,015	1,984	2,952	4,444	4,472	4,418
Total	3,958	3,899	4,285	4,131	4,239	4,329	5,242	6,584	6,768	6,781
Total direct rate per Mcf (a)	$ 22.25	$ 24.99	$ 23.02	$ 23.59	$ 23.62	$ 23.57	$ 26.55	$ 23.12	$ 20.97	$ 24.18

Source: Pensacola Energy

Notes: (a) Total direct rate per Mcf is calculated using residential in/out, commercial in/out, and municipal customers. Interruptible and transportation direct rates are not available.

CITY OF PENSACOLA, FLORIDA
PENSACOLA ENERGY
GAS RATES
LAST TEN FISCAL YEARS

Fiscal Year	Residential - Inside City Limits			Residential - Outside of City Limits			Commercial - Inside City Limits		
	Fixed Monthly Charge	Base Rate per Mcf	PGA & WNA Rate per Mcf (a)	Fixed Monthly Charge	Base Rate per Mcf	PGA & WNA Rate per Mcf (a)	Fixed Monthly Charge	Base Rate per Mcf	PGA & WNA Rate per Mcf (a)
2016(c)	9.21	7.73	9.54	10.29	9.56	9.54	16.31	7.73	8.17
2017	9.21	7.73	11.75	10.29	9.56	11.67	16.31	7.73	9.72
2018 (d)	9.52	7.99	8.51	10.63	9.88	8.49	16.85	7.99	7.40
2019 (e)	9.75	8.18	8.63	10.88	10.12	8.46	17.25	8.18	7.88
2020 (f)	9.94	8.34	8.27	11.09	10.31	8.25	17.58	8.34	7.29
2021	9.94	8.34	8.43	11.09	10.31	8.5	17.58	8.34	7.89
2022	9.94	8.34	14.15	11.09	10.31	14.14	17.58	8.34	12.80
2023	9.94	8.34	7.78	11.09	10.31	7.81	17.58	8.34	6.94
2024	9.94	8.34	6.35	11.09	10.31	6.31	17.58	8.34	6.18
2025 (g)	11.43	9.59	8.26	12.75	11.86	8.26	20.22	9.59	7.87

Fiscal Year	Commercial - Outside of City Limits			Municipal			Interruptible and Transportation (b)		
	Fixed Monthly Charge	Base Rate per Mcf	PGA & WNA Rate per Mcf (a)	Fixed Monthly Charge	Base Rate per Mcf	PGA & WNA Rate per Mcf (a)	Fixed Monthly Charge	Base Rate per Mcf	PGA & WNA Rate per Mcf (a)
2016(c)	18.52	9.56	8.28	20.58	3.01	7.72	200.00	N/A	N/A
2017	18.52	9.56	9.88	20.58	3.01	8.70	200.00	N/A	N/A
2018 (d)	19.14	9.88	7.75	21.26	3.11	7.20	200.00	N/A	N/A
2019 (e)	19.60	10.12	7.79	21.77	3.18	7.26	200.00	N/A	N/A
2020 (f)	19.97	10.31	7.37	22.18	3.24	6.68	200.00	N/A	N/A
2021	19.97	10.31	7.92	22.18	3.24	7.23	200.00	N/A	N/A
2022	19.97	10.31	14.14	22.18	3.24	12.21	200.00	N/A	N/A
2023	19.97	10.31	7.24	22.18	3.24	6.93	200.00	N/A	N/A
2024	19.97	10.31	6.15	22.18	3.24	6.00	200.00	N/A	N/A
2025 (g)	22.97	11.86	7.94	25.51	3.73	7.76	200.00	N/A	N/A

Source: Pensacola Energy

Notes: (a) The Purchase Gas Adjustment (PGA) is a monthly adjustment to the gas rate due to increases in the cost of gas purchased for resale. The Weather Normalization Adjustment (WNA) is an adjustment to the gas rate to account for fluctuations in consumption due to colder or warmer weather during the months of October through March of the previous or current fiscal year. PGA and WNA rates are based on a yearly average. Both the base rate and the PGA/WNA rates need to be taking into consideration when determining the yearly rate per Mcf.

(b) Interruptible and transportation rates per Mcf are not reported as rates are negotiated on a customer by customer bases.

(c) The decrease to rates took effect in the beginning of the monthly October 2015 billing cycle

(d) The increase to rates took effect in the beginning of the monthly October 2017 billing cycle

(e) The increase to rates took effect in the beginning of the monthly October 2018 billing cycle

(f) The increase to rates took effect in the beginning of the monthly October 2019 billing cycle

(g) The increase to rates took effect in the beginning of the monthly October 2025 billing cycle

DEBT CAPACITY

CITY OF PENSACOLA, FLORIDA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS
(dollars in thousands, except for per capita)

	Governmental Activities									Business-type Activities						
Fiscal Year	Tax and Franchise Fee Bonds	Local Option Sales Tax Bond(s) (b)	Local Option Gas Tax Note	Community Redevelopment Notes	Maritime Community Park Construction Bonds	Maritime Community Park Loans Payable	Capital Leases	Lease	SBITA	Gas Revenue Bonds/Notes	Airport Revenue Bonds/Notes	Lease	SBITA	Total Primary Government	Percentage of Personal Income (a)	Per Capita (a)
2016	$ -	6,660	$ 14,314	$ -	$ 43,190	$ -	$ 6,501	$	$	$ 6,510	$ 63,069			$ 140,244	1.85%	446
2017	-	3,415	14,043	5,389	42,152	100	6,461			19,355	60,254			151,169	1.88%	479
2018	-	25,000	12,750	13,008	41,074	80	4,915			16,830	59,988			173,645	2.16%	542
2019	-	23,048	11,434	70,825	1,175	60	3,323			15,105	50,594			175,564	2.16%	552
2020	-	20,957	10,094	70,495	-	40	1,685			13,346	48,075			164,692	1.86%	518
2021	-	18,821	8,729	68,653	-	20	-			11,551	45,470			153,244	1.69%	472
2022	-	16,640	7,339	66,760	-	-	-	4		9,719	36,981	293		137,736	1.37%	427
2023	-	14,412	5,924	64,812	-	-	-	160	96	7,851	34,205	282	101	127,843	1.17%	394
2024	-	12,136	4,483	62,805	-	-	-	95	904	5,946	31,333	279		117,981	1.05%	360
2025	-	9,811	3,016	60,742	-	-	-	28	434	4,003	28,371	267		106,672	0.58%	320

Notes: Details regarding the city's outstanding debt can be found in the notes to the financial statements.

(a) See demographic and economic statistics schedule for personal income and population data. These ratios are calculated using Escambia County population and personal income for the corresponding calendar year.
(b) Capital Funding Revenue Bonds, Series 2010A were outstanding during fiscal years 2010-2017. The Infrastructure sales Surtax Revenue Bond, Series 2017 was issued in fiscal year 2018. The Series 2017 Bond shows as a note payable in the financial statements.

CITY OF PENSACOLA, FLORIDA
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES
AS OF SEPTEMBER 30, 2024
(dollars in thousands)

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Direct and Overlapping Debt
Other Debt			
Escambia County			
Sales Tax Revenue Bonds/Notes	$ 102,451	10.00%	$ 10,245
Tourism Development Revenue Bonds	25,081	10.00%	2,508
Capital Improvement Bonds/Notes	23,031	10.00%	2,303
SBITA Payable	5,807	10.00%	581
Lease payable	63	10.00%	6
Escambia County School District			
State Board of Education Bonds	431	10.00%	43
Sales Tax Revenue Bonds	18,190	10.00%	1,819
Certificates of Participation	59,331	10.00%	5,933
Subtotal, overlapping debt			23,439
City Direct Debt			
City direct debt bond(s)/notes			73,569
City lease payable			434
City SBITA payable			28
Subtotal, direct debt			74,031
Total direct and overlapping debt			**$ 97,470**

Source: Debt outstanding provided by Escambia County Clerks office.
Estimated percentages for Escambia County is obtained by dividing the city's population by the counties population.
Estimated percentages for Escambia County School Board is obtained by dividing the city's population by the counties population.

Notes: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the city. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Pensacola. This process recognizes that, when considering the city's ability to issue and repay long term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every tax payer is a resident - and therefore responsible for repaying the debt - of each overlapping government.

Escambia County School District Bonds includes $7,887,686 of unamortized premiums.
Escambia County Sales Tax Revenue Bonds, Series 2017 and Capital Improvement Refunding Revenue Bonds, Series 2018 includes $10,166,875 of unamortized premiums.

CITY OF PENSACOLA, FLORIDA
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS
(dollars in thousands)

	Tax and Franchise Fee Bonds						Local Option Sales Tax Bonds			
Fiscal Year	Public Service Tax	Half Cent Sales Tax	Electric Franchise Fee	Debt Service Principal	Debt Service Interest	Coverage	Local Option Sales Tax	Debt Service Principal	Debt Service Interest	Coverage
2015	$ 7,773	$ 4,192	$ 6,110	$ -	$ -	-	$ 7,337	$ 2,940	$ 575	2.09
2016	7,711	4,359	5,880	-	-	-	7,662	3,090	596	2.08
2017	7,874	4,479	5,688	-	-	-	7,882	3,245	242	2.26
2018	8,495	4,810	5,920	-	-	-	8,524	3,415	331	2.28
2019	8,500	5,062	5,761	-	-	-	8,901	1,952	517	3.61
2020	8,580	4,918	5,743	-	-	-	8,699	2,091	473	3.39
2021	8,766	6,001	5,848	-	-	-	10,719	2,136	428	4.18
2022	9,282	6,531	6,704	-	-	-	12,234	2,181	381	4.78
2023	9,766	6,436	7,109	-	-	-	12,194	2,228	334	4.76
2024	9,669	6,255	6,601	-	-	-	12,212	2,276	285	4.77
2025	9,883	6,071	6,474	-	-	-	12,435	2,325	236	4.86

	Community Redevelopment Bond(s)				Eastside Community Redevelopment Bond(s)			
Fiscal Year	Urban CoreTax Increment Revenues	Debt Service (g) Principal	Debt Service (g) Interest	Coverage	Eastside Tax Increment Revenues	Debt Service Principal	Debt Service Interest	Coverage
2016	$ 4,428	$ 605	$ 2,087	1.64	$ -	$ -	$ -	-
2017	4,794	1,045	2,064	1.54	104	-	-	-
2018	5,260	1,210	2,130	1.57	120	62	27	1.35
2019	5,898	1,255	2,899	1.42	159	48	41	1.79
2020	6,837	1,300	1,680	2.29	208	50	40	2.31
2021	7,509	1,631	2,140	1.99	238	51	38	2.67
2022	8,084	1,675	2,086	2.15	295	53	36	3.31
2023	9,101	1,722	2,032	2.42	377	55	35	4.19
2024	10,272	1,774	1,974	2.74	468	57	33	5.20
2025	11,729	1,822	1,917	3.14	560	58	31	6.29

(continued)

CITY OF PENSACOLA, FLORIDA
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS
(dollars in thousands)

Fiscal Year	Westside Community Redevelopment Bond(s)				Local Option Gas Tax Revenue Bonds			
	Westside Tax Increment Revenues	Debt Service		Coverage	Local Option Gasoline Tax	Debt Service		Coverage
		Principal	Interest			Principal	Interest	
2016	$ -	$ -	$ -	-	$ 1,462	$ -	$ -	-
2017	195	-	-	-	1,477	271	242	2.88
2018	307	194	85	1.10	1,366	1,293	245	0.89 (h)
2019	432	150	129	1.55	1,364	1,316	221	0.89 (h)
2020	637	155	124	2.28	1,301	1,340	197	0.85 (h)
2021	814	160	119	2.92	1,432	1,365	172	0.93 (h)
2022	1,203	165	114	4.31	1,429	1,390	147	0.93 (h)
2023	1,603	171	108	5.75	1,477	1,415	121	0.96 (h)
2024	2,204	177	103	7.87	1,424	1,441	95	0.93
2025	2,362	183	97	8.44	1,427	1,467	69	0.93

Fiscal Year	Gas Revenue Bonds					
	Utility Charges for Services	Less: Operating Expense (a)	Net Available Revenue	Debt Service		Coverage
				Principal	Interest	
2016	$ 43,642	$ 30,450	$ 13,192	$ 2,075	$ 240	5.70
2017	45,094	32,549	12,545	2,026	246	5.52
2018	50,240	33,788	16,452	2,525	386	5.65
2019	50,630	32,761	17,869	1,725	317	8.75
2020	46,951	30,186	16,765	1,759	282	8.21
2021	51,150	31,185	19,965	1,795	246	9.78
2022	70,088	53,631	16,457	1,832	214	8.04
2023	60,210	48,476	11,734	1,868	173	5.75
2024	53,774	38,626	15,148	1,905	136	7.42
2025	61,229	59,029	2,200	1,943	98	1.08

(continued)

CITY OF PENSACOLA, FLORIDA
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS
(dollars in thousands)

	Airport Revenue Bonds									
		Expenses				Debt Service				
Fiscal Year	Airport Revenues	Total	Less Grant	Operating/ Maintenance (a)	Net Revenue	Principal	Interest	Coverage before Other Requirements	Other Requirements (b)	Coverage after Prepaid
2016	$ 19,479	$ 12,759	$ -	$ 12,759	$ 6,720	$ 2,180	$ 1,082	2.06	2,407	2.80
2017	19,111	12,847	101	12,746	6,365	2,275	986	1.95	3,479	3.02
2018	20,525	13,311	43	13,268	7,257	2,315	777	2.35	4,749	3.88
2019	22,984	15,078	62	15,016	7,968	2,831	723	2.24	4,749	3.58
2020	18,747	14,739	5,404 (i)	9,335	9,412	1,715	589	4.09	3,954	5.80
2021	19,548	13,287	4,183 (i)	9,104	10,444	1,768	542	4.52	3,684	6.12
2022	26,106	16,359	5,404 (i)	10,955	15,151	1,822	493	6.54	4,346	8.42
2023	27,500	19,165	9,580 (i)	9,585	17,915	1,874	443	7.73	9,694	11.92
2024	31,835	23,285	-	23,285	8,550	1,936	393	3.67	9,736	7.85
2025	34,067	22,583	-	22,583	11,484	1,988	339	4.94	12,811	10.44

	Airport Revenue Note CFC						Airport Revenue Bonds PFC			
				Debt Service				Debt Service		
Fiscal Year	Customer Facility Charge	Less: Operating Expense	Net Available Revenue	Principal	Interest	Coverage (e)	Passenger Facility Charge	Principal	Interest	Coverage (f)
2016	$ 2,415	$ 640	$ 1,775	$ -	$ 94	18.88	3,127	$ 535	$ 1,600	1.46
2017	2,540	679	1,861	-	141	13.20	3,299	560	1,573	1.55
2018	2,730	711	2,019	-	228	8.86	3,876	590	1,543	1.82
2019	2,972	1,037	1,935	-	176	10.99	4,323	263	658	4.69
2020	2,003	1,767	236	-	114	2.07	2,859	804	917	1.66
2021	2,759	588	2,171	-	51	42.57	4,318	836	885	2.51
2022	2,828	167	2,661	-	12	221.75	4,865	868	852	2.83
2023	3,110	857	2,253	-	-	-	5,718	902	817	3.33
2024	3,300	1,029	2,271	-	-	-	6,794	936	781	3.96
2025	3,709	1,152	2,557	-	-	-	6,837	974	743	3.98

Source: City Finance Office

Notes: Details regarding the city's outstanding debt can be found in the notes to the financial statements. Interest consist of both variable and fixed rates.

(a) Operating expenses are net of depreciation expenses.

(b) The other requirements amount is comprised of the prior year's coverage plus non-obligated capital improvements and any excess operating funds.

(c) Excludes debt payments which were paid with bond proceeds.

(d) Excludes debt payments which were paid with sinking fund reserves.

(e) The coverage table is for illustrative purposes as required by GAAP. See CFC Bank of America Note.

(f) The coverage table is for illustrative purposes as required by GAAP. See PFC Rate Maintenance covenant in Resolution 17-08 for coverage requirements.

(g) Excludes debt payments which were paid with bond proceeds and federal subsidy payments.

(h) Local Option Gasoline Tax revenues along with funds available in the Local Option Gas Tax Debt Service Fund are sufficient to make annual debt service payments.

(i) Fiscal year 2020, 2021, 2022, and 2023 includes $5 million, $4 million and $5 million, and $9 million, respectively, in CARES Act grant funding which paid for Airport operations.

(j) Fiscal year 2025 operating expenses include the lawsuit settlement expenses of $15.9 million.

DEMOGRAPHIC AND ECONOMIC INFORMATION

CITY OF PENSACOLA, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN CALANDER YEARS

Calendar Year	Pensacola Population	Escambia County Population	Personal Income (in thousands)	Per Capita Personal Income	Median Age	School Enrollment	Unemployment Rate
2016	53,690	314,788	7,572,855	24,057	37	40,125	4.9%
2017	54,185	315,607	8,044,507	25,489	37	40,234	4.9%
2018	54,583	320,502	8,030,819	25,057	37	39,807	4.0%
2019	54,422	318,174	8,139,527	25,582	37	39,499	3.3%
2020	54,382	318,081	8,831,201	27,764	37	39,828	4.5%
2021	54,312	321,905	9,091,962	28,022	38	38,181	3.8%
2022	54,790	322,390	10,021,493	31,085	37	38,955	3.1%
2023	55,382	324,878	10,934,094	33,656	39	39,066	3.0%
2024	55,030	327,846	11,229,381	34,252	39	39,067	3.5%
2025	55,194	333,728	18,493,870	55,416	39	40,955	4.4%

Source: Population, personal income, median age and unemployment rate data provide by the Florida Legistlature Office of Economic and Demographic Research. School enrollment data provided by Escambia County school system, public relations office. Data presented in this report is based on information available at the time of publication and is subject to change as new information becomes available.

Notes: All data is applicable to Escambia County except for Pensacola population.

CITY OF PENSACOLA, FLORIDA
PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO

Employer	2025 Employees	2025 Rank	2025 Percentage of Total MSA Employment	2016 Employees	2016 Rank	2016 Percentage of Total MSA Employment
Local Government	15,100	1	6.34%	15,700	1	7.26%
Navy Federal Credit Union	9,188	2	3.86%	5,325	5	2.46%
State Government	7,600	3	3.19%	6,400	3	2.96%
Federal Government	7,500	4	3.15%	6,800	2	3.15%
Baptist Health Care	5,434	5	2.28%	5,571	4	2.58%
Sacred Heart Health System	4,820	6	2.02%	4,820	6	2.23%
University of West Florida	2,769	7	1.16%	----	----	----
Pensacola Christian College	1,584	8	0.66%	----	----	----
Ascend Performace Materials	1,288	9	0.54%	830	9	0.38%
West Florida Healthcare	1,200	10	0.50%	1,200	8	0.56%
West Telemarketing	----	----	----	800	10	0.37%
Gulf Power Company	----	----	----	1,774	7	0.82%
Total	56,483		23.70%	49,220		22.77%

Source: Florida West and Florida Department of Economic Opportunity. Data presented in this report is based on information available at the time of publication and is subject to change as new information becomes available.

Notes: Principal employer information is only available on a calendar year basis and for the Pensacola Metropolitan Statistical Area. Actual numbers are not available, therefore estimates are presented.

OPERATING INFORMATION

CITY OF PENSACOLA, FLORIDA
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Governmental activities:										
General Government										
Permits issued	7,162	8,034	8,606	9,105	9,180	11,602	9,521	7,949	8,151	7,244
Building inspections conducted	13,661	15,067	18,642	18,666	17,147	18,913	23,585	24,328	19,915	20,739
Police										
Residential burglary responses	360	321	272	183	125	244	107	107	114	177
Commercial burglary responses	84	62	60	49	40	74	46	59	36	71
Emergency responses	84,804	94,293	93,800	87,706	79,621	86,296	77,825	82,721	88,733	87,352
Physical arrests	2,438	2,972	3,697	3,959	2,781	2,781	2,575	2,883	3,207	3,152
Traffic violations	6,795	7,996	7,315	8,391	8,523	5,713	6,996	6,287	7,688	5,180
Fire										
Emergency responses	6,323	7,166 (e)	7,571 (e)	7,874	5,743	5,435	7,359	7,608	7,839	7,865
Fires extinguished	197	255 (e)	210 (e)	252	276	238	255	268	229	213
Inspections	1,041	2,034 (e)	2,824 (e)	2,574	1,778	3,640	3,495	4,269	3,815	4,125
Transportation (a)										
Traffic signals maintained	449	328	354	291	178	176	315	288	771	760
Traffic warning signals maintained	32	34	31	25	34	36	30	18	20	48
Street lights maintained	209	294	207	233	183	175	215	175	490	612
Street name markers replaced	257	194	213	297	231	220	180	170	237	161
Traffic control signs replaced	978	1,037	996	1,007	971	1,230	250	280	191	325
Culture and recreation										
Parks and recreation										
Number of programs offered	425	452	459	477	375 (f)	252 (f)	238	311	374	308
City resident program participants	310,437 (d)	277,241	338,461	307,117	136,578 (f)	130,611 (f)	155,290	222,537	191,489	188,117
County resident program participants	113,682	99,795	76,913	61,456	58,511 (f)	39,438 (f)	53,024	63,565	67,357	101,739
Golf Course										
Rounds played	25,874	27,394	26,243	25,487	28,411	23,087	22,949	24,876	24,823	26,889
Tournaments held	74	78	79	79	62	42	65	75	80	88
Tournament participants	4,810	4,914	4,983	4,972	2,841	1,722	2,739	2,208	2,551	2,900
Economic environment										
Homes repaired/rehabilitated	28	12	27	11	8	6	21	12	25	8
New homes constructed	3	2	2	-	-	-	-	-	-	-
First-time homebuyers assisted/Foreclosure Prevention	115	122	130	76	84	55	44	50	82	53
Families assisted (monthly)	2,376	2,417	2,285	2,165	2,167	2,078	1,950	1,857	1,850	1,791
Housing inspections conducted	4,108	3,912	3,532	3,618	3,027	3,301	3,323	3,642	2,626	2,120
Nutritional Meal Programs (monthly)	1,997	1,721	1,382	1,382	1,703	323	1,771	2,279	2,132	2,408
Physical environment (a)										
Miles of paved streets swept	22,907	21,619	23,743	22,381	23,329	23,329	23,329	24,339	24,339	24,869

(continued)

CITY OF PENSACOLA, FLORIDA
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Business-type Activities:										
Utility										
Average daily consumption in mmbtu's (b)	9,748	9,564	10,527	10,167	10,760	11,146	10,410	10,380	10,824	10,210
Maximum daily consumption in mmbtu's	28,093	28,803	39,593	27,795	28,206	28,363	30,049	30,757	33,364	33,139
In City customer connections	15,853	14,461	13,664	13,853	14,021	14,309	14,526	14,959	15,023	15,112
Outside City customer connections	40,788	37,329	35,350	35,821	36,237	36,954	39,687	37,467	37,729	37,881
Sanitation										
Customers	19,535	19,747	19,895	20,402	20,386	20,934	21,029	21,293	21,131	23,516
Refuse collected (tons)										
Garbage	15,395	15,455	15,685	16,510	17,218	18,979	19,691	23,759	38,070	19,205
Green Waste	14,769	13,211	13,281	12,523	13,282	10,706	10,643	12,807	14,121	11,994
Recycling (new in FY 2009)	4,745	4,605	4,141	4,282	3,874	2,936	2,614	598	1,236 (h)	189
Construction/Demolition (C&D)	2,202	2,213	1,568	1,739	2,185	2,190	1,914	1,205	1,691	734
Port										
Tonnage exported	30,506	54,641	36,269	10,517	597 (g)	4,566	3,199	2,777	1,755	2,485
Tonnage imported	170,503	177,294	78,445	81,893	104,420	173,876	397,902	421,757	338,710	303,447
Number of vessels in port	51	20	31	29	26	28	46	50	43	40
Airport										
Mainland carriers	2	3	5	5	5	7	7	7	8	8
Regional commuter services	9	10	10	10	9	10	9	9	7	8
Passengers enplaned	802,260	834,504	951,751	1,100,121	692,616 (f)	1,041,318	1,223,137	1,328,498	1,521,641	1,558,815
Passengers deplaned	802,482	834,393	950,920	1,100,445	689,515 (f)	1,036,102	1,217,526	1,322,805	1,508,770	1,557,503
Air freight enplaned in pounds	4,196,031	4,839,066	5,815,192	4,763,078	4,937,432 (f)	5,657,427	5,561,110	4,651,014	4,769,650	8,975,879
Mail enplaned in pounds	2 (c)	1,202	-	-	-	598	-	-	-	-
Total flights (private and commercial)	97,858	114,026	115,268	125,213	107,441 (f)	102,294	120,061	135,684	158,625	150,391

Sources: Various city departments.

Notes: No operating indicators are available for the human services function. For those indicators that are null, data is not available.
(a) Data provided is based on estimates.
(b) MMBTU stands for one million British Thermal Unit.
(c) In 2016, commercial airlines have shifted from carrying mail to allow more space for passenger luggage which produces greater revenue.
(d) The increase in participants in the center programs was due to implementation of new programs.
(e) Fire operating Indicators were restated for years 2017 and 2018.
(f) In FY 20-21 the City's operations were reduced to due COVID-19 pandemic.
(g) In FY 2020 one of Port's large tenants had a decrease in sales overseas.
(h) In FY 2024 Recycling collection by trucks was stopped but recycling locations for citizen drop off began.

CITY OF PENSACOLA, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Governmental Activities:										
General Government										
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol units	140	146	148	149	144	143	145	151	152	154
Fire										
Stations	6	6	6	6	6	6	7	7	7	7
Apparatus	31	31	31	31	32	32	31	31	32	33
Transportation (a)										
Miles of street	332	325	325	325	326	326	326	326	326	326
Traffic warning signals	64	66	66	65	64	66	67	67	67	73
Traffic control signals	92	92	92	92	86	96	101	101	101	101
Traffic control signs	10,519	10,536	10,557	10,621	10,959	10,959	10,985	11,005	11,052	11,055
Culture and recreation										
Parks and recreation										
Parks	93	93	93	93	93	93	93	93	94	94
Acreage	592	592	593	600	600	600	600	600	610	610
Golf course										
Par	70	70	70	70	70	70	70	70	70	70
Acreage	123	123	123	123	123	123	123	123	123	123
Yardage	6,400	6,400	6,400	6,400	6,400	6,400	6,400	6,400	6,400	6,400
Economic environment (a)										
Street lights	7,891	7,887	7,906	8,124	9,103	9,508	9,695	9,695	9,715	9,720
Street name markers	5,703	5,709	5,711	5,734	5,749	5,749	5,749	5,749	5,749	5,749
Berths	3	3	3	3	3	3	3	3	3	3
Physical environment										
Street Sweepers	7	7	7	7	7	7	8	7	7	7

(continued)

CITY OF PENSACOLA, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

	Fiscal Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Business-type activities:										
Utility										
Miles of gas mains	1,621	1,639	1,654	1,719	1,745	1,761	1,789	1,799	1,807	1,812
Sanitation										
Collection trucks - residential										
Garbage	11	11	10	10	9	8	8	15	15	15
Collection trucks - trash collection										
Container	2	2	2	2	2	2	6	6	5	9
Grapplers	9	9	9	10	11	13	10	13	11	11
Shuttle	2	2	2	2	2	2	2	2	2	2
Tractor	1	1	1	1	1	1	1	1	1	1
Shuttle trailers	8	8	8	8	8	2	2	2	2	2
Roll Off	-	-	-	-	-	-	1	1	1	1
Rear Loader	-	-	-	-	-	-	1	1	1	1
Collection trucks - residential										
Recycling	7	7	5	7	7	5	5	4	0 (b)	4
Transfer Station										
Tractors	-	-	-	-	-	-	7	8	7	7
Trailors	-	-	-	-	-	-	7	7	7	7
Port										
Warehouses	7	7	7	7	7	7	7	7	7	8
Berths	5	5	5	5	5	5	5	5	5	5
Airport										
Runway 17-35 length and width in square feet	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150
Runway 8-26 length and width in square feet	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150	7000x150
Terminal building in square feet	181,808	181,808	181,808	181,808	181,808	181,808	181,808	181,808	181,808	181,808

Sources: Various city departments.

Notes: No capital asset indicators are available for the economic environment and human services function. For those indicators that are null, data is not available.
(a) Data provided is based on estimates.
(b) The City stopped recycling collection beginning October 1, 2023 (FY 24).

CITY OF PENSACOLA, FLORIDA
FULL-TIME-EQUIVALENT CITY GOVERNMENT POSITIONS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

	Fiscal Year										
Function/Program	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**		**2025**
Governmental activities:											
General Government											
Mayor	8	8	8	8	11	11	11	12	13		14
City Clerk	3	3	2	2	3	3	3	3	4		4
City Council	4	5	5	5	5	5	5	5	5		5
Development Services (e)	0	0	0	0	0	0	0	2	4		4
Legal	3	3	4	4	6	6	7	7	7		7
Human Resources	7	10	10	10	11	13	13	14	14		14
Financial Services	27	25	25	25	24	24	24	28	25		25
Planning Services	7	8	7	8	8	8	7	5	5		4
Facilities and Fleet Management	17	17	17	17	17	18	18	17	17		34 (h)
Technology Resources	15	14	14	14	14	17	20	20	20		20
CRA	0	2	2	2	2	3	4	5	5		6
Parking Management (d)	0	0	0	0	0	0	7 (d)	7	11	(g)	12
Public Safety											
Police	204	204	204	204	205	206	206	210	211		207
Fire	115	116	123 (c)	123	123	125	125	126	126		123
Inspection Services	12	12	12	12	12	12	12	15	19		18
Transportation											
Public Works	23	23	23	23	23	23	23	26	26		11
Culture and Recreation											
Neighborhood Services (a)	47	48	48	48	50	57	62	63	63		57
Golf Course	3	3	3	3	3	3	3	3	3		3
Economic Environment											
Housing	20	20	20	20	19	23	24	24	23		24
Physical Environment											
Stormwater utility	27	27	27	27	27	27	30	32	30		30
Engineering	8	8	8	8	8	9	10	8	11		13
Code Enforcement (f)	0	0	0	0	0	0	0	0	11	(f)	11
Business-type activities:											
Utility	117	117	115	114	114	122	124	128	129		115
Sanitation	43	43	43	43	43	49	51	50	39		36
Port	9	9	8	8	8	9	9	10	8		8
Airport	51	51	53	53	56	57	58	64	66		67
	770	776	781	781	792	830	856	884	895		872

Source: City Budget Office

Notes: (a) Number of employees represent full time budgeted positions. Parks and recreation has part-time temporary employees to help facilitate programs during the summer.
(b) As part of reorganization, public works employees moved to park works.
(c) Six fire cadets were added with the revitalization of the Fire Cadet Program.
(d) Parking Management Division moved from the Mayor's Office to become Parking Management Department.
(e) Development Services Department created in FY 2023.
(f) Code Enforcement was included with Sanitation in years past and then separated into their own department in FY 2024
(g) Constituent Services/311 Public Call center moved form the myaor's office to Parking Management
(h) Facilities and Fleet Management Department was created from facilities activity of Public Works and the Central Service Garage

CITY OF PENSACOLA, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS,
PASSENGER FACILITY CHARGE AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Federal/State Agency, Pass-Through Entity, Federal Program/State Project	Assistance Listing Number	Contract Grant Number	Pass-Through Entity Identifying Number	Passed Through to Sub recipients	Total Expenditures	Passenger Facility Charge Revenue
FEDERAL AWARDS						
EXECUTIVE OFFICE OF THE PRESIDENT						
High Intensity Drug Trafficking Areas Program	95.001	G24GC0007A			21,720	
Total Executive Office of the President				-	**21,720**	
U.S. DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY						
Brownfields Assessment and Cleanup Cooperative Agreement	66.818	02D28822			44,404	
Total U.S. Department of Environmental Agency					**44,404**	
U.S. DEPARTMENT OF HOMELAND SECURITY						
Passed throught Florida Division of Emergency Management						
Hazard Mitigation Grant Program	97.039	H0871			85,345	
Passed through State of Florida, Florida Division of Emergency Management:						
Disaster Grants - Public Assistance	97.036	Z2566			1,599,174	
Port Security Grant Program	97.056	EMW-2023-PU-00455-S01			219,213	
Passed through Florida Division of Emergency Management						
Emergency Management Performance Grant	97.042	N/A			7,500	
Total U.S. Department of Homeland Security				-	**1,911,232**	
U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT						
CDBG-Entitlement Grants Cluster:						
COVID-19 Community Development Block Grant (CARES)	14.218	B-20-MW-12-0016			7,597	
Community Development Block Grant	14.218	B-21-24-MC-12-0016			227,924	
Housing Rehabilitation	14.218	B-18-19/24-MC-12-0016			193,920	
Aid to Private Agencies	14.218	B-19-24-MC-12-0016		70,000	224,377	
Total CDBG-Entitlement Grants Cluster				70,000	653,818	
Passed through Escambia County Florida:						
HOME Investment Partnerships Program	14.239	M23/24-DC-12-0225			146,702	
Passed through Florida Department of Commerce						
Community Development Block Grants	14.228	HS001			4,064,720	
Community Development Block Grants	14.228	HS002			479,145	
Community Development Block Grants	14.228	HS003			71,400	
Community Development Block Grants	14.228	HS010			23,459	
Community Development Block Grants	14.228	HS017			11,551	
Community Development Block Grants	14.228	HS016			9,320	
					4,659,595	
Housing Voucher Cluster:						
Section 8 Housing Choice Vouchers Program	14.871	FL092VO0306-0313			21,518,081	
Total Housing Voucher Cluster				-	21,518,081	
Total U. S. Department of Housing and Urban Development				**70,000**	**26,978,196**	
U.S. DEPARTMENT OF INTERIOR						
Historic Preservation Fund Grants In Aid	15.904	P23AP01114-00			37,280	
Total U.S. Department of Interior					**37,280**	
U. S. DEPARTMENT OF JUSTICE						
Passed through State of Florida Department of Law Enforcement (FDLE)						
Edward Byrne Memorial Justice Assistance Program	16.738	15PBJA-21-GG-04918-JAGX			28,922	
Edward Byrne Memorial Justice Assistance Program	16.738	6N176EX			32,835	
Edward Byrne Memorial Justice Assistance Program	16.738	15PBJA-23-GG-03266-JAGX			4,055	
					65,812	
Total U. S. Department of Justice				-	**65,812**	
U. S. DEPARTMENT OF DEFENSE						
Community Investment	12.600	HQ00052310066			4,880,241	
Total U.S. Department of Defense					**4,880,241**	
GULF COAST ECOSYSTEM RESTORATION COUNCIL						
Passed through Florida Division of Environmental Protection						
Gulf Coast Ecosystem Restoration Council Comprehensive Plan Component Program	87.051	RES12			126,644	
Total Gulf Coast Ecosystem Restoration Council					**126,644**	
U. S. DEPARTMENT OF TRANSPORTATION						
Airport Improvement Program	20.106	N/A			6,525,145	
Passed through Florida Department of Transportation						
Highway Planning and Construction	20.205	G2A64			125,635	
Highway Planning and Construction	20.205	G2E66			7,422	
					133,057	
Highway Safety Cluster:						
Passed through Florida Department of Transportation						
State and Community Highway Traffic Safety Program	20.600	G3415			44,729	
Total Highway Safety Cluster					44,729	
Total U. S. Department of Transportation				-	**6,702,931**	

CITY OF PENSACOLA, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS,
PASSENGER FACILITY CHARGE AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2025

U.S. DEPARTMENT OF TREASURY					
COVID-19 American Rescue Plan: Coronavirus State and Local Fiscal Recovery Funds	21.027	NA		3,464,522	
Passed through State of Florida Deparment of Environmental Protection					
COVID-19 American Rescue Plan: Coronavirus State and Local Fiscal Recovery Funds	21.027	SLRFP0125		587,489	
Passed through State of Florida Department of Commerce					
COVID-19 American Rescue Plan: Coronavirus State and Local Fiscal Recovery Funds	21.027	G0109		3,376,670	
Passed through State of Florida, Department of State					
COVID-19 American Rescue Plan: Coronavirus State and Local Fiscal Recovery Funds	21.027	UMRAF87HQF5		169,412	
COVID-19 American Rescue Plan: Coronavirus State and	21.027	WPZ5ZJLN33A9		506	
				7,598,599	
Passed through State of Florida Department of Commerce Coronavirus Capital Projects Funds	21.029	BB207		93,800	
Total U.S. Department of Treasury			**-**	**7,692,399**	
TOTAL EXPENDITURES OF FEDERAL AWARDS			**$ 70,000**	**$ 48,460,859**	
PASSENGER FACILITY CHARGE				**$ 1,698,036**	**$ 6,837,059**
STATE FINANCIAL ASSISTANCE					
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION					
Statewide Surface Water Restoration and Wastewater Projects	37.039	NS087		500,000	
Total Florida Department of Environmental Protection			**-**	**500,000**	
FLORIDA DEPARTMENT OF FINANCIAL SERVICES					
Fire Decontamination Equipment Grant Program	43.013	N/A	$	$ 15,480	
Total Florida Department of Financial Services			**-**	**15,480**	
FLORIDA DEPARTMENT OF COMMERCE					
Housing and Community Development	40.038	HL251		71,521	
Total Florida Department of Economic Opportunity			**-**	**71,521**	
FLORIDA DEPARTMENT OF LAW ENFORCEMENT					
Florida Drone Replacement Program	71.092	3X122		74,998	
Total Florida Department of Law Enforcement				**74,998**	
FLORIDA DEPARTMENT OF TRANSPORTATION					
Aviation Grant Programs	55.004	G0Z27		22,558,130	
Aviation Grant Programs	55.004	G2E51		407,743	
Aviation Grant Programs	55.004	G2M52		940,743	
Aviation Grant Programs	55.004	G3134		984,132	
				24,890,748	
Local Transportation Projects	55.039	G3A62		100,000	
Seaport Grant Programs	55.005	44554819402		653,131	
Seaport Grant Programs	55.005	42235439405		20,664	
Seaport Grant Programs	55.005	44554819403		158,592	
Seaport Grant Programs	55.005	44554819404		320,553	
			-	1,152,940	
Intermodal Access Development Program	55.014	44554819402		1,439,842	
Total Florida Department of Transportation			**-**	**27,583,530**	
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION					
Deepwater Horizon Oil Spill	77.048	FWC21129		47,836	
Deepwater Horizon Oil Spill	77.048	FWC21130		24,293	
Total Florida Fish and Wildlife Conservation Commission			**-**	**72,129**	
FLORIDA HOUSING FINANCE CORPORATION					
Passed through Escambia County Florida:					
SHIP Program	40.901	SHIP 2024-2025		32,271	
Total Florida Housing Finance Corporation			**-**	**32,271**	
TOTAL EXPENDITURES OF STATE FINANCIAL ASSISTANCE			**$ -**	**$ 28,349,929**	

CITY OF PENSACOLA, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS,
PASSENGER FACILITY CHARGE AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2025

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS, PASSENGER FACILITY CHARGE AND STATE FINANCIAL ASSISTANCE

The schedule of expenditures of federal awards, passenger facility charge, and state financial assistance is presented on the accrual basis of accounting in accordance with generally accepted accounting

The accompanying Shcedule summarizes the federal, state, and passenger facility charge expenditures of the City under programs of the federal government, state government, and Passenger Facility Charge Audit Guide for Public Agencies, for the year ended September 30,2025. The information in this schedule is presented in accordance with the requirements of Titles 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Chapter 10.550, Rules of the Auditor General, and as specified in the passenger Facility Charge Audit Guide for Public Agencies, issued by the FAA. Therefore, some amounts presented in this schedule may differ from amounts presented in or used in the preparation of the basic financial statements.

The City has elected to use the 15-percent de minimis indirect cost rate as covered in 2 CFR 200.414 of the Uniform Guidance for Federal Awards.

Total Federal Assistance Listing No. 97.036 expenditures of $1,599,174 were incurred in a prior fiscal year and obligated by FEMA in the current fiscal year.

The grant revenue accounts are subject to audit and adjustment. If any expenditures are disallowed by the grantor agencies as a result of such audit, any claim for reimbursement to the grant agencies would become a liability of the City. In the opinion of managemetn, all grant expenditures are in compliance with the terms of the grant agreements and applicable federal laws and regulation.

The City has a loan program for low income housing renovations funded through the Community Development Block Grants and a loan program for home reconstruction funded through the HOME Investment Partnerships Program Grants. Under these programs, repayments to the City are considered program revenues (income) and loans of such funds to eligible recipients are considered expenditures. There were no new loans disbursed in the fiscal year 2025. The amount of principal and interest received in loan repayments for the year was $58,841.34 and $46,806.04 respectively. The balance of the loans outstanding as of fiscal year end consist of:

Community Development Block Grants Assistance Listing number 14.218 $777,141.70
HOME Investment Partnerships Program Grants Assistance Listing number 14.239 $504,540.44

1 Includes debt service of $1,698,036
2 Includes interest earnings of $831,380

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and
Members of the City Council
City of Pensacola, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Pensacola, Florida ("the City"), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 9, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Warren Averett, LLC

Pensacola, Florida
March 9, 2026

Warren Averett
CPAs AND ADVISORS

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Pensacola, FL 32502
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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM, STATE PROJECT AND PASSENGER FACILITY CHARGE PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE, CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL* AND THE *PASSENGER FACILITY CHARGE AUDIT GUIDE FOR PUBLIC AGENCIES*

Honorable Mayor and
Members of the City Council
City of Pensacola, Florida

Report on Compliance for Each Major Federal Program, State Project, and Passenger Facility Charge Program

Opinion on Each Major Federal Program, State Project, and Passenger Facility Charge Program

We have audited the City of Pensacola, Florida's (the "City") compliance with the types of compliance requirements described in the OMB *Compliance Supplement*, the requirements described in the Florida Department of Financial Services' *State Projects Compliance Supplement*, and the compliance requirements described in the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration, that could have a direct and material effect on each of the City's major federal programs, state projects and its passenger facility charge program for the year ended September 30, 2025. The City's major federal programs, major state financial assistance projects, and passenger facility charge program are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs, state projects and passenger facility charges program for the year ended September 30, 2025.

Basis for Opinion on Each Major Federal Program, State Project, and Passenger Facility Charge Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); the compliance requirements described in the *Passenger Facility Charge Audit Guide for Public Agencies*, and Chapter 10.550, *Rules of the Auditor General*. Our responsibilities under those standards, the Uniform Guidance, Chapter 10.550, *Rules of the Auditor General*, and the *Passenger Facility Charge Audit Guide for Public Agencies* are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program, state project, and passenger facility charge program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs, state projects and passenger facility charge program.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, issued by the Comptroller General of the United States; Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); Chapter 10.550, *Rules of the Auditor General*, and the *Passenger Facility Charge Audit Guide for Public Agencies*, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program, state project, and passenger facility charge program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform Guidance, Chapter 10.550, *Rules of the Auditor General*, and *Passenger Facility Charge Audit Guide for Public Agencies* we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and the Florida Department of Financial Services' *State Projects Compliance Supplement*, and the *Passenger Facility Charge Audit Guide for Public Agencies*, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed below, we did identify a deficiency in internal control over compliance that we consider to be a significant deficiency.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program, state project, and passenger facility charge program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program, state project, and passenger facility charge program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program, state project, and passenger facility charge program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2025-001 to be a significant deficiency.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the internal control over compliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, and *Passenger Facility Charge Audit Guide for Public Agencies*. Accordingly, this report is not suitable for any other purpose.

Warren Averett, LLC

Pensacola, Florida
March 9, 2026

CITY OF PENSACOLA, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

SECTION I – SUMMARY OF AUDITORS' RESULTS

FINANCIAL STATEMENTS

Type of auditors' report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	____ Yes ✓ No
Significant deficiency (ies) identified?	____ Yes ✓ None reported
Noncompliance material to financial statements noted?	____ Yes ✓ No

FEDERAL AWARDS, STATE FINANCIAL ASSISTANCE, AND PASSENGER FACILITY CHARGE PROGRAM

Internal control over major federal programs:	
Material weakness(es) identified?	____ Yes ✓ No
Significant deficiency(ies) identified?	✓ Yes ____ None reported
Internal control over major state projects:	
Material weakness(es) identified?	____ Yes ✓ No
Significant deficiency(ies) identified?	____ Yes ✓ None reported
Internal control over passenger facility charge program:	
Material weakness(es) identified?	____ Yes ✓ No
Significant deficiency(ies) identified?	____ Yes ✓ None reported
Type of auditors' report issued on compliance for major federal programs, state projects and passenger facility charge program:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance 2 CFR 200.516(a) or Chapter 10.550, *Rules of the Auditor General*?	____ Yes ✓ No

CITY OF PENSACOLA, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

IDENTIFICATION OF MAJOR FEDERAL PROGRAMS

Federal Programs:

Federal Assistance Listing No. 12.600 – Community Investment
Federal Assistance Listing No. 14.228 – Community Development Block Grants
Federal Assistance Listing No. 14.871 – Housing Voucher Cluster
Federal Assistance Listing No. 97.036 – Disaster Grants – Public Assistance

Dollar threshold used to distinguish between type A and type B federal programs: $ 1,453,826

Auditee qualified as low-risk auditee? ✓ Yes ___ No

IDENTIFICATION OF MAJOR STATE FINANCIAL ASSISTANCE PROJECTS

State Projects:

CSFA No. 55.004 Aviation Grant Programs

CSFA No. 55.005 Seaport Grant Programs

CSFA No. 55.014 Intermodal Access Development Program

Dollar threshold used to distinguish between type A and type B state programs: $ 850,498

SECTION II – FINANCIAL STATEMENT FINDINGS

There are no findings which were required to be reported in accordance with *Government Auditing Standards*.

SECTION III – MAJOR FEDERAL PROGRAM FINDINGS AND QUESTIONED COSTS

FINDING 2025-001 - INTERNAL CONTROL OVER ELIGIBILITY

Federal Agency: U.S. Department of Housing and Urban Development
Federal Program: Section 8 Housing Choice Vouchers
Assistance Listing Number: 14.871
Compliance Requirement: Eligibility
Audit Finding: Significant Deficiency

Criteria: 24 CFR section 982.516 and Pensacola Housing's Administrative Plan state a tenant file must document why third-party income verification was not available.

Condition and Context: During the review of 40 tenant files, there were three instances where third-party income verification was not obtained. In these instances, other methods of verifying income were utilized. The use of the alternative verification methods did not result in noncompliance with program eligibility; however, the tenant files did not document why third-party income verification was not utilized.

Cause: Failure to execute internal controls over the federal Eligibility compliance requirement.

Effect: Non-compliance with the federal Eligibility requirement. Failure in internal controls could result in improper housing assistance payments.

Questioned Cost: None

Repeat Finding: No

Recommendation: We recommend the City implement and execute strengthened internal controls over the federal Eligibility compliance requirement to include documentation maintenance. The City should ensure eligibility verification complies with grant requirements by using third-party income verification when required and maintaining adequate documentation when alternative methods are used.

View of Responsible Officials: See accompanying corrective action plan.

SECTION IV – MAJOR STATE PROJECT FINDINGS AND QUESTIONED COSTS

There are no audit findings required to be reported in accordance with Chapter 10.550, *Rules of the Auditor General*.

CITY OF PENSACOLA, FLORIDA
SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

There were no findings reported in the prior year.

THE CITY OF PENSACOLA
WHERE FLORIDA BEGINS

Warren Averett
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Pensacola, FL 32502

CORRECTIVE ACTION PLAN

The finding from the September 30, 2025 schedule of findings and questioned costs is discussed below. The finding is numbered consistently with the number assigned in the schedule.

The City of Pensacola Housing Department's direct action in response to the finding is to meet with the Housing Placement Specialists to discuss the finding, review Pensacola Housing's Administrative Plan and 24 CFR 982.516, clarify the proper procedures for accepting self-declared income, and monitoring for ongoing compliance.

Program Manager Nicole Louie will randomly select files from each Housing Placement Specialist's caseload to complete a quality control review over the next 60 days to ensure proper income-verification procedures are followed. In addition, SEMAP (Section 8 Management Assessment Program) quality control is conducted quarterly by the Housing Office Coordinator as part of the self-scoring assessment submitted to HUD. Any non-compliance identified during the SEMAP quarterly review will be brought to the attention of the Section 8 Program Manager and the Housing Placement Specialist.

Name of Contact Person for Completing Corrective Action Plan:
Nicole Louie, Program Manager
850-858-0316
nlouie@cityofpensacola.com

Expected date of completion is April 30, 2026

FINDING 2025-001

During the review of 40 tenant files, there were three instances a tenant file did not document why third-party income verification was not utilized.

After review, the Housing Placement Specialists calculated the income correctly, and there was no resulting over subsidy. However, their notation regarding the acceptance of self-declared income was not captured electronically in the Housing Pro software. Prior to transitioning to electronic files, such notations were documented in the physical file. Moving forward, Housing Eligibility Specialists will be required to record all notes regarding self-declared income directly in the Housing Pro software.

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INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

Honorable Mayor and
Members of the City Council
City of Pensacola, Florida

We have examined the City of Pensacola, Florida's (hereinafter referred to as the "the City") compliance with the following requirements for the year ended September 30, 2025:

(1) Florida Statute 218.415 in regard to investments.

(2) Florida Statute 288.8018 in regard to the Deepwater Horizon Oil Spill receipts and expenditures.

Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City has complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2025.

This report is intended solely for the information and use of the City and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

Pensacola, Florida
March 9, 2026

CITY OF PENSACOLA, FLORIDA
OTHER SUPPLEMENTARY INFORMATION
SCHEDULE OF RECEIPTS AND EXPENDITURES OF FUNDS RELATED TO THE DEEPWATER HORIZON OIL SPILL
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Source	Amount Received in the 2025 Fiscal Year	Amount Expended in the 2025 Fiscal Year
Florida Fish and Wildlife Conservation Commission		
Deepwater Horizon Oil Spill - Agreement FWC21129		
Deepwater Horizon Oil Spill - Agreement FWC21130	-	47,836
Triumph Gulf Coast, Inc.	-	24,293
Triumph Gulf Coast-Agreement No. 315	-	6,942,602
Triumph Gulf Coast- Agreement No. 120	17,566,323	22,496,288
	$ 17,566,323	$ 29,511,019

Note: This includes funds related to the Deepwater Horizon Oil Spill that are considered state financial assistance not audited as a major project. These expenditures are reported on the Schedule of Expenditures of Federal Awards and State Financial Assistance under Assistance Listing #77.048.

This schedule is prepared on the cash basis of accounting.

See independent auditor's report.

Warren Averett
CPAs AND ADVISORS

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MANAGEMENT LETTER

Honorable Mayor and
Members of the City Council
City of Pensacola, Florida

Report on the Financial Statements
We have audited the financial statements of the City of Pensacola, Florida (hereinafter referred to as the "City"), as of and for the year ended September 30, 2025, and have issued our report thereon dated March 9, 2026.

Auditors' Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); Chapter 10.550, *Rules of the Auditor General*; and *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration.

Other Reporting Requirements
We have issued our Independent Auditors' Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for Each Major Federal Program, State Project, and Passenger Facility Charge Program and on Internal Control over Compliance Required by the Uniform Guidance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on Examination of Compliance Requirements in Accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated March, 9, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No findings were reported in the prior year.

Financial Condition and Management
Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Property Assessed Clean Energy (PACE) Programs
As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did operate within the City's boundaries during the fiscal year under audit.

As required by Section 10.554(1)(i)6.b. and Section 10.554(1)(i)6.c, Rules of the Auditor General, a list of all program administrators and third-party administrators that administered the program along with the full names and contact information of each such program administrator and third-party administrator is provided below.

Florida Resiliency and Energy District "FRED"
William "Bill" F. Spivey Jr. - Executive Director
Chris Bryan – Program Analyst
Phone – 407-624-5797
Email – cbryan@fdfcbonds.com
Florida Development Finance Corp.
156 Tuskawilla Road, Suite 2340
Winter Springs, FL 32708
Administrator for the Florida Resiliency and Energy District

Florida Green Finance Authority
James Candela – Special District Services
Phone – 561-630-4922 ext: 240
Fax – 561-630-4923
2501 A Burns Road
Palm Beach Gardens, FL 33410

Florida PACE Funding Agency (FPFA)
Michael Moran – Executive Director
Wendy Leach – Director of Operations
Will Saba – SR. Vice President
Phone – 800-969-4382
18201 Von Karman Avenue, Suite 220
Irvine, CA 92612
dta – www.financedta.com

Green Corridor
Beatrice Medina – Assistant Director, PACE Group Willdan Financial Services
Phone – 951-587-3500
Fax – 951-587-3510
27368 Via Industria, Suite 200
Temecula, CA 92590

Special District Component Units
Section 10.554(1)(i)5.c, *Rules of the Auditor General*, requires that we determine whether or not a special district that is a component unit of the City provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the City in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that all special district component units provided the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Specific Information
As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, *Rules of the Auditor General*, the Downtown Improvement Board (the Board), a dependent special district of the City, reported:

a. The total number of Board employees compensated in the last pay period of the district's fiscal year as two.

b. There were no independent contractors to whom nonemployee compensation was paid in the last month of the Board's fiscal year.

c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as $164,000.

d. There were compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency.

e. Each construction project with a total cost of at least $65,000 approved by the Board that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as – No planned projects.

f. The Board did not amend its final adopted budget under Section 189.016(6), Florida Statutes.

The specific information reported in the previous paragraph has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Additional Matters
Section 10.554 (1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of This Letter
Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, and applicable management and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

Pensacola, Florida
March 9, 2026

CITY OF PENSACOLA, FLORIDA
FINANCIAL DATA SCHEDULE
SECTION 8 HOUSING CHOICE VOUCHERS PROGRAM
ASSISTANCE LISTINGS NUMBER 14.871
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Line Item #	Account Description	HCV Program 14.871	HCV CARES Act Funding 14.HCC	EHV Program 14.EHV	Total
	Assets:				
	Current Assets:				
	Cash:				
111	Unrestricted	$ 1,994,323		6,868	2,001,191
113	Other restricted			9,865	9,865
115	Restricted for payment of current liablities	9,476		149	9,625
100	**Total cash**	2,003,799	0	16,882	2,020,681
	Receivables:				
128	Fraud recovery	2,425,160			2,425,160
128.1	Allowance for doubtful accounts - Fraud	(1,629,502)			(1,629,502)
120	**Total receivables**	795,658	0	0	795,658
142	Prepaid expenses and other assets	7,831			7,831
150	**Total current assets**	2,807,288	0	16,882	2,824,170
290	**Total assets**	$ 2,807,288	0	16,882	2,824,170
	Liabilities:				
	Current liabilities:				
312	Accounts payable <= 90 days	$ 8,365			8,365
322	Accrued compensated absences - current portion				0
331	Accounts payable - HUD PHA Programs	1,111		149	1,260
333	Accounts payable - other government				0
342	Deferred revenue	795,658		366	796,024
310	**Total current liabilities**	805,134	0	515	805,649
300	**Total liabilities**	805,134	0	515	805,649
	Equity:				
508.3	Nonspendable Fund Balance	7,831	0	0	7,831
509.3	Restricted Fund Balance	0	0	9,865	9,865
512.3	Unassigned fund balance	1,994,323	0	6,502	2,000,825
513	**Total equity/net assets**	2,002,154	0	16,367	2,018,521
600	**Total liabilities and equity/net assets**	$ 2,807,288	0	16,882	2,824,170

CITY OF PENSACOLA, FLORIDA
FINANCIAL DATA SCHEDULE
SECTION 8 HOUSING CHOICE VOUCHERS PROGRAM
ASSISTANCE LISTINGS NUMBER 14.871
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Line Item #	Account Description	HCV Program 14.871	HCV CARES Act Funding 14.HCC	EHV Program 14.EHV	Total
	Revenues				
	Other revenue:				
70600	HUD PHA Operating Grants	$ 20,883,049		346,568	21,229,617
71100	Investment Income - unrestricted	53,702		439	54,141
71400	Fraud Recovery	43,963			43,963
71500	Other revenue	106,156			106,156
71600	Gain or loss on sale of capital assets		0		0
72000	Investment Income - restricted		0		0
70000	**Total revenues**	21,086,870	0	347,007	21,433,877
	Expenses				
91100	Administrative salaries	692,282		19,890	712,172
91200	Auditing fees	35,000			35,000
91500	Employee benefit contributions - administrative	491,890		8,080	499,970
91810	Allocated Overhead	85,000			85,000
91900	Other operating - administrative	3,821			3,821
92400	Tenant services - other				0
93100	Water	164			164
93200	Electricity	3,783			3,783
93300	Gas	170			170
93600	Sewer	307			307
93800	Other utilities expense	273			273
94200	Maintenance and operations - materials and other	271,757			271,757
94300	Maintenance and operations - contracts	119,741			119,741
96110	Property insurance	17,073			17,073
96200	Other general expenses	730			730
96210	Compensated absences				0
96900	**Total operating expenses**	1,721,991	0	27,970	1,749,961
97000	**Excess operating revenue over operating expenses**	19,364,879	0	319,037	19,683,916
	Other expenses:				
97300	Housing Assistance Payments	19,441,592		326,528	19,768,120
97600	Capital outlays - governmental funds				0
90000	**Total expenses**	21,163,583	0	354,498	21,518,081
10000	**Excess (deficiency) of total revenue over (under) total expenses**	$ (76,713)	0	(7,491)	(84,204)
11030	Beginning Equity	$ 2,078,867	0	23,858	2,102,725
11170	Administrative Fee Equity	$ 2,002,154	0	6,502	2,008,656
11180	Housing Assistance Payments Equity	$ 0	0	9,865	9,865
11190	Unit Months Available	27,612	0	420	27,612
11210	Number of Unit Months Leased	21,228	0	311	21,228

City of Pensacola

AUDIT RESULTS

FOR THE YEAR ENDED SEPTEMBER 30, 2025

Warren Averett

CPAs AND ADVISORS

This Year's Audit Results

Matter	Conclusion
Opinions on Financial Statements	▪ Fairly stated in all material respects. ▪ Considered a "clean" or "unmodified" report. ▪ Issued on March 9, 2026
Reporting on Required Supplementary Information	▪ We have applied certain limited procedures which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide assurance on this information. ▪ MDA ▪ Pension Funds – Schedule of Changes in Net Pension Liability and Related Ratios, Proportionate Share of the Net Pension Liability, Employer Contributions and Investment Returns ▪ Schedule of Changes in Total OPEB Liability and Related Ratios

Solely for the use of the City of Pensacola including Management and those charged with Governance

Warren Averett
CPAs AND ADVISORS

This Year's Audit Results

Matter	Conclusion
Reporting on Supplementary Information	▪ Introductory & Statistical Section - was not subjected to auditing procedures applied in the audit of the basic financial statements, thus we express no opinion on it. ▪ The following information was subjected to the procedures applied in the audit of the basic financial statements and is fairly stated in all material respects in relation to the City's financial statements. ▪ Combining and Individual Nonmajor fund financial statements and schedules ▪ Financial Data Schedule ▪ Schedule of Expenditures of Federal Awards, Passenger Facility Charges and State Financial Assistance ▪ Schedule of Receipts and Expenditures of funds related to the Deepwater Horizon Oil Spill

Solely for the use of the City of Pensacola including Management and those charged with Governance

This Year's Audit Results

Matter	Conclusion
Reporting under Government Auditing Standards	▪ No instances of noncompliance or other matters identified and reported . ▪ No material weaknesses were identified
Reporting on an Examination of Compliance Requirements in Accordance with Ch. 10.550, *Rules of the Auditor General*	▪ City complied, in all material respects, with (1) Florida Statute 218.415 in regards to investments. (2) Florida Statute 288.8018 in regard to the Deepwater Horizon Oil Spill receipts and expenditures.

Solely for the use of the City of Pensacola including Management and those charged with Governance

Warren Averett
CPAs AND ADVISORS

This Year's Audit Results

Matter	Conclusion
Report on Compliance for Each Major Federal Program, State Project and Passenger Facility Charge Program and Internal Control	▪ We believe the City complied in all material respects with compliance requirements that could have a direct and material effect on each of its federal programs, state projects and the passenger facility charges program ▪ No material weaknesses in internal control identified and reported related to each major federal program, state project and the passenger facility charges program, however, a significant deficiency was noted in regard to internal controls over eligibility related to the Section 8 Housing Choice Voucher Program. (Finding 2025-001)

Federal Programs:

- Federal Assistance Listing No. 12.600 – Community Investment
- Federal Assistance Listing No. 14.228 – Community Development Block Grants
- Federal Assistance Listing No. 14.871 – Housing Voucher Cluster
- Federal Assistance Listing No. 97.036 – Disaster Grants – Public Assistance

State Projects:

CSFA No. 55.004 Aviation Grant Programs
CSFA No. 55.005 Seaport Grant Programs
CSFA No. 55.014 Intermodal Access Development Program

Solely for the use of the City of Pensacola including Management and those charged with Governance

This Year's Audit Results

Matter	Conclusion
Adjustments detected by the audit process	▪ None.
Other matters	▪ No instances of fraud or illegal acts were noted. ▪ No material uncertainties were noted. ▪ No significant changes to our planned scope or approach were required during year end fieldwork.
Financial statement disclosures	▪ The disclosures are neutral, consistent and clear.
Disagreements with management	▪ None.
Management consultations with other accountants	▪ Management has informed us that they have not consulted with other accountants.
Difficulties encountered performing the audit	▪ None.
Management representations	▪ Management has provided us with certain representations that are included in the management representation letter.

Solely for the use of the City of Pensacola including Management and those charged with Governance

This Year's Audit Results

Matter	Conclusion
Accounting Policies	Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. Implementation of GASB Statement No. 101, Compensated Absences.
Significant or Unusual Transactions	We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.
Major Estimates and Judgments	Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Solely for the use of the City of Pensacola including Management and those charged with Governance

File #: 26-493 Agenda Conference 5/11/2026

PUBLIC HEARING

SPONSOR: Jared Moore, Council Member

SUBJECT:

PUBLIC HEARING: REQUEST FOR VACATION OF RIGHT OF WAY- 2907 EAST BLOUNT STREET

RECOMMENDATION:

That City Council conduct a Public Hearing on May 14, 2026, to consider the request to vacate the remaining alleyway abutting 2907 East Blount Street.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

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

A request has been received from Mr. Matthew Montee for the vacation of a partial alleyway directly behind a residential property at 2907 East Blount Street. In 2020, City Council approved vacation of the subject alleyway except for a 10-foot-wide portion directly abutting 2907 East Blount Street. At that time, an owner could not be reached, and the property was determined to be abandoned. The property has since been claimed and purchased by Mr. Montee, who would like to incorporate the segment of alleyway into his property so that he may properly maintain it. Currently, the segment of alleyway is not used for access, and it does not serve neighbors. Since only Mr. Montee abuts the alleyway portion, a petition form signed by neighbors is not required.

All utility providers have provided comments of “no objection” and a utility easement will be retained which is consistent with the remainder alleyway vacated in 2020.

PRIOR ACTION:

On April 14, 2026, the Planning Board voted 7:0 to recommend approval of the request.

FUNDING:

N/A

FINANCIAL IMPACT:

None

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

4/14/2026

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins, Associate City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Manager

ATTACHMENTS:

1. Proposed Ordinance No. 6 - 26
2. Business Impact Estimate 6-26
3. 2907 E. Blount Street Application and Materials
4. Planning Board Minutes April 14 2026

PRESENTATION: No

PROPOSED
ORDINANCE NO. 6-26

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED PORTION OF UNIMPROVED ALLEY WAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on May 14, 2026, as to the vacation of an unimproved portion of alley way in Pensacola, Escambia County, Florida; and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

The north 10’ of the alley way lying adjacent and contiguous to Lots 17 to 20 of Block 61, East Pensacola, being a portion of Section 5, Township 2, Range 29 West, Escambia County, Florida, according to a plat recorded in Deed Book 77, Page 520 of the Public Records of said county.

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

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself and all existing utility providers, their successors and assigns, a full width easement in the entire portion of the alley way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

SECTION 4. 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 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall become effective on the expiration of the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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's title/reference: P.O. No. 6-26. AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED ALLEY WAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

That the following described rights-of-way in Pensacola, Escambia County, Florida are hereby closed, discontinued, vacated, and forever abandoned by the City of Pensacola as a public thoroughfare:

The north 10' of the alley way lying adjacent and contiguous to Lots 17 to 20 of Block 61, East Pensacola, being a portion of Section 5, Township 2, Range 29 West, Escambia County, Florida, according to a plat recorded in Deed Book 77, Page 520 of the Public Records of said county.

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

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

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

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

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

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

The proposed ordinance would vacate public rights-of-way and would not have an adverse economic impact on private, for-profit business in the city.

VACATION OF ALLEY OR STREET RIGHT OF WAY

Fee: $2,000.00
Rehearing/Rescheduling Planning Board: $250.00
Rehearing/Rescheduling City Council: $500.00

Applicant Information:

Name: Matt Montee

Address: 52 Port Roval Way Pensacola, Fl 32502

Phone: 850-776-9706 Fax: _____ Email: Email on file

Property Information:

Owner Name: Matthew Montee & Tracey Lynn Hyman-Montee

Location/Address: 2907 E Blount St Pensacola, Fl 32503

Legal Description: Please attach a full legal description (from deed or survey)

Purpose of vacation of city right of way/comments:

This request is for a small, unused remnant of an alley that was previously vacated to all other abutting property owners. The prior owner of this property could not be reached at the time, leaving this isolated segment under City ownership.

The area no longer functions as a public right-of-way, does not serve any neighboring properties, and is not actively maintained. We are making significant improvements to this property and would like to acquire this parcel so it can be properly maintained and incorporated into the site.

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Matt Montee 2/23/26
Signature of Applicant Tracey Hyman-Montee Date 02/23/2026
(Owner of Property or Official Representative of Owner)

FOR OFFICE USE ONLY

District: 4

Date Received: 3.12.2026 Case Number: _____

Date Postcards mailed: _____

Planning Board Date: 4.14.2026 Recommendation: _____

Council Date: _____ Council Action: _____

GoMaps



January 16, 2026

1:2,065

0 0.0075 0.015 0.03 mi

0 0.0125 0.025 0.05 km

WARNING: THIS IS NOT A SURVEY.

This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data.

Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for determination of the information contained on this map. The County and mapping company assume no legal responsibility for the information contained on this map.

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2026

NORTHWEST FLORIDA LAND SURVEYING, INC.

479 N. Pace Boulevard
Pensacola, FL 32505
(850) 432-1052

A PROFESSIONAL SERVICE ORGANIZATION

PREPARED FOR: OLD SOUTH PROPERTY SOLUTIONS, LLC

REQUESTED BY: DANIEL LEAL-FERNANDEZ

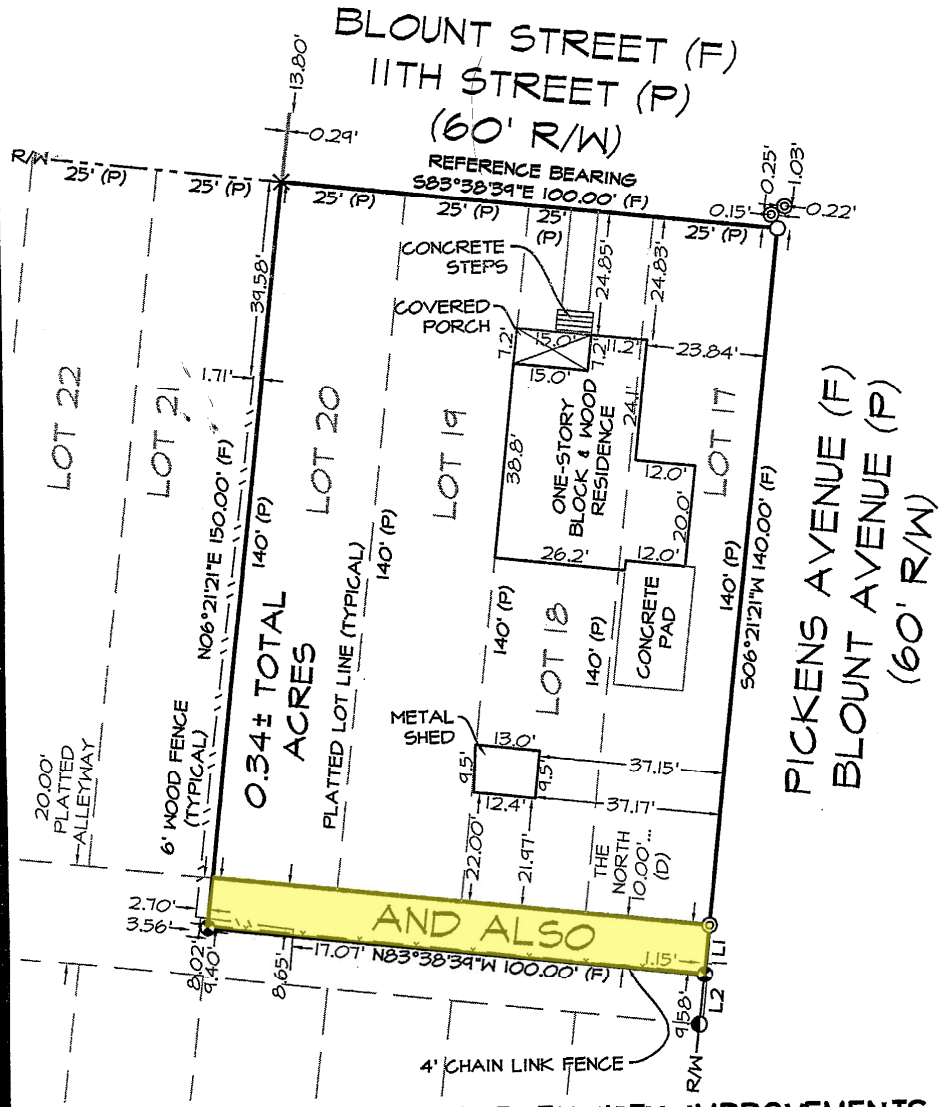
JOB NO.: 10-27886-26

DATE: FEBRUARY 04, 2026

PROPERTY ADDRESS: 2907 E BLOUNT ST.

SCALE: 1" = 30'

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	S06°21'21"W
L2	10.00	S06°21'21"W



BOUNDARY SURVEY WITH IMPROVEMENTS

SHEET 1 OF 2

MEASUREMENTS MADE TO UNITED STATES STANDARDS

P.C.: DM DRAFTED: TCB TYPED: TCB CHECKED: JAS

DESCRIPTION: SEE SHEET 2 OF 2

SEC. 5, TWP. 2S, RGE. 29W, ESCAMBIA COUNTY, STATE OF FLORIDA.

RECORDED O.R. BOOK 9419, PAGE 559. *THE ENCROACHMENTS ARE AS SHOWN*

FIELD DATE: 01/16/2026, FIELD BOOK: DM21, PG. 26

NORTHWEST FLORIDA LAND SURVEYING, INC.
FLORIDA CORPORATION NUMBER 7277

02/04/2026

JEFF SIMMONS PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 7354 STATE OF FLORIDA

REVISIONS:

JEFF SIMMONS
License Number 7354
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

NORTHWEST FLORIDA LAND SURVEYING, INC.

479 N. Pace Boulevard
Pensacola, FL 32505
(850) 432-1052

A PROFESSIONAL SERVICE ORGANIZATION

PREPARED FOR: OLD SOUTH PROPERTY SOLUTIONS, LLC

REQUESTED BY: DANIEL LEAL-FERNANDEZ

JOB NO.: 10-27886-26

DATE: FEBRUARY 04, 2026

SCALE: 1" = 30'

PROPERTY ADDRESS: 2907 E BLOUNT ST.

DESCRIPTION AS FURNISHED (OFFICIAL RECORDS BOOK 9419, PAGE 559):
LOTS 17, 18, 19 AND 20, BLOCK 61, EAST PENSACOLA, BEING A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 77, PAGE 520, OF THE PUBLIC RECORDS OF SAID COUNTY.

AND ALSO
THE NORTH 10 FEET OF THE ALLEYWAY LYING ADJACENT AND CONTIGUOUS TO LOTS 17, 18, 19 AND 20, BLOCK 61, EAST PENSACOLA, BEING A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 77, PAGE 520, OF THE PUBLIC RECORDS OF SAID COUNTY.

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN DATUM 1983, STATE PLANE MAPPING ZONE FLORIDA NORTH 0903, LAMBERT PROJECTION AS ESTABLISHED ALONG THE NORTH LINE OF THE SUBJECT PROPERTY HAVING A BEARING OF SOUTH 83 DEGREES 38 MINUTES 39 SECONDS EAST.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", OUTSIDE 0.2% ANNUAL CHANCE OF FLOOD, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0441 J, REVISED AUGUST 19, 2025.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 - 5J-17.053 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, JEFF A. SIMMONS, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.
14. THE PURPOSE OF THIS SURVEY IS TO RETRACE AND MONUMENT THE DEED OF RECORD ON THE GROUND AS WELL AS LOCATE ON SITE IMPROVEMENTS, EVIDENCE OF POSSESSION, AND ENCROACHMENTS TO BE SHOWN ON THE SURVEY TO SCALE AND THEIR RELATIONSHIP TO THE BOUNDARY.

DENOTES:

- ⊠ ~ 1/2" CAPPED IRON ROD, NUMBERED 7277 (PLACED)
- ◐ ~ 1/2" CAPPED IRON ROD, NUMBERED 4082 (FOUND)
- X ~ "X" SCRIBED IN CONCRETE WALL (FOUND)
- ○ ~ 1/2" IRON ROD, UNNUMBERED (FOUND)
- ◎ ~ 1" IRON PIPE, UNNUMBERED (FOUND)
- (D) ~ DEED INFORMATION
- (P) ~ PLATTED INFORMATION
- (F) ~ FIELD INFORMATION
- R/W ~ RIGHT OF WAY
- SEC. ~ SECTION
- TWP. ~ TOWNSHIP
- RGE. ~ RANGE
- O.R. ~ OFFICIAL RECORD
- PG. ~ PAGE

BOUNDARY SURVEY WITH IMPROVEMENTS

SHEET 2 OF 2 *MEASUREMENTS MADE TO UNITED STATES STANDARDS* P.C.: DM DRAFTED: TCB TYPED: TCB CHECKED: JAS

DESCRIPTION: SEE ABOVE

SEC. 5, TWP. 2S, RGE. 29W, ESCAMBIA COUNTY, STATE OF FLORIDA.

RECORDED O.R. BOOK 9419, PAGE 559. *THE ENCROACHMENTS ARE AS SHOWN*

FIELD DATE: 01/16/2026, FIELD BOOK: DM21, PG. 26

NORTHWEST FLORIDA LAND SURVEYING, INC.
FLORIDA CORPORATION NUMBER 7277

02/04/2026

JEFF SIMMONS PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 7354 STATE OF FLORIDA

REVISIONS:

JEFF SIMMONS License Number 7354 STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

Legal Description

The north 10’ of the of alleyway lying adjacent and contiguous to Lots 17 TO 20 of BLOCK 61, EAST PENSACOLA, being a portion of Section 5, Township 2, Range 29 West, Escambia County, Florida, according to a plat recorded in Deed Book 77, Page 520 of the Public Records of said county.

Recorded in Public Records 2/19/2026 10:52 AM OR Book 9448 Page 715, Instrument #2026012694, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $3,150.00

Prepared by and return to:
Kerry Anne Schultz
Pure Title, LLC
2777 Gulf Breeze Parkway
Gulf Breeze, FL 32563
(850) 696-1331
File Number: PT-26-00060.RC

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 13th **day of February, 2026,** between **Old South Property Solutions, L.L.C., a Florida Limited Liability Company** whose post office address is **2211 North Pace Boulevard, Pensacola, FL 32505,** grantor, and **Tracey Lynn Hyman-Montee and Matthew M. Montee, wife and husband** whose post office address is **52 Port Royal Way, Pensacola, FL 32502,** grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

Lots 17, 18, 19 and 20, Block 61, East Pensacola, being a portion of Section 5, Township 2 South, Range 29 West, Escambia County, Florida, according to the map or plat thereof as recorded in Deed Book 77, Page 520, Public Records of Escambia County, Florida.

Subject to reservations, restrictions and easements of record which are not hereby reimposed, and any zoning ordinances.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to .

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

BK: 9448 PG: 716 Last Page

Witness
Printed Name: **Colleen M. Vert**
P.O. Address: 220 W Garden St #150
Pensacola FL 32502

Witness
Printed Name: **C. Denise Minton**
P.O. Address: 220 W Garden St #150
Pensacola FL 32502

Old South Property Solutions, L.L.C.

_____(Seal)
Timothy Brown, Manager

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 13th day of February,2026, by **Timothy Brown, Manager Old South Property Solutions, L.L.C. a Florida Limited Liability Company** and who [X] are personally known or [ ] have produced drivers' licenses as identification.

[Seal]

COLLEEN M VERT
Notary Public - State of Florida
Commission # HH 304449
My Comm. Expires Dec 18, 2026
Bonded through National Notary Assn.

Notary Public
Print Name: _____
My Commission Expires: _____

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2020077854 9/23/2020 1:46 PM
OFF REC BK: 8371 PG: 214 Doc Type: ODN
Recording $18.50

PROPOSED
ORDINANCE NO. 31-20

ORDINANCE NO. 24-20

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE ALLEWAY LOCATED IN BLOCK 61, EAST PENSACOLA; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on July 16, 2020, as to the vacation of a portion of the alleyway located in Block 61, East Pensacola; Pensacola, Escambia County, Florida; and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described right-of-way in Pensacola, Escambia County, Florida is hereby closed, discontinued, vacated and forever abandoned by the City of Pensacola as a public thoroughfare:

A portion of that certain twenty (20) foot alley bound on the west by Perry Avenue and on the east by Pickens Avenue, less and except that portion of alley immediately abutting LOTS 17 TO 20 of BLOCK 61, EAST PENSACOLA, a subdivision of a portion of Section 5, Township 2 South, Range 29 West, lying and being in Escambia County, Florida, as shown according to the revised map of East Pensacola drawn by J.E. Kauser in January 1893, and recorded in Deed Book 77, Page(s) 520 of the Public Records of Escambia County, Florida.

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

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself and all existing utility providers, their successors and assigns, a full width easement in the entire portion the right of way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

SECTION 4. 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 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: August 13, 2020

Approved: Jewel Cannada-Wynn
President of City Council

Attest:

Ericka L Burnett
City Clerk

PENSACOLA
FLORIDA'S FIRST & FUTURE

MINUTES OF THE PLANNING BOARD
June 9, 2020

MEMBERS PRESENT:	Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Murphy, Board Member Wiggins
MEMBERS VIRTUAL:	Vice Chairperson Larson
MEMBERS ABSENT:	Board Member Powell, Board Member Sampson
STAFF PRESENT:	Assistant Planning Director Cannon, Senior Planner Statler, Assistant City Attorney Lindsay, Historic Preservation Planner Harding
OTHERS VIRTUAL:	Christy Cabassa, Scott Sallis, Cynthia Bradford, Ryan Norenberg

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from May 12, 2020.
- **New Business:**
    1. **57 S. 9th Avenue - Gateway Review District - New Two Story Townhouse**
    2. **29 N. 9th Avenue – Gateway Review District – New Three Story Mixed-Use Building**
    3. **Request for Vacation of Right-of-Way – 2900 E. Lee Street between Perry Avenue and Pickens Avenue**
    4. **Request for License to Use Right-of-Way – 2110 E. Lakeview Avenue**
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the virtual Board meeting.

Approval of Meeting Minutes

Board Member Wiggins made a motion to approve the May 12, 2020 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.

New Business

57 S. 9TH AVENUE - GATEWAY REVIEW DISTRICT - NEW TWO STORY TOWNHOUSE

Assistant Planning Director Cannon stated this item was in the GRD-1 which was in the Aragon redevelopment area. Ms. Cabassa presented to the Board and stated this was a single family residence attached to the Aragon Winebar, and they had received preliminary Aragon approval. There would be an out building for a garage connected with a breezeway and courtyard. All setbacks and heights had met the Aragon requirements. Chairperson Ritz advised this would be a great addition to that area. Board Member Grundhoefer indicated he had talked with the Aragon Review Committee Chairperson who said it had passed the Aragon requirements. Board Member Wiggins explained she had no concerns with the products of this designer. **Board Member Wiggins made a motion to approve, seconded by Board Member Grundhoefer, and it carried unanimously.**

29 N. 9TH AVENUE – GATEWAY REVIEW DISTRICT – NEW THREE STORY MIXED-USE BUILDING

Chairperson Ritz was glad to see some infill and stated he would not hesitate to support any project presented by Mr. Sallis. Mr. Sallis presented to the Board and stated the project was submitted to the Aragon Review Committee 27 days ago, and he expected a response within the next few days. He also stated the space was very generic right now and they had no tenant at this time. Chairperson Ritz explained this project would make it a more unified streetscape. Mr. Sallis confirmed if the rooftop was eliminated, it would return for an abbreviated review and Aragon approval would still apply. **Board Member Wiggins made a motion to approve, seconded by Board Member Grundhoefer, and it carried unanimously.**

REQUEST FOR VACATION OF RIGHT-OF-WAY – 2900 E. LEE STREET BETWEEN PERRY AVENUE AND PICKENS AVENUE

Chairperson Ritz pointed out the alleyway was not effective for vehicles, but the request here would give the property owners what would have been the property of the citizens of Pensacola. He suggested the right-of-way was probably not being used as intended and did not see any negative issues. It was pointed out that one property owner (2907 E. Blount) had not signed the petition to vacate; the property had been verified as vacant. Ms. Bradford addressed the Board and stated a chain link fence runs the entire length, and looked like it had not been traversed in 50 years. The owner of 2907 E. Blount could not be located, and ECUA had verified that home was abandoned. Chairperson Ritz explained the property owners of record had participated in this request. Staff indicated neighbors within 300' had been notified of this request. Chairperson Ritz advised if approved, this request would proceed to the Council for two readings prior to final approval.

Mr. DiBella advised the alleyway was the only way to access his property. Assistant City Attorney Lindsay advised Mr. DiBella's wife's name was on this deed, and there was access from the street with no requirement for the property to be accessed from the alley.

Mr. DiBella was a building contractor who needed access to the rear of the property. However, Chairperson Ritz advised Ms. DiBella had signed the petition to be a part of the vacation. He asked if Mr. DiBella was occupying any portion of the right-of-way, and Mr. DiBella stated he was not, but the fence was on their property line. Board Member Wiggins asked why his wife signed the petition, and Mr. DiBella stated she did not want to offend Ms. Bradford, but they had not talked together about it. It was determined Ms. DiBella's signature was received within the last few days. Board Member Murphy asked if the entire yard was fenced, was there a gate, and Mr. DiBella advised there was one which was overgrown in bushes. The property had been cleared, and the terrain was left unstable and impassable. Assistant City Attorney Lindsay clarified that Ms. DiBella owns the land, they live separately and homestead their separate residences. Chairperson Ritz explained if this matter proceeded to Council, Mr. and Mrs. DiBella could speak to Council on their concerns. **Board Member Wiggins made a motion to approve the vacation, seconded by Board Member Murphy, and it carried unanimously.**

REQUEST FOR LICENSE TO USE RIGHT-OF-WAY – 2110 E. LAKEVIEW AVENUE

For clarification, Assistant Planning Director Cannon explained the difference between a right-of-way and an LTU.

Ryan Norenberg has requested to install a 4' black aluminum fence across the front of his home, located no closer than 10' across the edge of Lakeview Avenue. Chairperson Ritz indicated there were lots of places along Lakeview without sidewalks; the City is adding sidewalks as they go along, but with LTU's and fences, the City would not be able to complete the sidewalks easily. He would like to see LTUs for general public use and not necessarily to close off spaces.

Board Member Murphy agreed that the City was trying to make neighborhoods more walkable, and this would reduce the ability to construct sidewalks especially in this area, and she felt it was important to keep this open. Board Member Grundhoefer agreed this was such a thoroughfare, it would be the next logical street for sidewalks, and a fence should be placed on their private property.

Mr. Norenberg addressed the Board and in looking at the aerial view, noted how close his house was to the front of the property. He was asking to enclose as much as possible to protect his children and the dog. Since there was slim to no chance for traffic calming, this seemed the best idea. Chairperson Ritz advised his house was 15' from the edge of the public sidewalk and could not support the request for an LTU. Board Member Wiggins advised the applicant that proceeding with a right-of-way vacation would substantially increase the property taxes, but she could not support the LTU. Board Member Murphy mentioned another reason for concern was the addition of a metal fence might be a potential sight safety issue with drivers attempting to turn right from Magnolia onto Lakeview.

Board Member Grundhoefer made a motion to deny, seconded by Board Member Murphy. Chairperson Ritz confirmed this item would proceed to Council as a recommendation. **The motion then carried unanimously.**

<u>Open Forum</u> – None

Discussion on the Proposed Amendment to the Tree Ordinance

Chairperson Ritz advised 2019 House Bill 1159 was circulated, and he read it as a lay person. Board Member Wiggins wanted to make sure anything the Board did fell within

the State law.
Ms. Murphy addressed the Board and stated she attended a private workshop with Lyssa Hall from Arizona, and the University of Florida professors will probably come in August for workshops; Lyssa Hall would participate virtually. She has asked key people for locations to allow workshops to be centrally located for public input. Chairperson Ritz had attended the virtual meeting; his takeaway was the botanical names for plantings, and the species list was not as accurate as it could be. He emphasized the City has a current tree ordinance, and the State has rulings and laws as well. Board Member Murphy hoped to have specific dates before the next Board meeting which would be forwarded to the Board members.

Adjournment – With no further business, Chairperson Ritz thanked the Board for its patience with the change in methods of physical and virtual participation and adjourned the meeting at 3:06 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board

Department:	Comments:
Planning	No comments or concerns.
FIRE	No comment from fire.
PW/E	No comments.
Surveyor	No comments.
Inspection Svcs	No comments.
Pensacola Energy	No comments.
ECUA	No objection to the vacation request. I agree with the utility easement to be retained for consistency.
FPL	No comments.
ATT	AT&T has no issue with this request.
FDOT	No comments.
CRA	No comments.
Parking	No comments.
Airport	No comments.
Arborist	No comments.
Floodplain	This property is in an x flood zone, so no comments from me.
Traffic Operations	No comments.

Sec. 12-11-4. Vacation of streets, alleys.

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

(1) *Application.* An application for vacation of streets, alleys or other public right-of-way shall be filed with the planning services department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.

a. An application for vacation of streets, alleys or other public right-of-way must be submitted to the planning services department at least 30 days prior to the regularly scheduled meeting of the planning board.

b. The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.

c. No application shall be considered complete until all of the following have been submitted:

1. The application shall be submitted on a form provided by the board secretary.

2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:

i. Accurate site plan drawn to scale;

ii. A legal description of the property proposed to be vacated;

iii. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;

iv. Reason for vacation request;

v. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.

3. The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.

4. Any party may appear in person, by agent, or by attorney.

5. Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(2) *Planning board review and recommendation.* The request to vacate will be distributed to the appropriate city departments and public agencies for review and comment. Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefor, to the city planning services department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting. When a request for vacation of a right-of-way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than ten feet from the existing back-of-curb. Any existing sidewalk on a right-of-way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.

a. Public notice for vacation of streets, alleys.

1. A sign shall be prominently posted on the property to which the application pertains at least seven days prior to the scheduled board meeting.

2. The city shall notify property owners within a 300-foot radius, as identified by the current county tax roll maps, of the property proposed for vacation with a public notice by post card at least five days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

(3) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.

a. *Notice and hearing.* The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten days prior to the public hearing. The city shall notify property owners by certified mail, as identified by the current county tax roll, at least 15 days prior to the city council public hearing.

1. In case of an alley vacation request all adjacent owners shall be notified.

2. In the case of a street vacation request, all property owners within 300 feet of the request shall be notified.

b. *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two times following the public hearing, at which time the vacation becomes effective. When a request for vacation of a right-of-way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than ten feet from the existing back-of-curb. Any existing sidewalk on a right-of-way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.

(4) *Easements retained.* If the city council determines that any portion of a public street or right-of-way is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.

(5) *Zoning of vacated property.* Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.

(6) *Ownership of property.* Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.

(Code 1986, § 12-12-4; Ord. No. 6-93, § 26, 3-25-1993; Ord. No. 44-94, § 7, 10-13-1994; Ord. No. 15-00, § 8, 3-23-2000; Ord. No. 12-09, § 3, 4-9-2009; Ord. No. 01-19, § 1, 2-14-2019; Ord. No. 23-20, 7-16-20)

MINUTES OF THE PLANNING BOARD
April 14, 2026

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Finn, Board Member Grundhoefer, Board Member Villegas, Board Member Powell, Board Member Yee

MEMBERS ABSENT: None

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Development Services Coordinator Statler, Development Services Director Morris

STAFF VIRTUAL: Assistant City Attorney Goldsmith

OTHERS PRESENT: Toan Tran, Zac Gibbs, Nannette Chandler, Paul Tamburro, TJ Henriques, Charles Green

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from January 13, 2026

New Business:

- Request for Vacation of Alleyway – 2907 E. Blount Street
- Final Aesthetic Review – 50 S. 9th Avenue – Gateway Redevelopment District
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Board Member Villegas made a motion to approve the March 10, 2026, minutes, seconded by Vice Chairperson Larson, and it carried 7:0.

New Business –

Request for Vacation of Alleyway – 2907 E. Blount Street

A request has been received from Mr. Matthew Montee for the vacation of a partial alleyway directly behind a residential property at 2907 E. Blount Street. In 2020, City Council approved vacation of the subject alleyway except for a 10-foot-wide portion directly abutting 2907 E. Blount Street. At that time, an owner could not be reached, and the property was determined to be abandoned. The property has since been claimed and purchased by Mr. Montee who would like to incorporate the segment of alleyway into his property so that he may properly maintain it. Currently, the segment of alleyway is not used for access, and it does not serve neighbors. Since only Mr. Montee abuts the alleyway portion, a petition form signed by neighbors is not required.

Mr. Montee presented to the board and staff notified the board that the item had been properly noticed. **Board Member Larson made the motion to approve which was seconded by Board Member Villegas, which carried 7-0.**

50 S. 9th Avenue – Final Aesthetic Review – Gateway Redevelopment District

CBA Architects is requesting final approval for a new multi-family residential development consisting of a seven-story main building with two levels of podium parking, and five levels of residential apartments, totaling 227 units. A separate club building is located to the west of the development which will house amenities for residents. The design centers a resort-style pool within the main building's third floor courtyard, offering views overlooking Admiral Mason Veterans Memorial Park and Pensacola Bay. Architectural features include colorful facades, balconies, deep roof overhangs, and decorative shutters, combining traditional coastal elements with modern design. Conceptual review of this project was approved by the board in December 2025.

Applicants Mr. Tran and Gibbs presented to the board. The board discussed site access, the north and east façade of the main building, property easements, the parking deck, and landscaping.

Mr. Charles Green addressed the board with concerns of traffic and road safety. The board responded that traffic and streets were not subject to review as part of this item, but staff let Mr. Green know that they could connect him with Public Works for further discussion.

Dr. Paul Tamburro addressed the board and shared his concerns that the project did not satisfy the Gateway Redevelopment District code. A copy of Dr. Tamburro's written remarks is provided. Dr. Tamburro wanted good development and supported past versions of the Hawkshaw project. Dr. Tamburro concerns were specific to lot coverage and development guidelines such as site planning, architectural scale, maximum preservation of bay views, and development coordination.

Mr. TJ Henriques addressed the board and thought the 9th Avenue side was attractive, but agreed that the north side of the building was an issue and wanted to see the private street Colfax closed and used as a green space. The north and east side were unattractive, the building's scale was too excessive, and he was concern about the lack of green space.

The board clarified that the height of the proposed was allowable (up to 100'), civil documents as part of the packet and provided by a licensed professional engineer shows 26% pervious area which met code, and that the development guidelines in the Gateway Redevelopment District code were guidelines for the board's consideration of project rather than development requirements.

Mr. Zac Gibbs responded to the board and public speakers. He understood that the north

and east side was limited with space, but in comparison to the empty parking lots around the property, they felt like they did their best with the design and all bases were covered and in compliance with the zoning district's requirements.
The board further discussed lot coverage, the north and east facades, maximum preservation of bay views, Colfax Street.
After further discussion and consideration, Board Member Finn made a motion to approve the final aesthetic design contingent on an abbreviated review of the north and east facades. The abbreviated review must provide an improved or altered vision for the north and east facades to incorporate the board's discussion items. Board Member Larson seconded the motion. Chairman Ritz clarified that Board Member Grundhoefer agreed to be the reviewer for the abbreviated review application. **Board Member Yee offered an amendment for treatment to be added to the condensers on the south end of the east façade along with some kind of site control and safety between the amenity building and main structure. The amendment was accepted.** Board Member Grundhoefer made the comment that improvements to the north façade could probably be easily achieved. The east façade was a concern, and he wasn't sure if it would be possible to gain more space, understanding that the loss of units impacts the project. Mr. Grundhoefer though that something dramatic would be needed on the east façade to create enough buffer and softness like the other facades had – sidewalks, landscaping, pedestrian ways, etc. Board Member Yee pointed to a comment made earlier by Borad Member Villegas about the possibility of adding climbing jasmine or a green wall which would go a long way to softening the facades, and that could also go a long way in the public's view, and it wouldn't take up too much space. The applicant offered that it may be an issue with providing enough free area around the parking decks. **The motion carried 6-0.**

Open Forum – Ms. Nannette Chandler spoke on further tree protection and preservation for the Land Development Code updates. The board responded with a further discussion which provided a segway to the discussion.

Discussion
The board continued discussion on the Land Development Code update, including the process for topical discussions after code adoption, hot topics such as lot grading and stormwater requirements, missing middle housing, building height, and parking. It was decided that the topic of multifamily parking would be removed which was the general consensus from the board, and lot width was worked through and did not need to be carried on as a "hot topic". The board did not have strong feelings about language added to the height of clearstory windows in ADUs. Further discussion would be had on how to measure building height. Lot grading, middle missing housing, and building heights (to be worked on by Board Member Yee) were left as main topics for further discussion.
The board decided that they would like to use the May and June meetings for further discussion with a planned vote for recommendation at the July meeting. The board's recommendation would then be carried to the August City Council meeting for an initial vote.

Adjournment – With no further business, the Board adjourned at 4:08 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

File #: 26-494 Agenda Conference 5/11/2026

ORDINANCE

SPONSOR: Jared Moore, Council Member

SUBJECT:

PROPOSED ORDINANCE NO. 6 - 26 - VACATION OF RIGHT OF WAY- 2907 EAST BLOUNT STREET

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 6 - 26 on first reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED PORTION OF BLOUNT STREET AND AN UNIMPROVED ALLEYWAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

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

A request has been received from Mr. Matthew Montee for the vacation of a partial alleyway directly behind a residential property at 2907 East Blount Street. In 2020, City Council approved vacation of the subject alleyway except for a 10-foot-wide portion directly abutting 2907 East Blount Street. At that time, an owner could not be reached, and the property was determined to be abandoned. The property has since been claimed and purchased by Mr. Montee, who would like to incorporate the segment of alleyway into his property so that he may properly maintain it. Currently, the segment of alleyway is not used for access, and it does not serve neighbors. Since only Mr. Montee abuts the alleyway portion, a petition form signed by neighbors is not required.

All utility providers have provided comments of “no objection” and a utility easement will be retained which is consistent with the remainder alleyway vacated in 2020.

PRIOR ACTION:

On April 14, 2026, the Planning Board voted 7-0 to recommend approval of the request.

FUNDING:

N/A

FINANCIAL IMPACT:

None

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

4/14/2026

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins, Associate City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Manager

ATTACHMENTS:

1. Proposed Ordinance No. 6 - 26
2. Business Impact Estimate 6 -26
3. 2907 E. Blount Street Application and Materials
4. Planning Board Minutes April 14 2026

PRESENTATION: No

PROPOSED
ORDINANCE NO. 6-26

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED PORTION OF UNIMPROVED ALLEY WAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on May 14, 2026, as to the vacation of an unimproved portion of alley way in Pensacola, Escambia County, Florida; and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

The north 10’ of the alley way lying adjacent and contiguous to Lots 17 to 20 of Block 61, East Pensacola, being a portion of Section 5, Township 2, Range 29 West, Escambia County, Florida, according to a plat recorded in Deed Book 77, Page 520 of the Public Records of said county.

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

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself and all existing utility providers, their successors and assigns, a full width easement in the entire portion of the alley way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

SECTION 4. 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 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall become effective on the expiration of the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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's title/reference: P.O. No. 6-26. AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED ALLEY WAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

That the following described rights-of-way in Pensacola, Escambia County, Florida are hereby closed, discontinued, vacated, and forever abandoned by the City of Pensacola as a public thoroughfare:

The north 10' of the alley way lying adjacent and contiguous to Lots 17 to 20 of Block 61, East Pensacola, being a portion of Section 5, Township 2, Range 29 West, Escambia County, Florida, according to a plat recorded in Deed Book 77, Page 520 of the Public Records of said county.

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

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

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

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

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

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

The proposed ordinance would vacate public rights-of-way and would not have an adverse economic impact on private, for-profit business in the city.

VACATION OF ALLEY OR STREET RIGHT OF WAY

Fee: $2,000.00
Rehearing/Rescheduling Planning Board: $250.00
Rehearing/Rescheduling City Council: $500.00

Applicant Information:

Name: Matt Montee

Address: 52 Port Roval Way Pensacola, Fl 32502

Phone: 850-776-9706 Fax: _____ Email: Email on file

Property Information:

Owner Name: Matthew Montee & Tracey Lynn Hyman-Montee

Location/Address: 2907 E Blount St Pensacola, Fl 32503

Legal Description: Please attach a full legal description (from deed or survey)

Purpose of vacation of city right of way/comments:

This request is for a small, unused remnant of an alley that was previously vacated to all other abutting property owners. The prior owner of this property could not be reached at the time, leaving this isolated segment under City ownership.

The area no longer functions as a public right-of-way, does not serve any neighboring properties, and is not actively maintained. We are making significant improvements to this property and would like to acquire this parcel so it can be properly maintained and incorporated into the site.

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Matt Montee 2/23/26
Signature of Applicant Tracey Hyman-Montee Date 02/23/2026
(Owner of Property or Official Representative of Owner)

FOR OFFICE USE ONLY

District: 4

Date Received: 3.12.2026 Case Number: _____

Date Postcards mailed: _____

Planning Board Date: 4.14.2026 Recommendation: _____

Council Date: _____ Council Action: _____

GoMaps



January 16, 2026

1:2,065

0 0.0075 0.015 0.03 mi

0 0.0125 0.025 0.05 km

WARNING: THIS IS NOT A SURVEY.

This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data.

Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The County and mapping company assume no legal responsibility for the information contained on this map.

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2026

NORTHWEST FLORIDA LAND SURVEYING, INC.

479 N. Pace Boulevard
Pensacola, FL 32505
(850) 432-1052

A PROFESSIONAL SERVICE ORGANIZATION

PREPARED FOR: OLD SOUTH PROPERTY SOLUTIONS, LLC

REQUESTED BY: DANIEL LEAL-FERNANDEZ

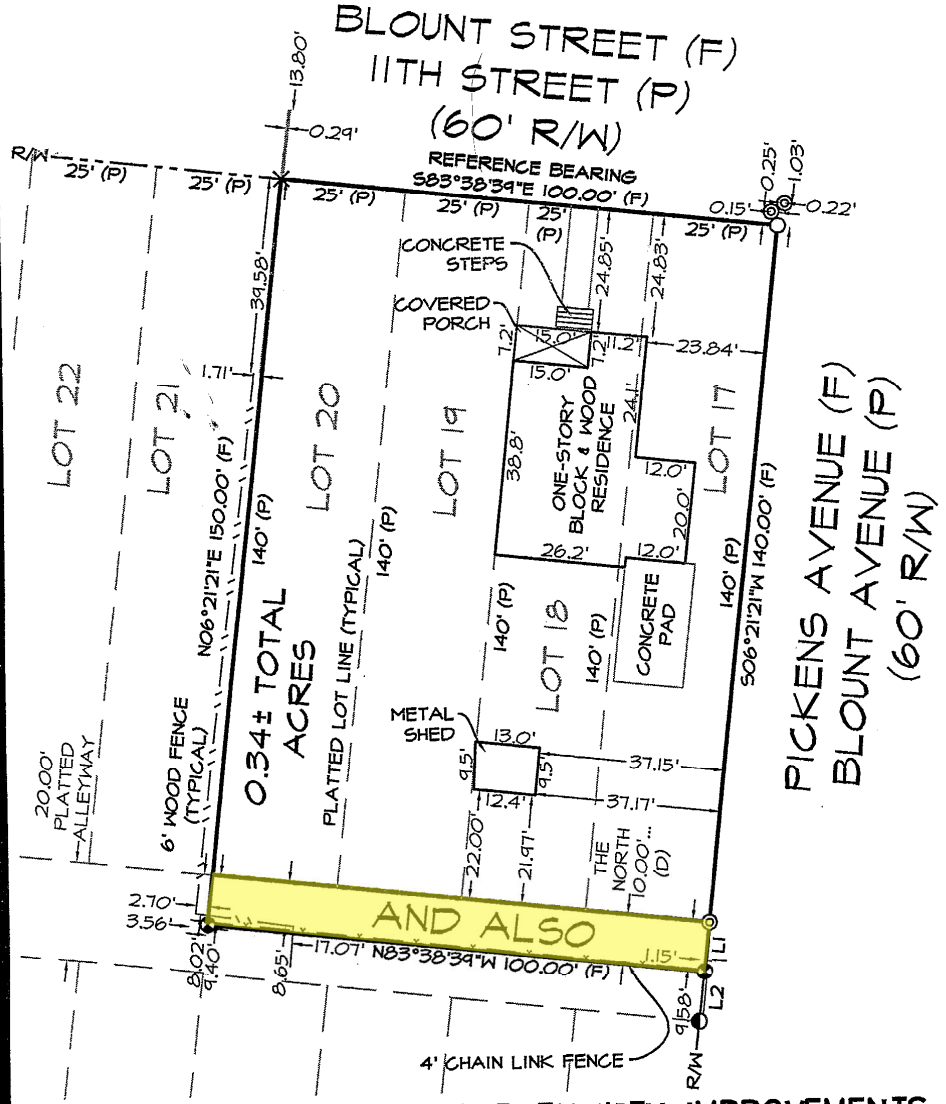
JOB NO.: 10-27886-26

DATE: FEBRUARY 04, 2026

PROPERTY ADDRESS: 2907 E BLOUNT ST.

SCALE: 1" = 30'

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	S06°21'21"W
L2	10.00	S06°21'21"W



BOUNDARY SURVEY WITH IMPROVEMENTS

SHEET 1 OF 2

MEASUREMENTS MADE TO UNITED STATES STANDARDS

P.C.: DM DRAFTED: TCB TYPED: TCB CHECKED: JAS

DESCRIPTION: SEE SHEET 2 OF 2

SEC. 5, TWP. 2S, RGE. 29W, ESCAMBIA COUNTY, STATE OF FLORIDA.

RECORDED O.R. BOOK 9419, PAGE 559. *THE ENCROACHMENTS ARE AS SHOWN*

FIELD DATE: 01/16/2026, FIELD BOOK: DM21, PG. 26

NORTHWEST FLORIDA LAND SURVEYING, INC.
FLORIDA CORPORATION NUMBER 7277

02/04/2026

JEFF SIMMONS PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 7354 STATE OF FLORIDA

REVISIONS:

JEFF SIMMONS
License Number 7354
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

NORTHWEST FLORIDA LAND SURVEYING, INC.

479 N. Pace Boulevard
Pensacola, FL 32505
(850) 432-1052

A PROFESSIONAL SERVICE ORGANIZATION

PREPARED FOR: OLD SOUTH PROPERTY SOLUTIONS, LLC

REQUESTED BY: DANIEL LEAL-FERNANDEZ

JOB NO.: 10-27886-26

DATE: FEBRUARY 04, 2026

SCALE: 1" = 30'

PROPERTY ADDRESS: 2907 E BLOUNT ST.

DESCRIPTION AS FURNISHED (OFFICIAL RECORDS BOOK 9419, PAGE 559):
LOTS 17, 18, 19 AND 20, BLOCK 61, EAST PENSACOLA, BEING A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 77, PAGE 520, OF THE PUBLIC RECORDS OF SAID COUNTY.

AND ALSO
THE NORTH 10 FEET OF THE ALLEYWAY LYING ADJACENT AND CONTIGUOUS TO LOTS 17, 18, 19 AND 20, BLOCK 61, EAST PENSACOLA, BEING A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 77, PAGE 520, OF THE PUBLIC RECORDS OF SAID COUNTY.

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN DATUM 1983, STATE PLANE MAPPING ZONE FLORIDA NORTH 0903, LAMBERT PROJECTION AS ESTABLISHED ALONG THE NORTH LINE OF THE SUBJECT PROPERTY HAVING A BEARING OF SOUTH 83 DEGREES 38 MINUTES 39 SECONDS EAST.

2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.

3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.

4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", OUTSIDE 0.2% ANNUAL CHANCE OF FLOOD, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0441 J, REVISED AUGUST 19, 2025.

5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.

6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 - 5J-17.053 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.

8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.

9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES

10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, JEFF A. SIMMONS, AND IS TO BE RETURNED TO OWNER UPON REQUEST.

11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.

12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.

13. ENCROACHMENTS ARE AS SHOWN.

14. THE PURPOSE OF THIS SURVEY IS TO RETRACE AND MONUMENT THE DEED OF RECORD ON THE GROUND AS WELL AS LOCATE ON SITE IMPROVEMENTS, EVIDENCE OF POSSESSION, AND ENCROACHMENTS TO BE SHOWN ON THE SURVEY TO SCALE AND THEIR RELATIONSHIP TO THE BOUNDARY.

DENOTES:

⊠ ~ 1/2" CAPPED IRON ROD, NUMBERED 7277 (PLACED)
◐ ~ 1/2" CAPPED IRON ROD, NUMBERED 4082 (FOUND)
X ~ "X" SCRIBED IN CONCRETE WALL (FOUND)
○ ~ 1/2" IRON ROD, UNNUMBERED (FOUND)
◎ ~ 1" IRON PIPE, UNNUMBERED (FOUND)
(D) ~ DEED INFORMATION
(P) ~ PLATTED INFORMATION
(F) ~ FIELD INFORMATION
R/W ~ RIGHT OF WAY
SEC. ~ SECTION
TWP. ~ TOWNSHIP
RGE. ~ RANGE
O.R. ~ OFFICIAL RECORD
PG. ~ PAGE

BOUNDARY SURVEY WITH IMPROVEMENTS

SHEET 2 OF 2 *MEASUREMENTS MADE TO UNITED STATES STANDARDS* P.C.: DM DRAFTED: TCB TYPED: TCB CHECKED: JAS

DESCRIPTION: SEE ABOVE

SEC. 5, TWP. 2S, RGE. 29W, ESCAMBIA COUNTY, STATE OF FLORIDA.

RECORDED O.R. BOOK 9419, PAGE 559. *THE ENCROACHMENTS ARE AS SHOWN*

FIELD DATE: 01/16/2026, FIELD BOOK: DM21, PG. 26

NORTHWEST FLORIDA LAND SURVEYING, INC.
FLORIDA CORPORATION NUMBER 7277

02/04/2026

JEFF SIMMONS PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 7354 STATE OF FLORIDA

REVISIONS:

JEFF SIMMONS License Number 7354
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

Legal Description

The north 10’ of the of alleyway lying adjacent and contiguous to Lots 17 TO 20 of BLOCK 61, EAST PENSACOLA, being a portion of Section 5, Township 2, Range 29 West, Escambia County, Florida, according to a plat recorded in Deed Book 77, Page 520 of the Public Records of said county.

Recorded in Public Records 2/19/2026 10:52 AM OR Book 9448 Page 715, Instrument #2026012694, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $3,150.00

Prepared by and return to:
Kerry Anne Schultz
Pure Title, LLC
2777 Gulf Breeze Parkway
Gulf Breeze, FL 32563
(850) 696-1331
File Number: PT-26-00060.RC

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 13th **day of February, 2026,** between **Old South Property Solutions, L.L.C., a Florida Limited Liability Company** whose post office address is **2211 North Pace Boulevard, Pensacola, FL 32505,** grantor, and **Tracey Lynn Hyman-Montee and Matthew M. Montee, wife and husband** whose post office address is **52 Port Royal Way, Pensacola, FL 32502,** grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

Lots 17, 18, 19 and 20, Block 61, East Pensacola, being a portion of Section 5, Township 2 South, Range 29 West, Escambia County, Florida, according to the map or plat thereof as recorded in Deed Book 77, Page 520, Public Records of Escambia County, Florida.

Subject to reservations, restrictions and easements of record which are not hereby reimposed, and any zoning ordinances.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to .

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

BK: 9448 PG: 716 Last Page

Witness
Printed Name: Colleen M. Vert
P.O. Address: 220 W Garden St #150
Pensacola FL 32502

Witness
Printed Name: C. Denise Minton
P.O. Address: 220 W Garden St #150
Pensacola FL 32502

Old South Property Solutions, L.L.C.

(Seal)
Timothy Brown, Manager

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 13th day of February,2026, by **Timothy Brown, Manager Old South Property Solutions, L.L.C. a Florida Limited Liability Company** and who [X] are personally known or [ ] have produced drivers' licenses as identification.

[Seal]

COLLEEN M VERT
Notary Public - State of Florida
Commission # HH 304449
My Comm. Expires Dec 18, 2026
Bonded through National Notary Assn.

Notary Public
Print Name: _____
My Commission Expires: _____

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2020077854 9/23/2020 1:46 PM
OFF REC BK: 8371 PG: 214 Doc Type: ODN
Recording $18.50

PROPOSED
ORDINANCE NO. 31-20

ORDINANCE NO. 24-20

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE ALLEWAY LOCATED IN BLOCK 61, EAST PENSACOLA; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on July 16, 2020, as to the vacation of a portion of the alleyway located in Block 61, East Pensacola; Pensacola, Escambia County, Florida; and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described right-of-way in Pensacola, Escambia County, Florida is hereby closed, discontinued, vacated and forever abandoned by the City of Pensacola as a public thoroughfare:

A portion of that certain twenty (20) foot alley bound on the west by Perry Avenue and on the east by Pickens Avenue, less and except that portion of alley immediately abutting LOTS 17 TO 20 of BLOCK 61, EAST PENSACOLA, a subdivision of a portion of Section 5, Township 2 South, Range 29 West, lying and being in Escambia County, Florida, as shown according to the revised map of East Pensacola drawn by J.E. Kauser in January 1893, and recorded in Deed Book 77, Page(s) 520 of the Public Records of Escambia County, Florida.

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

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself and all existing utility providers, their successors and assigns, a full width easement in the entire portion the right of way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

SECTION 4. 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 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: August 13, 2020

Approved: Jewel Cannada-Wynn
President of City Council

Attest:

Ericka L Burnett
City Clerk

PENSACOLA
FLORIDA'S FIRST & FUTURE

MINUTES OF THE PLANNING BOARD
June 9, 2020

MEMBERS PRESENT:	Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Murphy, Board Member Wiggins
MEMBERS VIRTUAL:	Vice Chairperson Larson
MEMBERS ABSENT:	Board Member Powell, Board Member Sampson
STAFF PRESENT:	Assistant Planning Director Cannon, Senior Planner Statler, Assistant City Attorney Lindsay, Historic Preservation Planner Harding
OTHERS VIRTUAL:	Christy Cabassa, Scott Sallis, Cynthia Bradford, Ryan Norenberg

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from May 12, 2020.
- **New Business:**
    1. **57 S. 9th Avenue - Gateway Review District - New Two Story Townhouse**
    2. **29 N. 9th Avenue – Gateway Review District – New Three Story Mixed-Use Building**
    3. **Request for Vacation of Right-of-Way – 2900 E. Lee Street between Perry Avenue and Pickens Avenue**
    4. **Request for License to Use Right-of-Way – 2110 E. Lakeview Avenue**
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the virtual Board meeting.

Approval of Meeting Minutes

Board Member Wiggins made a motion to approve the May 12, 2020 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.

New Business

57 S. 9TH AVENUE - GATEWAY REVIEW DISTRICT - NEW TWO STORY TOWNHOUSE

Assistant Planning Director Cannon stated this item was in the GRD-1 which was in the Aragon redevelopment area. Ms. Cabassa presented to the Board and stated this was a single family residence attached to the Aragon Winebar, and they had received preliminary Aragon approval. There would be an out building for a garage connected with a breezeway and courtyard. All setbacks and heights had met the Aragon requirements. Chairperson Ritz advised this would be a great addition to that area. Board Member Grundhoefer indicated he had talked with the Aragon Review Committee Chairperson who said it had passed the Aragon requirements. Board Member Wiggins explained she had no concerns with the products of this designer. **Board Member Wiggins made a motion to approve, seconded by Board Member Grundhoefer, and it carried unanimously.**

29 N. 9TH AVENUE – GATEWAY REVIEW DISTRICT – NEW THREE STORY MIXED-USE BUILDING

Chairperson Ritz was glad to see some infill and stated he would not hesitate to support any project presented by Mr. Sallis. Mr. Sallis presented to the Board and stated the project was submitted to the Aragon Review Committee 27 days ago, and he expected a response within the next few days. He also stated the space was very generic right now and they had no tenant at this time. Chairperson Ritz explained this project would make it a more unified streetscape. Mr. Sallis confirmed if the rooftop was eliminated, it would return for an abbreviated review and Aragon approval would still apply. **Board Member Wiggins made a motion to approve, seconded by Board Member Grundhoefer, and it carried unanimously.**

REQUEST FOR VACATION OF RIGHT-OF-WAY – 2900 E. LEE STREET BETWEEN PERRY AVENUE AND PICKENS AVENUE

Chairperson Ritz pointed out the alleyway was not effective for vehicles, but the request here would give the property owners what would have been the property of the citizens of Pensacola. He suggested the right-of-way was probably not being used as intended and did not see any negative issues. It was pointed out that one property owner (2907 E. Blount) had not signed the petition to vacate; the property had been verified as vacant. Ms. Bradford addressed the Board and stated a chain link fence runs the entire length, and looked like it had not been traversed in 50 years. The owner of 2907 E. Blount could not be located, and ECUA had verified that home was abandoned. Chairperson Ritz explained the property owners of record had participated in this request. Staff indicated neighbors within 300' had been notified of this request. Chairperson Ritz advised if approved, this request would proceed to the Council for two readings prior to final approval.

Mr. DiBella advised the alleyway was the only way to access his property. Assistant City Attorney Lindsay advised Mr. DiBella's wife's name was on this deed, and there was access from the street with no requirement for the property to be accessed from the alley.

Mr. DiBella was a building contractor who needed access to the rear of the property. However, Chairperson Ritz advised Ms. DiBella had signed the petition to be a part of the vacation. He asked if Mr. DiBella was occupying any portion of the right-of-way, and Mr. DiBella stated he was not, but the fence was on their property line. Board Member Wiggins asked why his wife signed the petition, and Mr. DiBella stated she did not want to offend Ms. Bradford, but they had not talked together about it. It was determined Ms. DiBella's signature was received within the last few days. Board Member Murphy asked if the entire yard was fenced, was there a gate, and Mr. DiBella advised there was one which was overgrown in bushes. The property had been cleared, and the terrain was left unstable and impassable. Assistant City Attorney Lindsay clarified that Ms. DiBella owns the land, they live separately and homestead their separate residences. Chairperson Ritz explained if this matter proceeded to Council, Mr. and Mrs. DiBella could speak to Council on their concerns. **Board Member Wiggins made a motion to approve the vacation, seconded by Board Member Murphy, and it carried unanimously.**

REQUEST FOR LICENSE TO USE RIGHT-OF-WAY – 2110 E. LAKEVIEW AVENUE

For clarification, Assistant Planning Director Cannon explained the difference between a right-of-way and an LTU.

Ryan Norenberg has requested to install a 4' black aluminum fence across the front of his home, located no closer than 10' across the edge of Lakeview Avenue. Chairperson Ritz indicated there were lots of places along Lakeview without sidewalks; the City is adding sidewalks as they go along, but with LTU's and fences, the City would not be able to complete the sidewalks easily. He would like to see LTUs for general public use and not necessarily to close off spaces.

Board Member Murphy agreed that the City was trying to make neighborhoods more walkable, and this would reduce the ability to construct sidewalks especially in this area, and she felt it was important to keep this open. Board Member Grundhoefer agreed this was such a thoroughfare, it would be the next logical street for sidewalks, and a fence should be placed on their private property.

Mr. Norenberg addressed the Board and in looking at the aerial view, noted how close his house was to the front of the property. He was asking to enclose as much as possible to protect his children and the dog. Since there was slim to no chance for traffic calming, this seemed the best idea. Chairperson Ritz advised his house was 15' from the edge of the public sidewalk and could not support the request for an LTU. Board Member Wiggins advised the applicant that proceeding with a right-of-way vacation would substantially increase the property taxes, but she could not support the LTU. Board Member Murphy mentioned another reason for concern was the addition of a metal fence might be a potential sight safety issue with drivers attempting to turn right from Magnolia onto Lakeview.

Board Member Grundhoefer made a motion to deny, seconded by Board Member Murphy. Chairperson Ritz confirmed this item would proceed to Council as a recommendation. **The motion then carried unanimously.**

Open Forum – None

Discussion on the Proposed Amendment to the Tree Ordinance

Chairperson Ritz advised 2019 House Bill 1159 was circulated, and he read it as a lay person. Board Member Wiggins wanted to make sure anything the Board did fell within

the State law.
Ms. Murphy addressed the Board and stated she attended a private workshop with Lyssa Hall from Arizona, and the University of Florida professors will probably come in August for workshops; Lyssa Hall would participate virtually. She has asked key people for locations to allow workshops to be centrally located for public input. Chairperson Ritz had attended the virtual meeting; his takeaway was the botanical names for plantings, and the species list was not as accurate as it could be. He emphasized the City has a current tree ordinance, and the State has rulings and laws as well. Board Member Murphy hoped to have specific dates before the next Board meeting which would be forwarded to the Board members.

Adjournment – With no further business, Chairperson Ritz thanked the Board for its patience with the change in methods of physical and virtual participation and adjourned the meeting at 3:06 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board

Department:	Comments:
Planning	No comments or concerns.
FIRE	No comment from fire.
PW/E	No comments.
Surveyor	No comments.
Inspection Svcs	No comments.
Pensacola Energy	No comments.
ECUA	No objection to the vacation request. I agree with the utility easement to be retained for consistency.
FPL	No comments.
ATT	AT&T has no issue with this request.
FDOT	No comments.
CRA	No comments.
Parking	No comments.
Airport	No comments.
Arborist	No comments.
Floodplain	This property is in an x flood zone, so no comments from me.
Traffic Operations	No comments.

Sec. 12-11-4. Vacation of streets, alleys.

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

(1) *Application.* An application for vacation of streets, alleys or other public right-of-way shall be filed with the planning services department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.

a. An application for vacation of streets, alleys or other public right-of-way must be submitted to the planning services department at least 30 days prior to the regularly scheduled meeting of the planning board.

b. The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.

c. No application shall be considered complete until all of the following have been submitted:

1. The application shall be submitted on a form provided by the board secretary.

2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:

i. Accurate site plan drawn to scale;

ii. A legal description of the property proposed to be vacated;

iii. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;

iv. Reason for vacation request;

v. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.

3. The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.

4. Any party may appear in person, by agent, or by attorney.

5. Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(2) *Planning board review and recommendation.* The request to vacate will be distributed to the appropriate city departments and public agencies for review and comment. Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefor, to the city planning services department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting. When a request for vacation of a right-of-way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than ten feet from the existing back-of-curb. Any existing sidewalk on a right-of-way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.

a. Public notice for vacation of streets, alleys.

1. A sign shall be prominently posted on the property to which the application pertains at least seven days prior to the scheduled board meeting.

2. The city shall notify property owners within a 300-foot radius, as identified by the current county tax roll maps, of the property proposed for vacation with a public notice by post card at least five days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

(3) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.

a. *Notice and hearing.* The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten days prior to the public hearing. The city shall notify property owners by certified mail, as identified by the current county tax roll, at least 15 days prior to the city council public hearing.

1. In case of an alley vacation request all adjacent owners shall be notified.

2. In the case of a street vacation request, all property owners within 300 feet of the request shall be notified.

b. *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two times following the public hearing, at which time the vacation becomes effective. When a request for vacation of a right-of-way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than ten feet from the existing back-of-curb. Any existing sidewalk on a right-of-way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.

(4) *Easements retained.* If the city council determines that any portion of a public street or right-of-way is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.

(5) *Zoning of vacated property.* Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.

(6) *Ownership of property.* Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.

(Code 1986, § 12-12-4; Ord. No. 6-93, § 26, 3-25-1993; Ord. No. 44-94, § 7, 10-13-1994; Ord. No. 15-00, § 8, 3-23-2000; Ord. No. 12-09, § 3, 4-9-2009; Ord. No. 01-19, § 1, 2-14-2019; Ord. No. 23-20, 7-16-20)

MINUTES OF THE PLANNING BOARD
April 14, 2026

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Finn, Board Member Grundhoefer, Board Member Villegas, Board Member Powell, Board Member Yee

MEMBERS ABSENT: None

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Development Services Coordinator Statler, Development Services Director Morris

STAFF VIRTUAL: Assistant City Attorney Goldsmith

OTHERS PRESENT: Toan Tran, Zac Gibbs, Nannette Chandler, Paul Tamburro, TJ Henriques, Charles Green

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from January 13, 2026

New Business:

- Request for Vacation of Alleyway – 2907 E. Blount Street
- Final Aesthetic Review – 50 S. 9th Avenue – Gateway Redevelopment District
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Board Member Villegas made a motion to approve the March 10, 2026, minutes, seconded by Vice Chairperson Larson, and it carried 7:0.

New Business –

Request for Vacation of Alleyway – 2907 E. Blount Street

A request has been received from Mr. Matthew Montee for the vacation of a partial alleyway directly behind a residential property at 2907 E. Blount Street. In 2020, City Council approved vacation of the subject alleyway except for a 10-foot-wide portion directly abutting 2907 E. Blount Street. At that time, an owner could not be reached, and the property was determined to be abandoned. The property has since been claimed and purchased by Mr. Montee who would like to incorporate the segment of alleyway into his property so that he may properly maintain it. Currently, the segment of alleyway is not used for access, and it does not serve neighbors. Since only Mr. Montee abuts the alleyway portion, a petition form signed by neighbors is not required.

Mr. Montee presented to the board and staff notified the board that the item had been properly noticed. **Board Member Larson made the motion to approve which was seconded by Board Member Villegas, which carried 7-0.**

50 S. 9th Avenue – Final Aesthetic Review – Gateway Redevelopment District

CBA Architects is requesting final approval for a new multi-family residential development consisting of a seven-story main building with two levels of podium parking, and five levels of residential apartments, totaling 227 units. A separate club building is located to the west of the development which will house amenities for residents. The design centers a resort-style pool within the main building's third floor courtyard, offering views overlooking Admiral Mason Veterans Memorial Park and Pensacola Bay. Architectural features include colorful facades, balconies, deep roof overhangs, and decorative shutters, combining traditional coastal elements with modern design. Conceptual review of this project was approved by the board in December 2025.

Applicants Mr. Tran and Gibbs presented to the board. The board discussed site access, the north and east façade of the main building, property easements, the parking deck, and landscaping.

Mr. Charles Green addressed the board with concerns of traffic and road safety. The board responded that traffic and streets were not subject to review as part of this item, but staff let Mr. Green know that they could connect him with Public Works for further discussion.

Dr. Paul Tamburro addressed the board and shared his concerns that the project did not satisfy the Gateway Redevelopment District code. A copy of Dr. Tamburro's written remarks is provided. Dr. Tamburro wanted good development and supported past versions of the Hawkshaw project. Dr. Tamburro concerns were specific to lot coverage and development guidelines such as site planning, architectural scale, maximum preservation of bay views, and development coordination.

Mr. TJ Henriques addressed the board and thought the 9th Avenue side was attractive, but agreed that the north side of the building was an issue and wanted to see the private street Colfax closed and used as a green space. The north and east side were unattractive, the building's scale was too excessive, and he was concern about the lack of green space.

The board clarified that the height of the proposed was allowable (up to 100'), civil documents as part of the packet and provided by a licensed professional engineer shows 26% pervious area which met code, and that the development guidelines in the Gateway Redevelopment District code were guidelines for the board's consideration of project rather than development requirements.

Mr. Zac Gibbs responded to the board and public speakers. He understood that the north

and east side was limited with space, but in comparison to the empty parking lots around the property, they felt like they did their best with the design and all bases were covered and in compliance with the zoning district's requirements.
The board further discussed lot coverage, the north and east facades, maximum preservation of bay views, Colfax Street.
After further discussion and consideration, Board Member Finn made a motion to approve the final aesthetic design contingent on an abbreviated review of the north and east facades. The abbreviated review must provide an improved or altered vision for the north and east facades to incorporate the board's discussion items. Board Member Larson seconded the motion. Chairman Ritz clarified that Board Member Grundhoefer agreed to be the reviewer for the abbreviated review application. **Board Member Yee offered an amendment for treatment to be added to the condensers on the south end of the east façade along with some kind of site control and safety between the amenity building and main structure. The amendment was accepted.** Board Member Grundhoefer made the comment that improvements to the north façade could probably be easily achieved. The east façade was a concern, and he wasn't sure if it would be possible to gain more space, understanding that the loss of units impacts the project. Mr. Grundhoefer though that something dramatic would be needed on the east façade to create enough buffer and softness like the other facades had – sidewalks, landscaping, pedestrian ways, etc. Board Member Yee pointed to a comment made earlier by Borad Member Villegas about the possibility of adding climbing jasmine or a green wall which would go a long way to softening the facades, and that could also go a long way in the public's view, and it wouldn't take up too much space. The applicant offered that it may be an issue with providing enough free area around the parking decks. **The motion carried 6-0.**

Open Forum – Ms. Nannette Chandler spoke on further tree protection and preservation for the Land Development Code updates. The board responded with a further discussion which provided a segway to the discussion.

Discussion
The board continued discussion on the Land Development Code update, including the process for topical discussions after code adoption, hot topics such as lot grading and stormwater requirements, missing middle housing, building height, and parking. It was decided that the topic of multifamily parking would be removed which was the general consensus from the board, and lot width was worked through and did not need to be carried on as a "hot topic". The board did not have strong feelings about language added to the height of clearstory windows in ADUs. Further discussion would be had on how to measure building height. Lot grading, middle missing housing, and building heights (to be worked on by Board Member Yee) were left as main topics for further discussion.
The board decided that they would like to use the May and June meetings for further discussion with a planned vote for recommendation at the July meeting. The board's recommendation would then be carried to the August City Council meeting for an initial vote.

Adjournment – With no further business, the Board adjourned at 4:08 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

File #: 26-550 Agenda Conference 5/11/2026

LEGISLATIVE ACTION ITEM

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

SUBJECT:

ALICE S WILLIAMS CHILDCARE LEASE AGREEMENT WITH COMMUNITY ACTION PROGRAM COMMITTEE - 1015 N E STREET

RECOMMENDATION:

That the City Council approve the Lease Agreement with Community Action Program Committee, Inc. (CAPC) for 1015 North E Street, Pensacola, Florida, for the operation of a licensed infant childcare program pursuant to Request for Proposals No. 26-004, contingent upon the CRA, through the CRA Administrative Officer, having authority to review and approve any proposed modifications, improvements, or maintenance-related decisions prior to final action by the City (Lessor) and being provided all maintenance records and other pertinent documentation.

SUMMARY:

This project advances the City of Pensacola Strategic Plan Goal # 3: Support for Youth Experiences and #8 Neighborhoods that celebrate Culture and Honor Legacy. The project will also advance the CRA's 2025 Westside Redevelopment Plan's, "Revitalize Cultural Landmarks & Historic Buildings" under Neighborhood Development and "Community Facilities" under Open Space and Community Amenities.

This request is for the approval of the lease agreement with Community Action Program Committee, Inc. (CAPC) for property located at 1015 North E Street, formerly the Alice S. Williams Library, for the operation of a licensed infant childcare program. The property was recently restored using a combination of State grant funding and CRA bond proceeds, with prior CRA and City Council actions supporting design, funding reallocations, and construction.

Following completion of the restoration, the City issued Request for Proposal No. 26-004 to identify a qualified operator to deliver high-quality infant childcare services at the site. One proposal was received from CAPC, which was evaluated and recommended for award by the selection committee based on its demonstrated experience, operational capacity, and ability to meet the City's objectives for expanding access to infant care and providing supportive services to families.

The proposed lease provides for an initial one-year term at $1.00 per year. The public purpose of the lease is to expand access to high-quality childcare for ages 0 to 24 months, including

services for voucher-assisted families, in furtherance of the City's goal of increasing access to infant care, supporting caregivers and families, and providing community-based services in the renovated Alice S. Williams facility.

Under the agreement, CAPC will be responsible for program operations, staffing, compliance with all applicable licensing and regulatory requirements and maintenance of the facility. Approval of this lease agreement will activate a publicly funded, restored community asset and deliver a critical service to the Westside community by expanding access to high-quality infant childcare and family support services.

This project area will be added to the CRA's asset inventory under the existing Interlocal Agreement for Property Management and Maintenance. Staff will work on revisions to the interlocal agreement to clarify the roles of the CRA and the City for CRA improvements to City-owned property, including approval authority, funding, delegation and alignment with Chapter 163, Part III, Florida Statutes.

PRIOR ACTION:

October 10, 2022 - CRA Board approved the reallocation of $300,000 of 2017 Westside Redevelopment Revenue Bond funds to the Alice S. Williams project.

October 13, 2022 - City Council approved the acceptance of the AACH grant award in the amount of $500,000.

April 7, 2025 - CRA Board approved the 100% design plans and authorized the bid solicitation, in keeping with their approval process for CRA-funded projects.

July 15, 2025 - CRA Board approved an additional $250,000 reallocation of 2017 Westside Redevelopment Revenue Bond funds to the Alice S. Williams project and authorized award of construction contract to Sessions Contractors Group, Inc.

July 17, 2025 - City Council approved the construction contract with Sessions Contractors Group, Inc.

April 23, 2026 - City Council approved the disposition of the property.

FUNDING:

N/A

FINANCIAL IMPACT:

Project funding for renovation of the Alice S. Williams property has previously been approved through the African American Cultural and Historical grant and 2017 Westside Redevelopment Revenue Bond proceeds. Any additional financial impacts associated with lease obligations, maintenance responsibilities, or future site improvements will be evaluated as negotiations progress.

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

STAFF CONTACT:

Don Kraher, Council Executive
David Stafford, City Administrator
Clifford Collins, Associate City Administrator
Anna Kate Baygents, Assistant Economic Development Director
Victoria D'Angelo, CRA Administrative Officer
Ann Teston, Incentives and Land Development Program Manager
Theresa Cserep, Education and Youth Programs Officer

ATTACHMENTS:

1. Lease Agreement
2. CAPC
3. RFP-26004
4. RFP-26004-Addendum
5. Site Photo
6. Notice of Intent to Award - RFP 26-004 (1)
7. Grant Award Agreement

PRESENTATION: No

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**") is made and entered into this _____ (the "**Effective Date**") by and between **THE CITY OF PENSACOLA**, a Florida municipal corporation ("**Lessor**") and **COMMUNITY ACTION PROGRAM COMMITTEE, INC**, a Florida not-for-profit corporation ("**Lessee**").

WITNESSETH:

WHEREAS, Lessor is the owner of that certain land (the "**Land**") and the building and other improvements situated on the Land (the "**Building**") located at 1015 N. E Street, Pensacola, Florida 32501 as such Land is more particularly depicted in Exhibit A attached hereto and incorporated herein by reference (the Land, Building and such other improvements being referred to herein collectively as the "**Property**");

WHEREAS, in 2025 Lessor issued that certain Request for Proposal Number 26-004 "Alice S. Williams Childcare" (the "**RFP**"), soliciting proposals from qualified childcare operators to operate and establish a high-quality infant care program at the Property;

WHEREAS, the RFP contained a "Scope of Services" section (see, pp. 6-10 of the RFP) detailing, among other things, minimum required operational and performance qualifications and standards required of any respondent to the RFP (collectively, the contents of the "Scope of Services" section of the RFP are hereinafter referred to as the "**RFP Standards**"); and

WHEREAS, Lessee submitted its response to the RFP on or about January 2, 2026 ("**Proposal**"), and was thereafter selected by Lessor as the winning respondent to the RFP.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, Lessor and Lessee hereby agree as follows:

Section 1. Recitals

The recitals set forth above are hereby acknowledged by Lessor and Lessee as true and correct and are incorporated into the body of this Lease by this reference.

Section 2. Description of Leased Area

Upon the terms and subject to the conditions set forth in this Lease, Lessor, in exchange for the performance of the promises made by Lessee in this Lease, leases to Lessee, and Lessee agrees to rent the Property from Lessor.

Section 3. Term of Lease

(a) Lessee shall have the right to occupy and use the Property for a term of 1 year, commencing on June 1, 2026 (the "**Term**").

(b) Provided that it is in compliance with and not in default under the terms and conditions of this Lease, Lessee shall have two options (each an "**Option**" and collectively, "**Options**") to extend the Term for one-year, each exercisable by providing written notice to Lessor not less than 30 days prior to the expiration of the then-existing Term.

Section 4. Base Rent

Lessee shall use and enjoy the Property in exchange for its full and timely performance of the terms and conditions of this Lease, and no base rent shall be required. Notwithstanding the forgoing, the term "rent" shall mean and include all charges and payments of any kind or nature due from Lessee under this Lease, whether to Lessor or any other person or entity.

Section 5. Taxes

(a) **Real Property Taxes.** Lessor shall pay prior to delinquency all ad valorem property taxes assessed against the Property during the Lease Term.

(b) **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Lessee contained at or about the Property. When possible, Lessee shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said personal property shall be assessed with Lessor's real property, Lessee shall pay the taxes attributable to Lessee not less than ten (10) days prior to the delinquency date for payment of such taxes.

(c) **Sales Tax.** Lessee shall pay or reimburse to Lessor any sales or use tax imposed by applicable Florida law on the Base Rent or any other amounts due under this Lease.

Section 6. Use of Property

(a) Lessee shall use the Property only for operation of a licensed childcare facility for infants ages 0-24 months, consistent with Early Head Start, and uses ancillary thereto and for no other purpose without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion (the "**Permitted Use**").

(b) The Property shall be open and operating for the Permitted Use in accordance with the terms of this Lease on or before August 12, 2026, and, other than Federally recognized holidays and subject to force majeure events (defined below) shall thereafter remain open and operational at least Mondays – Fridays, 7:45 a.m. to 4:00 p.m.

(c) Without limiting the forgoing:

a. Lessee and its use of the Property shall be and remain in full and timely compliance with the RFP Standards, which RFP Standards are hereby incorporated and made a part hereof. Notwithstanding the forgoing, in

the event of any conflict between the terms of the RFP Standards and this Lease, the terms of the Lease shall control.

b. Lessee shall use the Property only in compliance with all applicable laws and shall not commit or allow to be committed any nuisance or other act against public policy. Lessee agrees not to deface or damage the Property, ordinary wear and tear excepted, in any manner or overload the floors of the Property.

c. Lessee agrees not to knowingly use or keep any substance or material in or about the Property which may impair the insurance on the Property or increase the hazard of the insurance risk or which is offensive or annoying to other Lessees of the Property.

Section 7. Alterations

Except as otherwise expressly provided in this Lease, Lessee shall make no exterior or interior alterations, changes or improvements in or to the Property without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Any such alterations, changes or improvements so approved by Lessor, shall be made by Lessee at its sole cost and expense and shall be accomplished in accordance with the terms of this Lease and in a good and workmanlike manner in compliance with all applicable laws and building regulations. Lessee hereby completely and fully indemnifies Lessor against all mechanics' and materialmen's liens and other liens or claims which may arise in connection with the making of alterations, changes or improvements to the Property; provided, however, that no person or party providing labor or materials with respect to such alterations, changes or improvements shall be entitled to claim any lien therefor upon the Property. Except as otherwise agreed by Lessor in writing, only the signage, furnishings, equipment, machinery and trade fixtures installed in the Property by Lessee and paid for by Lessee shall remain the property of the Lessee and shall be removed by the Lessee upon the expiration or termination of this Lease; provided, however, that Lessee shall promptly repair all damage caused by the installation and removal thereof and provided further that Lessee shall have fully performed all of the covenants and agreements to be performed by Lessee under the provisions of this Lease.

Section 8. Quiet Enjoyment

Lessor hereby covenants with Lessee that upon the performance by Lessee of the agreements herein set forth, Lessee may quietly hold and occupy the Property without any interruption by Lessor or people claiming through or under Lessor.

Section 9. Right to Entry

Lessee shall permit Lessor and Lessor's representatives and independent contractors at any time during usual business hours (or after hours if reasonably deemed necessary by Lessor) for the purpose of inspecting same, making repairs, removing alterations and additions

not in conformity with this Lease, and exhibiting the property for sale, lease, appraisal, or otherwise.

Section 10. Utilities and Janitorial Services

Lessee shall pay for all water, sewer, gas, heat, electricity (including without limitation electricity for exterior lighting), power, steam, telephone or other utilities and services supplied to the Property, together with any taxes thereon. Lessee shall also be responsible for all janitorial services to the Property.

Section 11. Possession and Maintenance

Lessee acknowledges that Lessee has inspected the said Property and accepts it and all improvements, equipment and machinery in its "as-is" condition that exists as of the date hereof with no obligation of the Lessor to make any improvements, repairs, or replacements thereto whatsoever and without representation or warranty of any kind or nature, including, without limitation, as to the suitability of the Property for the Permitted Use. Lessee shall, at all times, keep the Property, and all elements and components thereof, including, but not limited to, all partitions, doors, flooring, fixtures, mechanical equipment, plumbing and electrical facilities, heating, ventilating, and air conditioning, parking lot, planted areas, landscaping, roof, foundation, and all interior and exterior (including all structural and non-structural elements) of the Property, in good order, condition and repair with all appropriate maintenance and replacement as shall be necessary to comply herewith, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital, or noncapital, or the fault or not the fault of Lessee its agents, employees, invitees, visitors, and contractors, all at Lessee's sole cost and expense. In pursuance of this obligation of maintenance, Lessee agrees to cause the Property to comply with all laws and ordinances and all valid rules and regulations of any federal, state, municipal or other public authority having jurisdiction in the Property and further agrees to make all repairs, restorations, and replacements as is necessary in connection with the same and in the same quality and class equal to the original work or installations, and to conduct its business in the Property in all respects in a dignified manner and in accordance with high standards of business operation and in compliance with all applicable laws, regulations and ordinances.

Lessee shall provide written notice to Lessor prior to the performance by Lessee, Lessee's agents or contractors of any structural repairs, structural renovation and/or structural maintenance to the Property, except as expressly set forth below. Such notice shall include a detailed description of the work contemplated. Lessee shall not perform, or cause to be performed, any such structural repair, renovation and/or maintenance without the prior written consent of Lessor, and, if such consent is granted, the structural repair, renovation and/or maintenance must be performed in accordance with the terms of Lessor's consent, provided, however, that the foregoing shall not require Lessee to obtain prior consent in the event repair or maintenance is immediately required to preserve the Property and/or to ensure that Lessee's business is not disrupted and in such an event, Lessee shall provide Lessor with notice of the repair or maintenance as soon as reasonably possible.

In furtherance of, and without limiting, its maintenance obligations under this Lease, Lessee shall, within 30 days following the Effective Date of this Lease, deliver fully-executed and enforceable contract(s) between itself and duly licensed and insured contractor(s) for routine preventative maintenance, inspections and service for the HVAC systems, fire and life safety systems, plumbing, exterior building and parking, landscaping and pest control at the Property, each acceptable to Lessor in its reasonable discretion (collectively, the "**Maintenance Contracts**"). The Maintenance Contracts shall remain in full force and effect for the entire Lease Term, and Lessee shall deliver or cause to be delivered to Lessor all inspection, maintenance, repair, and service report(s) promptly upon receipt of the same.

Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, damages or liability arising from the performance or failure to perform the repair, renovation, and/or maintenance described above. This indemnity shall include, but not be limited to, claims or liabilities asserted against Lessor based upon negligence, strict liability or other liability by operation of law to any third party or government entity, and all costs, attorney's fees, expenses, and liabilities incurred by Lessor in the defense of any such claim, along with any damage to the Property caused or related to Lessee.

Should Lessee fail to perform any of its obligations under this Section 11 for a period of twenty (20) days after written notice from Lessor, the Lessor shall have the right, but not the obligation, in addition to and without waiving its rights under Section 20 below, to enter onto the Property and perform such obligations and assess the cost thereof to Lessee, which cost will accrue interest at nine percent (9%) per annum until paid.

Section 12. Force Majeure

All time deadlines in this Lease are subject to extension for delays caused by force majeure. The term "force majeure" as used in this Lease shall include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, acts of public authorities, and any other causes, whether or not enumerated in this Section 12, which causes are beyond the control of the party required to perform.

Section 13. Liability, Indemnity and Insurance

(a) **Lessee's Insurance.** Lessee shall maintain public liability, professional liability, sexual abuse and molestation and property damage insurance with limits of at least One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate insuring against claims for bodily injury, death or property damage occurring at or about the Property and shall name Lessor as an additional insured thereunder. Lessee shall also maintain workers' compensation coverage in and to the extent required by Florida law. Not more frequently than during each year of the Lease Term, if, in the opinion of Lessor's insurance broker, the amount of public liability and property damage insurance coverage required to be maintained by Lessee at that time is not adequate, Lessor may by written notice to Lessee increase the amount of insurance coverage required to be maintained by Lessee to the amount determined by Lessor's insurance broker to be adequate.

(b) **Evidence of Insurance**. On or before the Effective Date of this Lease and thereafter upon Lessor's request from time to time, Lessee shall furnish Lessor with satisfactory evidence of the insurance required to be maintained by Lessee hereunder. All insurance required to be maintained by Lessee shall be primary and non-contributory and shall be on terms and with insurers reasonably acceptable to Lessor. Each policy of insurance (other than worker's compensation) shall include Lessor and others Lessor may from time to time designate as additional insureds. Each policy of property insurance shall contain a waiver by the insurer of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled against Lessor, or its agents, officials, or employees. Each policy of insurance shall contain an endorsement which provides an undertaking by the insurer that no material change adverse to Lessor or Lessee will be made, and the policy will not lapse or be cancelled, except after not less than thirty (30) days' notice to Lessor of the intended change, lapse or cancellation. Lessee shall furnish to Lessor, if and whenever requested by it, copies of policies, policy endorsements, certificates or other evidence acceptable to Lessor as to the insurance from time to time in place on behalf of Lessee.

(c) **Indemnification.** Lessee shall indemnify and hold harmless Lessor and its elected and appointed officials, officers, members, employees, volunteers, representatives and agents from any and all fines, claims, suits, actions, demands, losses, damages, liabilities, costs and expenses (including, without limitation, attorney's fees) in connection with any loss of life, bodily or personal injury, or damage to or loss of property arising from or out of any occurrence in, upon, at or about the Property or any part thereof occasioned or caused in whole or in part, either directly or indirectly, by the act omission, negligence, misconduct or breach of this Lease by Lesse or its Agents; or arising out of this Lease or Lessee's or its Agents' use of the Property; provided, however, that nothing contained in this Lease shall be construed as a waiver, in whole or in part, of the sovereign immunity of Lessor under the Constitution, statutes and case law of the State of Florida, nor as a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against Lessor.

(d) **Limitation of Lessor Liability**. In no event shall Lessor be liable or responsible to Lessee for any loss or damage to any property or the death or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition of other governmental body or authority, by other licensee, occupant, user, lessee, or sub-lessee of the Property or any portion thereof, or by any other matter beyond the control of Lessor, or for any injury or damage or inconvenience which may arise related to maintenance, repair or alteration of any part of the Property, or failure to make maintenance or repairs or from any cause whatsoever except the gross negligence or willful misconduct of Lessor, or for consequential damages or special damages. Further, any liability of Lessor under this Lease is limited to the same extent as tort actions against Lessor are limited by Florida Statute 768.28.

Section 14. <u>Liens</u>

Notwithstanding any contrary provision in this Lease, the interest of Lessor in the Property shall not be subject to statutory construction liens arising by reason of improvements made by Lessee, and Lessee shall have no authority to create liens for labor or material on or

against Lessor's interest in the Property. Lessee agrees to notify any materialman, supplier, contractor, mechanic or laborer involved with work on the Property at Lessee's request that he must look only to Lessee for payment and that Lessee has no authority whatsoever to bind Lessor or Lessor's property interests.

Section 15. Damage by Fire or Other Casualty

If the Property is damaged to such extent that rebuilding to substantially the same condition which existed prior to the damage cannot reasonably be completed substantially within 30 working days after Lessor's receipt of written notification by Lessee of the damage, and Lessee is unable to use the Building or Property by reason of such damage or destruction, then this Lease may be terminated by either Lessor or Lessee by such party giving written notice of termination to the other party, and, in such event, the rent shall be abated as of the date of the occurrence of such damage for the unexpired portion of the Lease Term and any and all insurance proceeds, including without limitation, insurance proceeds, together with applicable deductibles, shall be paid to Lessor. Notwithstanding the foregoing, Lessee shall not be entitled to an abatement of Rent nor shall Lessee be entitled to terminate this Lease if the casualty is due to a Default by Lessee hereunder.

Section 16. Eminent Domain

(a) In the event that the Property, or any part thereof, is taken for any public or quasi-public use by condemnation or by right of eminent domain, or purchase in avoidance or settlement of a condemnation or eminent domain proceeding, Lessor and Lessee agree as follows:

(1) In the event of a taking of the Property that substantially impacts Lessee's use of the Property, either Lessor or Lessee may cancel this Lease by giving written notice to the other within thirty (30) days after the occurrence of such partial taking.

(2) Lessor shall be entitled to receive all such sums as may be awarded by the court, except sums paid to satisfy any claims for specific business losses made by Lessee.

Section 17. Subordination

This Lease shall automatically be subordinate to any mortgage presently existing or hereafter made on the Property (including the land and/or the improvements thereon) and to any renewal, extension, or replacement of said mortgage lien. Within ten (10) days after receipt, Lessee covenants to execute any agreement requested by any mortgagee to evidence the agreements of this Section which is reasonably acceptable to Lessee's attorney and which provides that so long as the Lessee is not in default hereunder, its quiet enjoyment of the Property will not be disturbed. Lessee further covenants to execute such certificates and otherwise provide such assurances regarding this Lease as Lessor shall reasonably request in connection with any mortgage; provided, however, that Lessee shall be bound by this covenant only if all of the provisions of any such certificate or assurance are true and accurate. Lessee shall be responsible for its own attorneys' fees in reviewing any agreement or certificate provided for in this section.

Section 18. Assignment and Subletting

Lessee shall not assign any interest in this Lease (whether by sale of assets, merger, consolidation, or otherwise, or by sale or disposition of control or beneficial ownership of Lessee if Lessee is a corporation, partnership, limited liability company, professional association, or some other entity) and/or mortgage or encumber the Property without first having obtained the prior written consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion, and any such assignment or mortgage or encumbrance made without Lessor's consent shall be void and, at the option of Lessor, shall terminate this Lease. Lessee shall not sublet the Property or any part thereof without the prior written consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion, and any such sublease made without Lessor's consent shall be void and, at the option of Lessor, shall terminate this Lease.

Section 19. Insolvency or Bankruptcy

(a) Any assignment by Lessee for the benefit of creditors or by operation of law shall not be effective to transfer any rights under this Lease to the assignee, without the prior written consent of Lessor.

(b) If at any time during the Lease Term there shall be filed by or against Lessee in any court, pursuant to any statute either of the United States or any state, a petition in bankruptcy or insolvency or for reorganization or for appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors, then Lessee shall be deemed to have breached this Lease. In such an event, Lessor shall have the option to cancel and terminate this Lease with or without notice. If Lessor exercises its option to cancel and terminates this Lease, neither Lessee nor any person claiming through or under Lessee shall be entitled to possession or to remain in possession of the Property but shall forthwith quit and surrender the Property.

Section 20. Defaults and Remedies

(a) **Default**. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

(1) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due;

(2) The failure of Lessee to timely and fully observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in subparagraph (1) above, where such failure shall continue for a period of twenty (20) days after written notice thereof from Lessor to Lessee; provided however, that if the nature of Lessee's default is such that more than twenty (20) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said twenty (20) day period and thereafter

diligently pursues such cure to completion, provided that in no event shall the cure period exceed sixty (60) days;

(3) The making by Lessee of any general assignment for the benefit of creditors;

(4) The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within ninety (90) days);

(5) The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease;

(b) **Remedies**. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand (except as specified in subsection 20(a) above) and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

(1) Terminate Lessee's right to possess the Property by any lawful means, in which case this Lease shall terminate, and Lessee shall immediately surrender possession of the Property to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default; including but not limited to the cost of recovering possession of the Property; expenses of re-letting, including necessary renovation and alteration of the Property, reasonable attorney's fees and any real estate commission actually paid; and the worth at the time of award by the court having jurisdiction thereof.

(2) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state where the Property is located, including any right or remedy available to a creditor under the Florida Uniform Commercial Code.

Section 21. <u>Fixtures and Personal Property</u>

Lessee shall have the right to install furniture and fixtures and machinery and equipment necessary or convenient to the use permitted under Section 6, all of which shall remain the property of Lessee, but if any damage results to the Property by reason of installation or removal of such furniture, fixtures and machinery and equipment, Lessee shall repair the same at its own expense prior to the expiration or termination of the Lease term and immediately upon quitting the Property.

All personal property and fixtures placed or moved on the Property shall be at risk of Lessee or the owner of said property, and Lessor shall not be liable to Lessee for any damage

to said property, or for any damage arising from the bursting of or leaking of water pipes or from any act of negligence of any Lessee or other occupants of the Building, or of any other person whomsoever.

In the event that Lessor consents as required under Section 7 to any alterations, additions, and improvements to the Property, then, subject to the provisions of Section 7, all such alterations, additions, and improvements shall immediately become and remain part of the Building and the property of the Lessor; provided, however, that as a condition to granting its consent as required under Section 7, Lessor may require that, upon the vacating of the Property by Lessee, any such alterations, additions, and improvements shall be removed by Lessee and the Property restored.

Section 22. Limitation of Liability

Notwithstanding anything to the contrary contained in this Lease, the liability of Lessor (and of any successor or assign of Lessor) to Lessee (or any person or entity claiming by, through or under Lessee) shall be limited to the interest of Lessor in the Building and the Property. Lessee shall look solely to Lessor's interest in the Building and the Property for the recovery of any judgment or award against Lessor. Neither Lessor nor any of its affiliates, subsidiaries, members, principals, beneficiaries, partners, officers, directors, shareholders, employees, mortgagee(s) and agents shall be personally liable for any judgment or deficiency.

Section 23. Waiver of Subrogation

Lessor and Lessee each waive any claim against the other for property damage to the extent that such claim is covered by valid and collectible insurance carried for the benefit of the party entitled to make such claims and provided that the insurer pays such claim. Further, each policy of property damage insurance maintained by either party shall include a waiver of subrogation endorsement.

Section 24. Surrender of Possession

Lessee agrees to vacate and surrender to Lessor possession of the Property at the expiration or termination of this Lease, by lapse of time or otherwise, in as good a condition as when Lessee occupied the same at the commencement of the Lease Term, excepting only ordinary wear and tear and decay, or damage by the elements (occurring without the fault of Lessee or other persons permitted by Lessee to occupy or enter the Property or any part thereof) or loss or damage by force majeure.

Section 25. Demands and Other Instruments

All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the term of this Lease shall be in writing and shall be personally delivered, sent by Federal Express or other overnight or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, postage prepaid

(and shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt):

Lessor: City of Pensacola
Attn: Leasing Manager
222 W. Main Street
Pensacola, Florida 32502

With a copy to:

City of Pensacola Community Redevelopment Agency
Attn: CRA Administrative Officer
222 W. Main Street
Pensacola, Florida 32502

Lessee: Community Action Program Committee, Inc.
Attn: Douglas Brown
2501 W. Wright Street
Pensacola, FL 32505

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing and deliver to the other party.

Section 26. Waiver of Jury Trial

Lessor and Lessee hereby waive trial by jury in any action, proceeding or counterclaim brought by any party against another party on any matter arising out of or in any way connected with this Lease.

Section 27. Severability

If under present or future laws effective during the term of this Lease any clause or provision of this Lease is invalid or unenforceable, it is the intent of the parties that the remaining provisions of this Lease shall not be affected thereby. The captions of the paragraphs are added as a matter of convenience only and shall not be considered in construing any provisions of this Lease. The words, "Lessor" and "Lessee," and the words, "it" or "its," used with reference to the Lessor and Lessee, shall apply to individuals (male or female), partnerships, firms, associations and corporations, whichever is appropriate.

Section 28. Amendment or Modification

Lessee acknowledges and agrees that it has not relied upon any statement, representation or Agreement made by Lessor or any of its agents or representatives except as are expressed in this written Agreement and that no amendment, modification or extension of this

Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

Section 29. Successors

All terms, conditions and agreements to be kept and performed by the parties hereto shall be applicable to and binding upon their respective heirs, personal representatives, successors and assigns.

Section 30. Radon Gas

Lessor notifies Lessee as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

Section 31. Hazardous Materials

(a) Lessee shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Property or the Building by Lessee, its agents, principals, employees, assigns, sublessees, contractors, consultants or invitees without the prior written consent of Lessor, which consent may be withheld for any reason whatsoever or for no reason at all. If Lessee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material at or about the Property caused by Lessee or the aforesaid others results in (a) any contamination of the Property, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, or if contamination of the Property or the surrounding area(s) by Hazardous Material otherwise occurs for which Lessee is legally liable or responsible to Lessor (or any party claiming by, through or under Lessor) for damages, losses, costs or expenses resulting therefrom, then Lessee shall fully and completely indemnify, defend and hold harmless Lessor (or any party claiming by, through or under Lessor) from any and all claims, judgments, damages, penalties, fines, costs liabilities or losses suffered or incurred by Lessor as a result thereof, including without limitation: (i) diminution in the value of the Property; (ii) damages for the loss or restriction on use of rentable or usable space in the Property; and (iii) any sums reasonably paid in settlement of claims, reasonable attorneys' and paralegals' fees (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings), consultants fees, and expert fees which arise during or after the Lease Term as a consequence of such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation or site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of such Hazardous Material present in the soil or ground water on or under the Property or the Building.

(b) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Property or the surrounding area(s) caused by Lessee or the aforesaid others results in (a) any contamination of the Property, the surrounding area(s), the soil or surface or

ground water or (b) loss or damage to person(s) or property, then Lessee shall immediately notify Lessor of any contamination, claim of contamination, loss or damage and, after consultation and approval by Lessor, take all actions at Lessee's sole expense as are necessary or appropriate to return the Property, the surrounding area(s) and the soil or surface or ground water to the condition existing prior to the introduction of any such Hazardous Material thereto, such that the contaminated areas are brought into full compliance with all applicable statutory regulations and standards. The foregoing obligations and responsibilities of Lessee shall survive the expiration or earlier termination of this Lease.

(c) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's"), petroleum, any and all material or substances which are classified as "biohazardous" or "biological waste" or "extremely hazardous waste" or "hazardous substance" pursuant to applicable federal, state or local government law.

(d) Lessor and its agents shall have the right, but not the duty, to inspect the Property at any time to determine whether Lessee is complying with the terms of this Lease. If Lessee is not in compliance with this Lease, Lessor shall have the right to immediately enter upon the Property to remedy any contamination caused by Lessee's failure to comply, notwithstanding any other provision of this Lease. Lessor shall use its best efforts to minimize interference with Lessee's business but shall not be liable for any interference caused thereby.

Section 32. **Headings**

The headings to the various sections of this Lease have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this Lease.

Section 33. Counterparts

This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 34. Applicable Law and Venue

This Lease shall be construed under and enforced in accordance with the laws of the State of Florida. The Parties agree to exclusive venue in the County and/or Circuit Courts of the First Judicial Circuit in and for Escambia County, Florida, of any action to enforce, related to or arising out of this Lease.

Section 35. All Genders and Numbers Included

Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this Lease, it shall equally apply to, extend to and include the other.

Section 36. Time of the Essence

It is specifically agreed that the timely performance of each and every one of the terms, covenants and conditions hereof is of the essence of this Lease.

Section 37. Mutual Waiver of Consequential Damages.

Any other provision of this Lease to the contrary notwithstanding, in no event shall Lessor or Lessee be liable to the other for any special or consequential damages by reason of any breach or default by it under this Lease, including without limitation loss of income or profits, damage to reputation, or other loss or damages suffered by a party arising from the interruption or cessation of the business conducted by such party.

Section 38. Triple Net Lease.

This Lease constitutes a triple net lease of the Property and, notwithstanding any language herein to the contrary, it is intended and the Lessee expressly covenants that, except as specifically provided herein during the Lease Term, Lessor is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the use, occupancy, operation, maintenance, preservation, repair, restoration, protection, or insuring of the Property, or any part thereof.

Section 39. Estoppel

Lessee shall at any time and from time to time within fifteen (15) days after written request from Lessor execute and deliver to Lessor or any prospective lessor or lender a sworn and acknowledged estoppel certificate, in form reasonably satisfactory to Lessor and/or Lessor's lender or prospective lender or prospective landlord certifying and stating as follows: (i) this Lease has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (ii) this Lease (as so modified or amended) is in full force and effect (or if not in full force and effect, the reasons therefor);(iii) the Lessee has no offsets or defenses to its performance of the terms and provisions of this Lease, including the payment of Rent (or if there are any such defenses or offsets, specifying the same); (iv) Lessee is in possession of the Property if such be the case; (v) if an assignment of rents or leases has been served upon Lessee by a Lender or prospective lender, Lessee has received such assignment and agrees to be bound by the provisions thereof; and (vi) any other information reasonably required by Lessor or its Lender or prospective lender or any prospective landlord. It is intended that any such statement delivered pursuant to this subsection may be relied upon by Lessor and by any lender or prospective landlord or lender and their respective successors and assigns. In addition to any other remedy Lessor may have hereunder, if Lessee shall fail to execute and return such statement within the time required

herein, such failure shall be a Default (for which there is no cure period), and Lessee shall be deemed to have agreed with the matters set forth therein (without limiting Lessor's other remedies).

Section 40. **Lessee Representations**. As a material inducement for Lessor's entry into this Lease, Lessee represents and warrants that (a) the contents of its Proposal are true and correct in all material respects, and (b) it is compliant with and has and will continue to perform in accordance with and satisfaction of the RFP Standards.

Section 41. **Lessor/Lessee Relationship**. Nothing herein shall be construed to be the creation of a partnership, joint venture or other relationship between Lessor and Lessee, and the relationship between Lessor and Lessee under this Lease shall be strictly that of landlord and tenant.

Section 42. **Lessee Work Requirements**

Regarding the completion by Lessee of any maintenance, repairs, improvements, alterations, or other work to or at or about the Property required or permitted by Lessor under the terms of this Lease, (the "**Lessee Work**"), Lessee agrees to comply with the following covenants and requirements:

(a) Lessee shall, at its own cost and expense, obtain all required building permits and occupancy permits. Lessee's failure to obtain such permits shall not cause a delay in the commencement of the Term or the obligation to pay Rent or any other obligations set forth in the Lease.

(b) Lessee's contractors shall be licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Lessor's contractors and subcontractors and with other contractors and subcontractors in the Building.

(c) Lessee shall use only new, first-class materials in the Lessee Work. All Lessee Work shall be done in a good and workmanlike manner. Lessee shall obtain contractors' warranties of at least one year duration from the completion of the Lessee Work against defects in workmanship and materials on all work performed and equipment installed in the Property as part of the Work.

(d) In addition to any insurance which may be required under the Lease, Lessee shall secure, pay for and maintain or cause Lessee's contractors to secure, pay for and maintain during the continuance of any construction and fixturing work at or about the Property, insurance in the following minimum coverages and the following minimum limits of liability:

(i) Worker's Compensation and Employer's Liability Insurance with limits of not less than $1,000,000.00, or such higher amounts as may be required from time to time by any Employee Benefit Acts or other statutes applicable where the Lessee Work is to be performed, and in any event sufficient to protect Lessee's Contractors from liability under the aforementioned acts.

(ii) Comprehensive General Liability Insurance (including Contractors' Protective Liability) in an amount not less than $1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of $1,000,000.00, and with umbrella coverage with limits not less than $5,000,000.00. Such insurance shall provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure Lessee's contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by Lessee's contractors or by anyone directly or indirectly employed by any of them.

(iii) All policies (except the worker's compensation policy) shall be endorsed to include as additional insured parties the parties listed on, or required by, the Lease to be named as additional insureds, Lessor's contractors, Lessor's architects, and their respective beneficiaries, partners, directors, officers, employees and agents, and such additional persons as Lessor may designate. The waiver of subrogation provisions contained in the Lease shall apply to all insurance policies (except the worker's compensation policy) to be obtained by Lessee pursuant to this paragraph. The insurance policy endorsements shall also provide that all additional insured parties shall be given thirty (30) days' prior written notice of any reduction, cancellation or non-renewal of coverage (except that ten (10) days' notice shall be sufficient in the case of cancellation for non-payment of premium) and shall provide that the insurance coverage afforded to the additional insured parties thereunder shall be primary to any insurance carried independently by said additional-insured parties. Additionally, where applicable, each policy shall contain a cross-liability and severability of interest clause.

(e) Without limitation of the indemnification provisions contained in the Lease, to the fullest extent permitted by law Lessee agrees to indemnify, protect, defend and hold harmless Lessor, the parties listed, or required by, the Lease to be named as additional insureds, Lessor's contractors, Lessor's architects, and their respective beneficiaries, partners, directors, officers, employees and agents, from and against all claims, liabilities, losses, damages and expenses of whatever nature arising out of or in connection with the Lessee Work or the entry of Lessee or Lessee's contractors into the Property, including, without limitation, mechanics' liens, the cost of any repairs to the Property necessitated by activities of Lessee or Lessee's contractors, bodily injury to persons or damage to the property of Lessee, its employees, agents, invitees, licensees or others. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease.

Section 43. Florida Public Records Act

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

Section 44. E-Verify.

In compliance with the provisions of section 448.095, Florida Statutes, to the extent required by law, Lessee certifies that both it and any of its subcontractors engaged in the performance of obligations under this Lease have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of that statute. Lessee's obligation under this Section is limited to the extent required by applicable law, and Lessee may rely on written certifications from subcontractors where permitted by law.

Section 45. Survival

Lessee's indemnity obligations under this Lease shall survive expiration or termination of this Lease, to the extent relating to matters, actions or events arising prior to such expiration or termination.

Section 46. Non-Coercion

Lessee agrees that, prior to this Lease being executed, renewed, or extended between the parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing Lessor with an affidavit signed by an officer or representative of Lessee under penalty of perjury attesting that Lessee does not use coercion for labor or services, as those terms are defined in Section 787.06.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LESSOR:	**LESSEE:**
CITY OF PENSACOLA, FLORIDA, a Florida municipal corporation	**COMMUNITY HEALTH NORTHWEST FLORIDA FOUNDATION, INC.**, a Florida not for profit corporation
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to substance:

_____
Theresa Cserep, Education and Youth Programs Officer

Approved as to form:

_____
Adam C. Cobb, City Attorney

EXHIBIT A

The Property



January 2, 2026

Community Action program Committee, Inc.

2501 W. Wright Street

Pensacola, Fl. 32505

SUBJECT: COVER LETTER REQUEST FOR PROPOSALS (RFP)

To Whom It May Concern

The Community Action Program Committee, Inc., is pleased to present to you our response to the Alice Williams Childcare RFP No. 26-004. We carefully reviewed the RFP and are confident that our agency can deliver the exceptional results you are seeking. The skillsets of employees, the resources and the successful administration of the Head Start program for more than forty years offers experience and confirmation that we are well-equipped to meet the objectives this RFP is seeking.

Our proposal is comprehensive and detailed, and it outlines how we plan to meet the specific needs of this RFP. We have taken a diligent approach to address each of the elements specified in the RFP and we have attached the required documentation.

We understand the importance of this project to the City of Pensacola and are committed to delivering it successfully. We are confident that our unique strengths set us apart as the ideal partner for this initiative.

Thank you for considering our proposal. We appreciate your trust in The Community Action Program Committee, Inc. and we are eager to be of service.

Sincerely

Douglas Brown

Chief Executive Officer

850-438-4021

d.brown@capc-pensacola.org

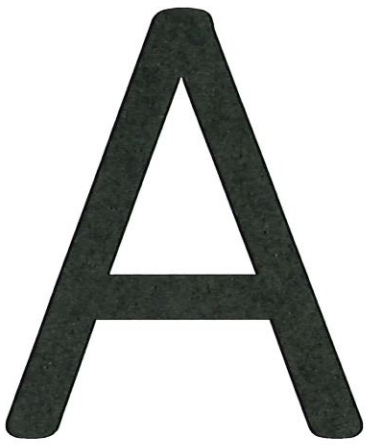


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RFP No. 26-004

Alice S. Williams Childcare

Signature Sheet

The undersigned, as Proposer, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the specifications.**

Survey: How did you obtain this solicitation?

☒ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other: _____

Signature _____ Date: 12/18/25

Printed Name: Douglas Brown Title: CEO

Company: Community Action Program Committee Address: 2501 W. Wright St.

Telephone: 850-438-4021 City: Pensacola

Fax: _____ State: FL Zip: 32505

E-mail: D.Brown@capc-pensacola.org

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

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

Vendor Name: Community Action Program Committee

Vendor FEIN: 59-1118735 Phone Number: 850-438-4021

Vendor's Authorized Representative Name and Title: Douglas Brown CEO

Address: 2501 W. Wright St.

City: Pensacola State: FL ZIP: 32505

Email Address: D.Brown@capc-pensacola.org

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: Douglas Brown CEO

Date: 12-18-25

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE 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: Community Action Program Committee Date: 12-18-25

Authorized Signature: _____ Printed Name: Douglas Brown

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

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

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

   A. The name of the subcontractor.

   B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

   C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

   D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Community Action Program Committee
Company Name

Authorized Signature

Douglas Brown
Printed Name

12-18-25
Date

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

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

Signature

Douglas Braun
Printed Name

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

For a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

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

Respondent's Name:	Respondent's Principal Place of Business
	N/A

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

NAME OF MWBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1.		
2.		
3.		
4.		
5.		
6.		

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

VETERAN BUSINESS ENTERPRISE STATEMENT

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, please mark N/A.

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:
	N/A	

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than $1 million. The business must be in Escambia or Santa Rosa County.

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business N/A

Address _____

Owner(s)'s Name(s) _____

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

NAME OF SBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1.		
2.		
3.		
4.		
5.		
6.		

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

Addendum Date: December 2, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

ALICE S. WILLIAMS CHILDCARE

RFP No. 26-004

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: Community Action Program Committee Date: 12-18-25

Authorized Representative: Douglas Brown Title: CEO
Printed Name

Signature: _____

1. A revised Schedule of Events is attached.

2. Attached as part of this addendum and made a part of the RFP hereby are the Insurance and Indemnification requirements.

3. Questions from the pre-proposal meeting and their answers are attached.

4. The pre-proposal attendance list is attached.

REQUIRED DOCUMENTS INCLUSION ACKNOWLEDGEMENT
Bid/RFP/RFQ # 26-004

Purchasing Forms ***(Purchasing will verify inclusion of required Purchasing forms)***

		Initials
1)	Signature Page	
2)	State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	
3)	52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	
4)	52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	
5)	Drugfree Workplace Certificate	
6)	Minority/Women Business Enterprise Statement	n/a
7)	Veteran Business Enterprise Statement	n/a
8)	Small Business Enterprise Statement	n/a
9)	Acknowledgement of addenda (signed signature pages of addenda)	
10)	Required Documents Acknowledgement Form	

Department-required Documents ***(Dept will verify validity of documents)***

		Initials
1)	Gold Seal Quality Care Accreditation	
2)	Proof of active/pending Florida DCF Child Care License	
3)	Evidence of liability insurance with minimum limits of $1 million per occurrence / $3 million aggregate, naming the City of Pensacola as an additional insured.	
4)	Copy of most recent DCF inspection report (if applicable)	
5)	Certification of compliance with Department of Defense Child Development Program standards (DoDI 6060.02). Agree that, where standards differ, the more stringent applies.	

Company Name: Community Action Program Committee

Authorized Officer's Name: Douglas Broun Title: CEO

Signature of Officer: _____ Date: 12-18-25

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

B

December 18, 2025

Community Action Program Committee

2501 W. Wright St.

Pensacola, Fl. 32505

RE: Alice Williams Childcare RFP

Organizational Profile and Background

The Community Action Program in Pensacola, known as the **Community Action Program Committee (CAPC)**, started in 1965 as Florida's official incorporation, a local part of President Lyndon B. Johnson's 1964 "War on Poverty," aiming to fight poverty through local empowerment and services like Head Start, job training, and energy assistance, evolving over decades with local leadership and facing challenges, but continuing its mission of fostering self-sufficiency for Escambia county residents.

Mission & Services

- **Core Goal:** To help low-income individuals and families achieve self-sufficiency.
- **Key Programs:** CAPC provides job training, education, energy assistance (like LIHEAP for power bills), health care support, and operates The Head Start Program.

Structure & Operations

- **Board Structure:** Like other CAAs, CAPC is governed by a federal mandate for a "tripartite" board, including low-income residents, public officials, and private sector leaders, ensuring local control and accountability.

ANNUAL LICENSE

State of Florida

Department of Children and Families

OFFICE OF LICENSING
2383 Phillips Road, Tallahassee, Florida 32308
850-778-4042

Child Care Facility

Certificate of License

Name of Provider:	Community Action Head Start Center At Brigadier		
Certificate Number:	28788	**License Number:**	C01ES0368
Address:	401 Brigadier St,	**County:**	Escambia
City:	Pensacola	**Zip:**	32507
Owner:	Community Action Program Committee, Inc		

The Department of Children and Families being satisfied that this Child Care Facility had complied with Chapter 65C-22, Florida Administrative Code, Child Care Facility Standards, adopted by the Department and authorized in sections 402.301-402.319, Florida Statutes, approves an ANNUAL LICENSE to operate this Child Care Facility.

This certificate is effective 08/19/2025 through 08/18/2026

This license may be revoked or suspended for cause.

Maximum Licensed Capacity: 298

HOURS OF OPERATION

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7:00AM	7:00AM	7:00AM	7:00AM	7:00AM	Closed	Closed
6:00PM	6:00PM	6:00PM	6:00PM	6:00PM		

Version Date: 8/15/2022

CF-FSP 5115

Assistant Secretary, Florida Department of Children and Families

Child Care Facility Information

Name: Community Action Head Start Center At Brigadier
ID Number: C01ES0368
Address: 401 Brigadier St Pensacola FL 32507
Phone Number: (850) 857-8652 **Capacity:** 298
Owner/Director/Staff Responsible: Sharrolynn Savage Shipman

Inspection Information

Type: Abbreviated **Date:** 12/16/2025 **Arrival/Departure Time:** 10:15 AM to 12:45 PM
Staff Present: 23 **Children Present:** 129 **Onsite Visit:** Yes

Pursuant to s. 402.3115, Fla. Statutes, the following provider has earned an abbreviated, Key Indicator System, inspection. The Key Indicator System inspection will only measure compliance with the Key Indicator System Standards, Supplemental Standards, and five randomly-selected standards.

INSPECTION CHECKLIST

GENERAL REQUIREMENTS

03. Ratio Sufficient CCF Handbook, Section 2.3

Standard Comments

2:16- three & fours

2:14- three & fours

2:6- ones and twos

2:7- ones

3:8-infants

2:16- threes - fives

2:14- threes - fives

2:13- threes - fives

2:13- threes - fives

2:7- twos & threes

2:15- threes - fives

03-01 s.402.305(4), F.S.	**Compliance**

04. Supervision CCF Handbook, Section 2.4

04-01 CCF Handbook, Section 2.4	**Compliance**
04-18 s.435.06(2)(a), F.S. and CCF Handbook, Section 5.2, C	**Compliance**

05. Transportation CCF Handbook, Section 2.5

Standard Comments

Per provider, no transportation is provided.

05-04 CCF Handbook, Section 2.5.2	**Not Applicable**

08. Seat Belts/Child Restraints CCF Handbook, Section 2.5.4 and CCF Handbook, Section 2.5.5

08-04 s. CCF Handbook, Section 2.5.5	**Not Applicable**

09. Planned Activities CCF Handbook, Section 2.6

09-02 CCF Handbook, Section 2.6	Compliance
09-13 s. CCF Handbook, Section 2.6, F	Compliance

11. Child Discipline CCF Handbook, Section 2.8

11-01 s. CCF Handbook, Section 2.8, E	Compliance

PHYSICAL ENVIRONMENT

12. Facility Environment CCF Handbook, Section 3.1

12-01 CCF Handbook, Section 3.1, A	Compliance
12-02 CCF Handbook, Section 3.1, A	Compliance
12-18 CCF Handbook, Section 3.1, I	Compliance

13. Toxic Substances, Hazardous Materials and Weapons CCF Handbook, Section 3.2

13-02 CCF Handbook, Section 3.2, B	Compliance

15. Licensed Capacity CCF Handbook , Section 3.4

15-01 CCF Handbook , Section 3.4.1, C	Compliance

17. Outdoor Play Area/Fencing CCF Handbook, Section 3.5

17-05 CCF Handbook, Section 3.5, F	Compliance
17-09 CCF Handbook, Section 3.5, F	Compliance

20. Crib Requirements CCF Handbook, Section 3.6

20-06 CCF Handbook, Section 3.6.4, A	Compliance

21. Restrooms and Bath Facilities CCF Handbook, Section 3.7

21-14 CCF Handbook, Section 3.7, H	Compliance

23. Fire Drills & Emergency Preparedness CCF Handbook, Section 3.8

Standard Comments

Fire extinguisher tag- 6/25

Fire drill logs monitored .

23-07 CCF Handbook, Section 3.8.4, C	Compliance

FOOD AND NUTRITION

25. Meals and Snacks CCF Handbook, Section 3.9

25-04 CCF Handbook, Section 3.9.3, D	Compliance
25-11 CCF Handbook, Section 3.9.3, F	Compliance

27. Catered Food and Food Provided by Outside Sources CCF Handbook, Section 7 & Section 3.9.3

27-01 CCF Handbook, Section 7, B.15.	Compliance

28. Bottles, Breastmilk, Formula and Infant Food CCF Handbook, Section 3.9

28-02 CCF Handbook, Section 3.9.5, B	Compliance

SANITATION AND EQUIPMENT

29. Health and Sanitation CCF Handbook, Section 3.6, 3.9, and 3.10

29-02 CCF Handbook, Section 3.10.1	Compliance

30. Diapering CCF Handbook, Section 3.10

30-06 CCF Handbook, Section 3.10.2, E	Compliance

32. Outdoor Equipment CCF Handbook, Section 3.12

32-03 CCF Handbook, Section 3.12, B and F	Compliance
32-07 CCF Handbook, Section 3.12, D	Compliance
32-10 CCF Handbook, Section 3.12, H	Compliance

TRAINING

33. Training Requirements CCF Handbook, Section 4

33-03 CCF Handbook, Section 4.1	Compliance
33-09 CCF Handbook, Section 4.2.3 and 4.2.5	Compliance

34. Credentialed Staff CCF Handbook, Section 4.6 & 4.7

34-04 CCF Handbook, Section 4.7	Compliance

HEALTH REQUIREMENTS

36. CPR Requirements CCF Handbook, Section 4.2.4

Standard Comments

At the time of inspection 13 cc personnel were required to meet ratio, therefore 3 cc personnel had to be present. There were 7 cc certified personnel present.

At least one staff member with CPR and First Aid training completed in person was on-site.

36-03 s. CCF Handbook, Section 4.2.4, B	Compliance

37. First Aid Requirements CCF Handbook, Section 4.2.4 and 6.2

Standard Comments

First aid kit monitored.

At the time of inspection 13 cc personnel were required to meet ratio, therefore 3 cc personnel had to be present. There were 7 cc certified personnel present.

At least one staff member with CPR and First Aid training completed in person was on-site.

37-02 s. CCF Handbook, Section 4.2.4, B	Compliance

40. Medication CCF Handbook, Section 6.5

Standard Comments

Medication and medication forms monitored.

40-15 CCF Handbook, Section 6.5, G	Compliance
40-18 s. CCF Handbook, Section 6.5, I	Compliance

RECORD KEEPING

41. Immunization Records CCF Handbook, Section 7.1

41-01 CCF Handbook, Section 7.1, B	Compliance
41-02 CCF Handbook, Section 7.1	Compliance

42. Student Health and Records CCF Handbook, Section 7.2

42-01 CCF Handbook, Section 7.2, C	Compliance

43. Enrollment Information CCF Handbook, Section 7.3 & s. 402.3054(2), F.S.

Standard Comments

45 out of 168 children files were monitored. (Classrooms A, L, & M)

43-02 CCF Handbook, Section 7.3	Compliance

44. Personnel Records CCF Handbook, Section 7.4

Standard Comments

All employee files were monitored. (50 employees)

44-04 CCF Handbook, Section 7.4, C	Compliance

45. Background Screening Documents CCF Handbook, Section 7.4.1

45-01 s. CCF Handbook, Section 7.4.1, A	Compliance
45-02 CCF Handbook, Section 7.4.1,C	Compliance

45-07 CCF Handbook, Section 5.2	Compliance
45-11 CCF Handbook, Section 7.4.1, D, E, and F	Compliance

46. Daily Attendance CCF Handbook, Section 7.5

46-07 CCF Handbook, Section 7.5, A	Compliance

ENFORCEMENT

47. Access/Child Safety CCF Handbook, Section 8

47-05 s. 402.311, F.S.	Compliance

Counselor Comments

Inspection conducted by licensing specialist, Amy Turner. Please contact me if you have any questions, 850-384-5185.

Owner/Director/Staff Responsible Comments

none

SUPPLEMENTAL INSPECTION SHEET

Comments:

2:16- three & fours (R.Jones & P.McKenzie)
2:14- three & fours (T.Thibodeau & C.Williams)
2:6- ones and twos (C.Holly & D.Roberts)
2:7- ones (B.Bevis & D.Singer)
3:8-infants (G.Banks, S.Smith, & E.Lloyd)
2:16- threes - fives (J.Fountin & S.Lewis)
2:14- threes - fives (J.McGhee & P.Nance)
2:13- threes - fives (A.Diaby & C.Boehrner)
2:13- threes - fives (M.Forrest & J.Wells)
2:7- twos & threes (R.McShane & C.Legg)
2:15- threes - fives (S.Shipman & R.Dunkin)

S Shipman

Received by: Sharrolynn Savage Shipman
Date: 12/16/2025

Amy Turner

Inspected by: Amy Turner
Date: 12/16/2025

Memo For the Record

To Whom It May Concern

The Community Action Program Committee upon selection will make application for the Gold Seal Accreditation. This agency does meet the criteria.

Head Start programs do not participate in Florida's Gold Seal Quality Care system because Gold Seal applies only to state-licensed child care facilities. Head Start is federally regulated and therefore exempt from state licensing requirements.

Although we are not eligible for Gold Seal, our program follows the Head Start Program Performance Standards, which provide rigorous federal requirements for health and safety, teacher qualifications, curriculum, family engagement, and continuous improvement. These standards meet or exceed the expectations associated with Gold Seal accreditation.

Our commitment remains to deliver high-quality, safe, and developmentally appropriate services for every child and family we serve.

Memo For the Record

Re: Staff Planning for the Alice Williams Childcare project

To whom It may concern:

The Community Action program employs approximately twenty staff members that hold the National Infant Toddler CDS or FCCPC birth to five credentials for our Early Head Start Program. This age group is birth to three.

The Head start program, which is 3 to 5 years in age a teacher is required to at a minimum hold an Associate of Arts degree along with 18 hours or 6 credits in early childhood education.

The agency currently has 8 staff members that hold a Center Directors credential.

This pool of staff members will hold all the credentials needed by the Office of Head Start and the Department of Children and families to facilitate and license this location.

Memo For the Record

Re: Military Voucher Acceptance Program

To Whom it May Concern:

Currently the Community Action Program Committee, Inc. under the Office of Head Start regulations, cannot accept Military Vouchers.

The goal will be to request a waiver to provide as defined below.

The Military Child Care in Your Neighborhood (MCCYN) fee assistance program is funded by DOD and the U.S. Coast Guard to help eligible military-connected families access affordable childcare when they cannot access military-operated childcare due to distance or waitlists. With MCCYN fee assistance, a portion of your childcare costs is paid to offset the costs of community-based care. This makes it easier for military-connected families to afford quality childcare from local community providers.

Memo For the Record

Re: Community Partnership

To whom It may concern:

Throughout the past forty years the Community Action Program Committee has had the opportunity to cultivate and build many Community Partnerships. Currently we house modulars with Head Start and Early Head Start classrooms on three Escambia School District Elementary school sites. CAPC also partners with Title one with the school district in 4 locations.

Currently we house a Head start classroom at the Cantonment location of Community Health located at 470 S. Hwy 29 cantonment Fl.

Additional ongoing partnerships are the Early Learning Coalition, Career Source Escarosa, and Escambia County Healthy Start Coalition.

The Escambia Children's Trust In a 5-0 vote at the monthly meeting on Tuesday, the Children's Trust executive board approved the Community Action Program Committee's (CAPC) matching grant application for funds that will be used to stabilize Head Start/Early Head Start program's workforce by retaining early education teachers and staff in Escambia County.

Escambia County Public Schools Superintendent Keith Leonard made the motion, which was seconded by Stephanie White. Board members Tina Cain, Rex Northup and Tori Woods supported the measure.

Board member David Williams abstained from voting because he serves on CAPC's executive board.

CAPC oversees Escambia County's Head Start/Early Head Start program that provides free early-childhood education to families in need. The funding will be used for the current program year, which runs from Dec. 1 through Nov. 30, 2026.

The Community Action Program Committee currently holds an active license at seven geographic locations that offer 28 classrooms total.

Memo For the Record

Re: History and Experience/Ability to Provide Services

To whom It may concern:

Head Start began as part of President Lyndon B. Johnson's Great Society campaign. Its justification came from the staff of the President's Council of Economic Advisers.

Johnson started the war on poverty shortly after President Kennedy's assassination. The murder shook the nation, and Johnson attempted to gain public trust by passing legacy legislation during the subsequent months. Johnson received an initial briefing from Walter Heller, who informed Johnson of Kennedy's poverty program. By March 1964, the legislation, now known as the Economic Opportunity Act of 1964, had been prepared for Congress. The Office of Economic Opportunity's Community Action Program launched Project Head Start as an eight-week summer program in 1965.

For more than forty years CAPC has administered the Head start program in Escambia County Florida. Beginning in the mid-1980s, CAPC rented two classrooms and outdoor playground space at the Moreno Court Community Center, spaces that were also used by residents on the weekends. An Approximate date of 1985 was the inception of the program at 710 N. "C" Street that subsequently closed in 2024 due to damage from Hurricane Sally.

The Community Action Program Committee currently holds an active license at seven geographic locations that offer 28 classrooms in total. To date CAPC has a staff count of more than 120. Staff requirements for Head Start and Early Head start are:

Early Head Start credentials are a National Infant Toddler CDS or FCCPC and Head Start, which is 3 to 5 years in age a teacher is required to hold an Associate of Arts degree along with 18 hours or 6 credits in early childhood education.

In essence, the Pensacola Community Action Program (CAPC) has a history rooted in the national anti-poverty efforts, focusing on empowering local residents through direct services and resource coordination for over half a century.

Head Start provides High-Quality education

Head Start's educational program is designed to meet each child's individual needs. It also aims to meet the needs of the community served and its ethnic and cultural characteristics.

Every child receives a variety of learning experiences to foster intellectual, social, and emotional growth. Children participate in indoor and outdoor play and are introduced to the concepts of words and numbers. They are encouraged to express their feelings and to develop self-confidence and the ability to get along with others.

The teaching staff is required to have teaching credentials at or above a bachelor's degree. The teaching staff is also required to have 15 hours annually of professional training that links directly to classroom work.

Community Action locations

7600 Kershaw Street, Pensacola, FL 32534 (Modular units on School District property—preschool)

6460 Highway 95A, Bldg. 2, North Molino, FL 32533 (Molino Community Center and we have 2 classroom s in a wing)

5400 Lillian Highway, Pensacola, FL 32506 (Preschool)

440 E. Hecker Street, Century, FL 32535 (Preschool classrooms and the building is owned by Pensacola State College)

470 S Highway 29, Cantonment, FL 32533 (Preschool classroom and the building is a lease with Community Health of NW Florida and they allow us to operate rent rent free)

8570 N. Davis Highway, Pensacola, FL 32514 (Preschool we lease this building)

401 Brigadier St, Pensacola, FL 32507 (Preschool and we own this location)

1250 E. Texar Dr. (Modular units on School District property—preschool)

2501 West Wright St. Pensacola, Fl. 32505 Admin

292 Muscogee Rd. Cantonment, Fl. 32533 Admin for the weatherization and HeadStart programs

To Whom It May Concern:

The Community Action Program Committee (CAPC) employs approximately twenty Early Head Start staff members who hold the National Infant Toddler Child Development Specialist (CDS) or the Florida Child Care Professional Credential (FCCPC), specializing in birth-to-five development. These educators serve our youngest learners, ages birth to three.

For our Head Start program, which serves children ages three to five, teachers are required to hold at minimum an Associate of Arts degree along with 18 hours (or 6 credits) in early childhood education. In addition, the agency currently employs eight staff members who hold a Center Director's Credential, further strengthening the leadership and instructional capacity of our early learning programs.

Every staff member plays an essential role in supporting CAPC's mission and service delivery. Key responsibilities include:

- Understanding and following all organizational policies, procedures, and safety protocols
- Protecting the confidentiality of client information and safeguarding organizational assets
- Reporting hazards, incidents, or potential risks promptly through established reporting channels
- Participating in required safety and compliance trainings and contributing to a culture grounded in accountability, integrity, and mission-driven service

CAPC remains committed to maintaining a highly qualified workforce that ensures safe, high-quality, and developmentally appropriate services for the children and families we serve.

If you'd like, I can also format this as a formal letter on letterhead, convert it into a narrative for a grant application, or adapt it for a board report or public statement.

Memo For the Record

Re: Operational Plan

Enrollment Plan: Enrollment process involves contacting your local program via their website or phone, completing application forms (online or in-person) detailing income/family status, and submitting required documents like birth certificates and income proof (pay stubs, public assistance letters) for eligibility screening. After initial submission, you'll usually have an interview or home visit to confirm details, with finalization dependent on spot availability and meeting low-income or specific criteria (homelessness, foster care, disabilities).

Staffing is referenced in the Staffing plan but ensuring classroom ratio is in compliance is a must daily.

Hours of operation currently vary from site to site but standard is 07:45am until 02:00pm for Head Start and 07:45am until 04:00pm for Early Headstart

MEMORANDUM

SUBJECT: Alignment of Head Start Program Performance Standards with Department of Defense Child Development Program Requirements

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Purpose

The purpose of this memorandum is to provide a clear summary of how the **Head Start Program Performance Standards (HSPPS)** align with and meet the requirements of the **Department of Defense (DoD) Child Development Program (CDP)** standards. This information supports ongoing collaboration between our agency and military installations serving families with young children.

Background

Head Start and DoD Child Development Programs operate under separate federal authorities; however, both systems are grounded in the same core principles: **child safety, developmental appropriateness, family engagement, and strong program oversight**. As a result, Head Start programs consistently meet—and in many areas exceed—the expectations established for DoD-operated early childhood programs.

Areas of Alignment

1. Child Health and Safety

Head Start requires comprehensive health services, safety protocols, supervision, sanitation, and emergency preparedness. These requirements align with DoD standards for safe environments, health practices, background checks, and emergency procedures.

2. Education and Development

Head Start implements research-based curriculum, individualized instruction, and ongoing assessment to promote school readiness. DoD CDPs require developmentally appropriate programming and support for children's social-emotional and cognitive development. Both systems emphasize high-quality learning environments and individualized support.

3. Staffing and Training

Both Head Start and DoD CDPs require staff qualifications, ongoing professional development, and comprehensive background checks. Each system maintains strict expectations for staff competency and continuous training.

4. Family Engagement
Head Start mandates family partnership agreements, parent involvement, and community collaboration. DoD CDPs emphasize family readiness, communication, and parent engagement. Both prioritize strong, consistent relationships with families.

5. Program Oversight and Accountability
Head Start governance includes a Board of Directors, Policy Council, and robust management systems. DoD CDPs require command oversight, inspections, accreditation, and continuous quality improvement. Both systems maintain structured oversight and compliance monitoring.

RISK MANAGEMENT PLAN

Community Action Program Committee, Inc. (CAPC) recognizes that effective risk management is essential to safeguarding its people, programs, and mission. The protection and well-being of all personnel, whether receiving services or delivering them on behalf of the agency, shall remain a primary organizational priority. This focus on safety and accountability extends to ensuring compliance with regulatory standards, maintaining continuity of critical services, protecting organizational assets, and preserving the trust of the community. By embedding these principles into daily operations and decision-making, CAPC strengthens its ability to anticipate, mitigate, and respond to risks, creating a safe and resilient environment for staff, clients, and stakeholders alike.

Risk Management Goals

1.Safety and Well-Being of Personnel
The protection and well-being of all individuals engaged in or receiving CAPC services shall remain a top priority. This emphasis on safety will be communicated consistently across the organization to ensure shared understanding and accountability.

2.Program and Service Continuity
CAPC will maintain strategies that align with our mission and minimize risks of disruption to critical services, ensuring that essential community programs continue to operate even in the face of emergencies or unexpected challenges.

3.Regulatory and Compliance Assurance
CAPC will uphold compliance with all applicable federal, state, and local requirements, as well as CSBG, LIHEAP, WAP, and Head Start program standards. Clear documentation and oversight will safeguard the organization against noncompliance risks.

4.Financial Stewardship and Asset Protection
CAPC will safeguard its financial resources, technology, property, and other organizational assets against misuse, fraud, or loss, ensuring funds are directed toward mission-driven activities that benefit the community.

5.Data Security and Confidentiality
CAPC will prioritize the protection of sensitive client and organizational data. Strong safeguards will be in place to prevent unauthorized access, ensuring the confidentiality and integrity of information.

6.Reputation and Community Trust
CAPC will actively manage risks that could impact the agency's reputation, credibility, and long-standing trust with the community, partners, and stakeholders.
7.Staff and Board Development
CAPC will promote ongoing training and communication to equip staff and board members with the knowledge and tools needed to identify, mitigate, and respond to risks effectively.

General Safety Principles:
The safety of all personnel engaged in, or receiving, CAPC-sponsored services is regarded as a top organizational priority. This commitment is consistent communicated across the agency to ensure a shared understanding of its importance. CAPC actively engages board members, policy council, staff, and other appropriate personnel in identifying potential risks and developing practical strategies for behavioral or environmental mitigation. By incorporating different perspectives, the organization strengthens its overall approach to risk management and ensures that responsibilities are clearly understood. Staff members are expected to uphold the confidentiality of client information, provide an environment that is safe and secure in all locations of all services. , preserve the integrity of the agency's reputation, and contribute to the safeguarding and growth of organizational assets, while remaining focused on the success fulfillment of CAPC's mission.

Please note a full copy of this Risk Management plan is available upon request.

Memo For the Record

Re: Data and Reporting

To whom It may concern:

The Community Action Program reports to The Office of Health and Human Relations and the Department of Children and Families regarding the administration and licensing for the Head Start Program.

The Community Action Program also reports to the Escambia Children's Trust for the recent grant awarded in November 2025.

CAPC reports on all other programs housed at the agency to The Department of Economic Opportunity.

CAPC recognizes the critical importance of maintaining uninterrupted computer operations to ensure the delivery of its services and programs. To mitigate the risk of data loss, system failures, or other disruptions, CAPC has adopted formal procedures for creating and securely storing system backups.
These procedures are designed to:
Protect Mission-Critical Data: Ensure that essential files, applications, and systems can be restored quickly in the event of loss or damage.
Maintain Business Continuity: Minimize downtime and service disruptions through timely recovery of systems and data.
Ensure Secure Storage: Store backup copies in secure, access-controlled environments—including off-site or cloud-based solutions—to protect against physical damage or cyber threats.
Support Compliance: Meet any applicable legal, contractual, or funding requirements for data retention and security.
Backups are created and tested regularly to confirm that files and systems can be restored reliably. This proactive approach allows CAPC to safeguard its information assets and maintain the continuity of its operations even in adverse circumstances.

Community Action Program Committee, Inc.
Financial Policies and Procedures Manual

INTRODUCTION

This is the ***Financial Policies and Procedures Manual of*** *Community Action Program Committee, Inc.* It is the official document of Community Action Program Committee, Inc. (CAPC) for the conduct of financial business and administration for grants and subgrants with the Federal government, State government and all other funding sources. Policies are approved by the Board of Directors.

It was developed to formalize the Agency's fiscal, financial and accounting practices. The implementation and enforcement of these policies is essential to safeguarding the Agency's assets, practices, and policies, which employees are expected to follow.

It is the intention of this Agency that practices and policies comply with all applicable Federal, State, and local regulations, including OMB Circulars A-110, A-122, A-133, 45 CFR Part 74, 45 CFR Part 92, and others.

PURPOSE

This purpose of this manual is to provide procedures for a basic accounting system which meets the accounting and financial management requirements of Community Action Program Committee, Inc.

IN ADDITION to its basic purpose, this manual will:

1. Provide procedural simplicity and thereby contribute to ease of implementation, understanding and use;

2. Provide a consistency in accounting and financial reporting procedures;

3. Provide the basis for adequate internal control;

4. Provide guidance and direction with respect to compliance with funding source financial reporting requirements; and

5. Provide a method for acquainting Agency personnel with an accounting procedural discipline

GENERAL

1. The Board of Directors *formulates* financial policies, *delegate's* administration of the financial policies to the administrative staff, and *reviews* operations and activities.

2. The Executive Director has responsibility for all operations and activities, including financial management.

3. The Chief Financial Officer is responsible to the Executive Director for all financial operations.

4. Program Directors are responsible to the Executive Director.

5. The lines of authority on the Agency's Organizational Chart will be followed by all employees.

6. Financial duties and responsibilities must be separated so that no one employee has sole control over cash receipts; disbursements; payrolls; bank reconciliations; etc.

7. Bookkeeping duties will be rotated among the Accounting Department employees, whenever possible.

8. All employees are required to take annual vacations (Accounting Staff will be required to take at least five consecutive days).

9. Separate Accountability for cash and expenses will be maintained as required by funding source regulations CAPC utilizes the MIP Fund Accounting Software and Microxi Requisition Software to achieve this purpose.

10. Any variances from the financial procedures documented within this manual must be approved in writing by the Executive Director.

11. All forms filled in by hand will be completed in ink. Most forms are available on-line.

Memo For the Record

Re: Marketing

A Head Start marketing plan focuses on community outreach, digital presence, and leveraging program benefits (free, comprehensive) to reach eligible low-income families, using tactics like local partnerships (clinics, schools), social media with authentic photos, print materials (brochures), targeted online ads, open houses, and word-of-mouth referrals to highlight child development, health, and family well-being services.

1. Digital & Online Presence

- **Website:** Professional, mobile-friendly site detailing services, eligibility, and enrollment.
- **Social Media:** Share authentic photos/videos (with permission), use local hashtags, tag locations (city/center), engage with community groups, and highlight success stories.
- **Online Reputation:** Encourage and showcase positive reviews on Google, Yelp, etc..
- **Email Marketing:** Build a list for newsletters on events, curriculum, and deadlines.

2. Community Outreach & Partnerships

- **Local Partners:** Collaborate with health clinics, food banks, WIC offices, libraries, and community centers for referrals.
- **Events:** Host open houses, family fun days, free workshops (parenting, health), or offer trial classes to build trust.
- **Print Materials:** Distribute multilingual brochures and flyers at key locations.

3. Leveraging the Head Start Brand

- **Highlight Benefits:** Emphasize free, high-quality, comprehensive services (education, health, nutrition, family support) for eligible families.

- **Use Official Resources:** Utilize flyers/brochures from HeadStart.gov.

4. Family Engagement & Referrals

- **Referral Incentives:** Reward current families for successful new enrollments.
- **Parent Involvement:** Showcase how parent participation is central to child success.

5. Targeting & Messaging

- **Target Audience:** Focus on low-income families with infants, toddlers, and preschoolers.
- **Messaging:** Focus on school readiness, child well-being, and empowering families.
- **Testimonials:** Feature stories from current families.

Memo For the Record

Re: Maintenance and Facility Improvement Request/Proposed timeline to become operational/Subcontractor Information

Maintenance requests be determined after site evaluation. The request will be Headstart regulated requirements. This includes a playground area outside with age-appropriate play equipment.

Timeline will be site evaluation

Scope design

Procurement for subcontractors

Award and in progress

Licensing

Estimated time 90 days with a target date of May 1, 2025, for opening

Subcontractor information will be determined after procurement

Memo For the Record

Re: References

Dr. Allyson Anderson, J.D. – Healthy Start Coalition	850-696-2291
Dr. Marcus Mcbride- Career Source	850-607-8700
Keith Leonard- Superintendent of Schools	850-469-6131

C

Business Automobile

Community Action Program Committee, Inc.

Issuing Company	Philadelphia Indemnity Insurance Company
Policy Term	12/1/2025 - 12/1/2026

AUTOMOBILE LIABILITY COVERAGE SYMBOLS		
Symbol (1) ANY AUTO	Symbol (4) OWNED AUTOS OTHER THAN PRIVATE PASSENGER	Symbol (7) AUTOS SPECIFIED ON SCHEDULE
Symbol (2) ALL OWNED AUTOS	Symbol (5) ALL OWNED AUTOS WHICH REQUIRE NO-FAULT COVERAGE	Symbol (8) HIRED AUTOS
Symbol (3) OWNED PRIVATE PASSENGER AUTOS	Symbol (6) OWNED AUTOS SUBJECT TO COMPULSORY U.M. LAW	Symbol (9) NON-OWNED AUTOS

Liability Limits

Coverage	Symbol(s)	Limit/Deductible	
Liability	1	$1,000,000	Combined Single Limit
Medical Payments	2	$5,000	Each person
Uninsured Motorist	2	$1,000,000	Combined Single Limit
Comprehensive/OTC	7 8	Per Schedule	
Collision	7 8	Per Schedule	
Towing		$50	Limit
Personal Injury Protection (PIP)	5	$10,000	Each accident
Hired Auto Liability	Y	FL	
Non Owned Liability	Y	FL	
Hired Physical Damage		Comprehensive Deductible: $500 Collision Deductible: $1,000	

ATTACHED EQUIPMENT IS NOT AUTOMATICALLY COVERED BY THIS POLICY. Please advise us if you have Automobiles with Permanently Attached Equipment that requires coverage. Coverage is not automatic and must be addressed for each vehicle.

Additional Coverages included but not limited to:

Description	Limits	Deductible
Commercial Automobile Elite Endorsement		

Forms and Endorsements included but not limited to:

Form Number		Endorsement Name
PI-NOTICE-PIP FL 2	0322	Advisory Notice-Use Of Med Fee Sched For PIP Claims-FL
CADS03	1013	Business Auto Declarations
Auto Schedule	0100	Business Auto Schedule
Hired Or Borrowed Auto	0706	Schedule Of Hired Or Borrowed Covered Auto
CA0001	1013	Business Auto Coverage Form
CA0128	0825	Florida Changes
CA0267	0121	Florida Changes - Cancellation And Nonrenewal
CA2172	0825	Florida Uninsured Motorists Coverage - NonStacked
CA2210	0825	Florida Personal Injury Protection
CA9903	1013	Auto Medical Payments Coverage
PI-CA-001	0915	Commercial Automobile Elite Endorsement

Student Accident

Community Action Program Committee, Inc.

Insuring Company	Hartford Fire Insurance Company
Policy Term	12/1/2025 - 12/1/2026

Description	Limits
Accidental Dismemberment	$10,000
Accident Medical Expense (Max Benefit)	$20,000
Accidental Death Benefit (Max Benefit)	$2,000
Maximum Dental Limit per tooth	$1,000

Crime Limits

Community Action Program Committee, Inc.

Company	Travelers Casualty and Surety Company of America
Policy Term	12/1/2025-12/1/2026

CRIME COVERAGES:

Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention	Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention
A - Fidelity			F - Computer Crime		
1. Employee Theft	$1,000,000	$10,000	1. Computer Fraud	$1,000,000	$10,000
2. ERISA Fidelity	$1,000,000	$0	2. Computer Program and Electronic Data Restoration Expense	$100,000	$10,000
3. Employee Theft of Client Property	$100,000	$1,000			
B - Forgery or Alteration	$1,000,000	$10,000	G - Funds Transfer Fraud	$1,000,000	$10,000
C - On Premises	$1,000,000	$10,000	H - Personal Accounts Protection		
			1. Personal Accounts Forgery or Alteration	$250,000	$2,500
			2. Identity Fraud Expense Reimbursement	$25,000	$0
D - In Transit	$1,000,000	$10,000	I - Claim Expense	$5,000	$0
E - Money Orders and Counterfeit Money	$1,000,000	$10,000			

Insured's Premises Covered: Worldwide, except Not Applicable

Forms and Endorsements included but not limited to:

Form #	Form/Endorsement Name
ACF-7006-0511	Removal of Short-Rate Cancellation Endorsement
AFE-19038-1119	Premium, Tax And Surcharge Disclosure
CRI-19060-0713	Replace General Agreement E - Change of Control - Notice Requirements Endorsement
CRI-19072-0315	Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
CRI-19085-0919	Social Engineering Fraud Insuring Agreement Endorsement
CRI-19101-1117	Amendatory Endorsement for Certain ERISA Considerations
CRI-19115-0519	Telecommunication Fraud Insuring Agreement Endorsement
CRI-19118-0719	Blanket Client And Service Broker / Amend Definition Of Employee / Amend Client Property Location Endorsement
CRI-19122-1120	Delete Exclusion For Prior Losses Involving Subsidiaries Endorsement
CRI-19132-0223	Replace Insuring Agreement F.2. Endorsement
CRI-4029-0210	Florida Changes Endorsement

Directors' & Officer's Liability Limits

Community Action Program Committee, Inc.

Insuring Company	Arch Insurance Company
Policy Term	12/1/2025 - 12/1/2026

Coverage Details

Coverage Form	Claims Made	
Aggregate	$1,000,000	$25,000
EPL includes 3rd party	$1,000,000	$35,000
Defense Inside or Outside Limits	Inside	
Additional Defense Limits (If Applicable)	Optional	
Pending and Prior Litigation Date	12/15/2003	

Retroactive Date: Subject to the prior acts date and all conditions and exclusions set forth in the policy form.

Exposures

Additional Coverages included but not limited to:

Description	Limits	Deductible
Employment Practices Liability	$1,000,000	$35,000
Fiduciary Liability	$250,000	$0
EPLI -Third Party Liability	$1,000,000	$35,000
Workplace Violence Coverage (EPLI Coverage Part)	$250,000	$0
Excess Benefit Transaction Excise Tax Sublimit	$100,000	$0
Crisis Management Costs for a Network Security Breach or Privacy Violation	$100,000	$0
Derivative Demands	$250,000	$0

Forms and Endorsements included but not limited to:

COMMACT-01 LGALICH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lacey Galich
Fisher Brown Bottrell, a Marsh & McLennan Agency, LLC 19 West Garden Street Suite 300 Pensacola, FL 32502	PHONE (A/C, No, Ext): (850) 470-2678 FAX (A/C, No): E-MAIL ADDRESS: Lacey.Galich@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Community Action Program Committee, Inc.
1380 N. Palafox St
Pensacola, FL 32501

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		PHPK2626242008	12/1/2025	12/1/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			PHPK2626242008	12/1/2025	12/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Pensacola is an Additional Insured with regard to the General Liability when required by written contract.

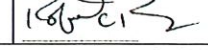
CERTIFICATE HOLDER

City of Pensacola
222 West Main Street,
Pensacola, FL 32502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Technology Insurance Company, Inc.

A Stock Insurance Company

WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY

WC 99 00 01 B
1 of 5
INFORMATION PAGE

Ncci Code: 39071

1. Insured:

Community Action Program Committee, Inc
2050 W Blount St
Pensacola, FL 32501

Other workplaces not shown above:
See Extension of Information Page

Producer:
Johnson & Johnson Inc., - Managers
200 Wingo Way, Suite 200
Mt. Pleasant, SC 29464

Policy Number: TWC4708012

___Individual ___Partnership
___Corporation or _X_ Other
Federal Tax ID: 591118735
Risk Id:
Renewal of: TWC4525650

2. The policy period is from 12/1/2025 to 12/1/2026 12:01 a.m. at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Florida

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A.
The limits of our liability under Part Two are:

State	Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
	$1,000,000 each accident	$1,000,000 policy limit	$1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except ND, OH, WA, WY and State(s) Designated in Item 3.A

D. This policy includes these endorsements and schedules: See Extension of Information Page

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Extension of Information Page

TOTAL ESTIMATED ANNUAL PREMIUM	**59,772**
STATE ASSESSMENT	**0**
TOTAL ESTIMATED COST	**59,772**
Minimum Premium	1,154

Issue Date: 10/31/2025

Countersigned by: _____
Authorized Representative

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Community Action Program Committee, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2501 W. Wright St.

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, Fl. 32505

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

1			-			-				

or

Employer identification number

5	9	-	1	1	1	8	7	3	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 1/5/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF PENSACOLA, FLORIDA
REQUEST FOR PROPOSALS
RFP NO. 26-004

ALICE S. WILLIAMS CHILDCARE

The City of Pensacola is seeking proposals from qualified firms to provide childcare services.

Regulatory and Insurance Compliance

- Each respondent must hold, or be eligible to obtain, a valid **Florida DCF Child Care License** prior to contract award. Proof of active or pending licensure must accompany the submittal.

- Respondents must provide evidence of **liability insurance** with minimum limits of $1 million per occurrence / $3 million aggregate, naming the City of Pensacola as an additional insured.

- A copy of the most recent **DCF inspection report** (if applicable) shall be included.

- Respondents shall certify compliance with the **Department of Defense Child Development Program standards (DoDI 6060.02)** and agree that, where standards differ, the more stringent applies.

Sealed and complete hardcopy proposals **with original or electronic signature**, and **FIVE (5) additional copies**, plus **one (1) complete and identical electronic copy** (single PDF) on flash drive, must be received no later than **December 12, 2025, 2:30 P.M.**, Central time, at the following location:

City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing

The OUTER PACKAGING of the sealed submittal package shall **identify the respondent, the RFP title, and the RFP number** (whether hand-delivered, mailed, or via UPS/FedEx or other courier service). Submittals received after closing time will not be accepted. Multiple submittals from the same entity will not be accepted.

Alternatively, electronic responses may be submitted to Demandstar or Central Bidding. Both sites require registration and varying fees for notifications and document downloads.

Those submittals received will be opened and publicly acknowledged the **following business day** *(December 15, 2025, 10:00 A.M., Central time)* via Microsoft Teams at the following link*: Microsoft Teams proposal opening.

Specifications will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Addenda will be posted to the City's website. **Proposers are responsible for obtaining addenda and are advised to check the website frequently.** There is no cost to view or download documents from the City website.

In order to review the project requirements, an **optional** pre-bid meeting will be held at **9:00 A.M.**, Central time, **November 21, 2025**, at Alice S. Williams Library, 1015 N. E Street, Pensacola, FL 32501.

A proposal tabulation with a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Proposers are advised to check the website frequently.

Any questions concerning the proposal should be addressed and submitted in writing **no later than 10:00 A.M.**, Central time, **December 2, 2025,** to:

Dedria Lunderman, Purchasing Manager
City of Pensacola
222 W. Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email ADACoordinator@cityofpensacola.com or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event to allow the City time to provide the requested services.

Award of this contract is contingent upon verification of full compliance with Florida Administrative Code 65C-22 and Department of Defense Child Development Program (DoDI 6060.02) requirements.

The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item number when applicable, to waive any proposal informalities and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D. C. Reeves
Mayor

The City of Pensacola provides equal access in employment and public services.

*Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the following link: Microsoft Teams System Requirements Check.)

SECURITY NOTICE

Visitors to City Hall are required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

SCHEDULE OF EVENTS (subject to change)

Date	Activity
November 7, 2025	Publish RFP
November 21, 2025	Pre-Proposal Meeting
December 2, 2025	Deadline for Questions
December 12, 2025, 2:30 PM	Proposal Deadline
December 15, 2025, 10:00 AM	Proposal Opening
December 19, 2025 (TBD)	Evaluation Committee Meeting Distribution of Materials. City may invite DCF regional licensing representatives or early-childhood subject-matter experts (non-voting) to observe proposal presentations to ensure regulatory alignment.
January 7, 2026 (TBD)	Evaluation Committee Meeting* Written Proposal Ranking/Shortlisting **Recommendation of Contract Award may be made at this meeting*
January 22, 2026 (TBD)	Evaluation Committee Meeting Oral Presentations (if needed) Recommendation for Contract Award

All times are Central time.

INSTRUCTIONS AND GENERAL SPECIFICATIONS

A. Firms responding to the RFP must be available for formal presentations/interviews to the Selection Committee.

B. Sealed proposals must be submitted in the proposal format outlined as part of these Instructions and General Specifications. Proposal documents include at a minimum:

- Proposal response in stated format
- Proposal form(s) provided by City
- Required City forms
- Acknowledgement of addenda

C. Submittals must be typed or printed. All corrections made by the respondent prior to the opening must be initialed and dated by the respondent. No changes or corrections will be allowed after submittals are opened.

D. **Any addendum issued will be made available on the City's website at http://www.cityofpensacola.com/bids.aspx. Interested proposers are advised to check the site frequently.**

E. The City of Pensacola is not liable for any costs incurred by any interested party in responding to this RFP.

F. Notwithstanding anything else stated herein, the City reserves the right to modify the proposal documents, including the Agreement, by issuing addenda to be posted on the City's website.

G. These instructions, specifications, and statements accompanying the proposal, the proposal itself, and any addendum issued, shall be included in the Agreement that will be entered into for this service.

H. By responding to this solicitation, each Respondent warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the firm, to solicit or secure an agreement pursuant to this solicitation and that it has not and will not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

BACKGROUND AND PURPOSE

The City of Pensacola ("City") is soliciting proposals from qualified childcare operators to establish and operate a high-quality infant care program at the **Alice S. Williams Library, 1015 North E Street, Pensacola, Florida 32501**.

The program will serve **approximately, but not limited to, twenty-four (24) infants ages 0–1** in newly renovated historic space. The selected provider will operate under a lease agreement with the City, with annual reviews and the potential for a multi-year property lease extension.

The Alice S. Williams Library building was renovated in late 2025 and offers:

- **Approximately 1,200 square feet** of usable childcare space accessible by the respondent.
- **Approximately 275 square feet** dedicated for training and community services (not direct childcare) – see **Exhibit A**. This will not be used for direct childcare services and is expected to be accessed by multiple community partners and remain accessible.
    - Use of Adjacent Room
        - The adjacent room designed for providers is shall not be used for supply storage, staff usage, or related support functions. This space must always remain accessible for providers and shall not be used by the respondent for direct childcare services, childcare classroom activities, or as an extension of childcare space.
    - Compliance Requirement:
        - Failure to adhere to this requirement may result in disqualification from consideration or, if awarded, termination of the contract.

The City's goals are to:

- Increase access to **high-quality infant care**.
- Provide a **community space** for caregivers and families.
- Support **healthcare screenings, diagnostics, preventative care, education, and workforce development**.
- Expand access to existing local 0–5-year providers, potentially decreasing community wait times for care, especially infant care.

- Establish a model facility meeting or exceeding Department of Defense Child Development Program (DoD CDP) and Florida DCF Gold Seal Accreditation standards. This includes ratios not to exceed 1:4 for infants (0–12 mo) and 1:5 for pre-toddlers (13–24 mo), with a maximum group size of eight children."

SCOPE OF SERVICES

Licensing & Compliance

- Maintain DCF compliance and City contractual requirements.
- Provide access to all data, records, and staff information upon request and deemed necessary by the City.
- Operator shall comply with the more stringent of DCF or DoD standards in all cases.
- Ratios must not exceed 1:4 for infants and 1:5 for pre-toddlers; group size maximum 8."
- The City may conduct quarterly compliance audits with DCF and public safety representatives.

Operations & Communication

- Collaborate with the City's point of contact.
- Disclose all staff members to the City prior to direct contact with youth.
- Support **educational partnerships** (teachers, interns, trainees).
    - May not include "volunteer" helpers, "counselors in training", youth under the age of 18 who are not in a formalized and approved program by the City of Pensacola, or any other individuals who are not recorded as a staff person or on record as a student and properly screened.
- Collaborate with providers/researchers in adjacent spaces.
- Interns and trainees must complete **Level II background screenings prior to any direct contact with children**. They must also complete orientation and onboarding to ensure understanding of all relevant **health, safety, and child-development protocols before participating under supervision**. Interns and trainees **may not be left alone with children** until all required coursework and certifications are completed. However, **structured supervision by trained and certified staff** allows them to gain valuable hands-on experience while maintaining full compliance with DCF and national standards

Access & Security

- Provide the City with a **facility key and code for any pin pads for digital entry**.

- Ensure City access to the building upon request.
- The City will have access to cameras that have access to direct childcare services at all times.

Data & Reporting

- Share demographics, enrollment, staffing, and operations data.

- Support City evaluation and reporting efforts as deemed by the City.

- Operator will submit quarterly reports including enrollment data, incident logs, staff turnover, training hours, and inspection results.

Facility & Partnerships

- Specify “1,200 sq. ft. usable child-care space = minimum 35 sq. ft. per child, currently providing ~50 sq. ft./child, exceeding state and DoD requirements.

- Coordinate with the City for use of the **275 sq. ft. training/service space** and shared facilities.

- Participate in community and educational initiatives.

- Operator must certify all infant sleep areas meet Safe Sleep and Sudden Infant Death Syndrome (SIDS) prevention requirements per DCF Rule 65C-22.006 and DoDI 6060.02.

Lease & Maintenance

- Enter into a **lease agreement** with the City (sample lease attached as **Exhibit B**).

- Facility modifications impacting child-safety features (cribs, HVAC, play areas) require City and DCF approval prior to execution.

Identify proposed facility improvements, including City funding requests if applicable.

Contract Term

The contract time for the scope of services will be for a period of one (1) year with an option which may be exercised by the City to renew annually at the same rates and under the same conditions for up to two (2) additional 1-year terms upon provision of written notice to the Contractor at least 30 days prior to the expiration of the contract.

In addition to the City's right to terminate for convenience, failure by the Contractor to provide qualified personnel, maintain staffing levels, or meet performance standards outlined in this contract may be considered causes for termination.

Minimum Qualifications

All respondents must:

- Hold and maintain **Gold Seal Quality Care Accreditation**. (If the respondent does not currently possess the Gold Seal Quality Care Accreditation, please attach an addendum that articulates how accreditation will be achieved. Receipt of accreditation must be provided within six months of award, or this may be considered cause for termination.)

- Accept and be able to process **military and federal childcare vouchers, which may include but are not limited to Military Child Care in Your Neighborhood (MCCYN), Child Care Aware of America, and Florida's School Readiness of Program (SR)**. (If the respondent does not currently possess the ability to accept and process military and federal childcare vouchers, please attach an addendum that articulates how this will be achieved. Receipt of supporting documentation of ability to accept and process military and federal childcare vouchers must be provided within six months of award, or this may be considered cause for termination.)

- Be a **valid corporate entity registered with the Florida Department of State**.

- Meet all **Florida Department of Children and Families (DCF) licensing guidelines**.

- Have **no Class I violations** within the past two (2) years.

- Have **fewer than three (3) Class II violations** within the past two (2) years.

- Not have been cited for the same **Class III violation three (3) or more times** or for failure to correct within the required timeframe.

- Maintain or actively pursue accreditation recognized by the National Association for the Education of Young Children (NAEYC) or equivalent federal standard.

- Maintain written emergency plans for fire, severe weather, lockdown, and medical events; drills shall occur monthly and be documented.

Restrictions on Reapplication and License Transfers

- Any individual who has owned, operated, or managed a childcare facility that incurred Class I, multiple Class II, or repeated Class III violations shall not be

eligible to reapply under another person's or entity's license for the purpose of continuing operations.

- The Respondent must fully disclose all current and prior ownership interests, management roles, or controlling interests in any childcare facility licensed in Florida.

- Failure to disclose such information shall be grounds for disqualification, contract termination, or license denial.

Certification of Compliance

- The Respondent shall certify that no person with ownership, management, or controlling interest in the facility has had a childcare license revoked, denied, or terminated by DCF due to violations.

- Any attempt to transfer, restructure, or rebrand operations for the purpose of avoiding accountability for prior violations will result in immediate termination of any awarded contract and may be referred to the appropriate regulatory authority.

- All childcare staff must pass a Level 2 background screening, which includes fingerprinting and checks against state and federal criminal databases.

- Agree to **periodic inspections** by DCF and/or local licensing authorities.

- Demonstrate the ability to serve approximately but not limited to 24 **infants ages 0–1**.

- Have a minimum of 40 hours of DCF approved training completed covering topics such as child growth, behavioral observation, and health and safety procedures.
- Additional brain development and early childhood training will be regularly available and must be attended as a part of professional development for the operator and staff who will have direct childcare access.

- All staff must be CPR and First Aid certified prior to having direct contact with young people.

- Ability to articulate emergency preparedness plan, conduct regular safety drills with staff and children, and willingness to meet with City of Pensacola staff (may include but not limited to sanitation, fire safety, and emergency preparedness) to create appropriate plans to ensure the safety and well-being of the children in the care of the operator and stay updated on the latest regulations and guidelines to comply with state and local laws.

- Childcare administrator must possess DCF Staff Credential and a Director Credential.

Preferences

- Preference will be given to providers who:
    - Possess or employ, as a full-time staff member, a **Licensed Clinical Social Worker (LCSW)** or **Licensed Master Social Worker (LMSW)**.
    - Possess National Administrator Credential (NAC)
    - Undergraduate or graduate degree specific to education, social work, or psychology

SUBMITTAL FORMAT

Submittals shall be in the format described below. The selection criteria and points used in ranking the submittals are noted in the attached Evaluation Sheet. Submittals are limited to forty (40) pages (preferably numbered). **The page count excludes the cover, cover letter, table of contents, section dividers that contain no text other than labels, and any City-provided form.** Submittals should be concise and reader friendly. Each section in the submittal should follow the format/organization noted in this section. Proposal packages will be evaluated, and a selection made, using the following criteria.

An Authorized Representative of the firm shall sign submittals. All information requested must be submitted. Failure to submit all information may result in a lowered evaluation score of the submittal. At its discretion, the City may waive minor discrepancies or reject submittals substantially incomplete or lacking key information.

Tab A: Introduction

1. Cover letter (max. 2 pages) signed by an Authorized Representative of the firm

2. Table of contents

Required City Forms

3. Signature Page
4. State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)
5. 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
6. 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
7. Drugfree Workplace Certificate
8. Veteran Business Enteprise Statement
9. Minority/Women Business Enterprise Statement
10. Small Business Enterprise Statement
11. Acknowledgement of addenda (signed signature pages of addenda)
12. Required Documents Acknowledgement

Tab B: Services

Proposal Requirements

Each proposal must include:

1. Organizational Profile & Background: Describe the Company’s organization and general background.

2. Proof of Licensing & Gold Seal Accreditation

3. Staffing Plan (including LMSW/LCSW if applicable)

4. Military Voucher Acceptance Plan

5. Community Partnership Experience

6. History and Experience: Describe any other similar involvement in which services proposed in the reply were delivered to other customers (either private or public). Cite any important similarities or differences.

7. Ability to Provide Services: Provide a detailed description of the Company's ability to provide the services the City desires. If multiple individuals will be involved, include specific details regarding each individual and his or her relevant tasks. Also:

    - Provide the company's current work location if any (physical address).

8. Operational Plan (daily schedule, staffing, enrollment processes with emphasis on underserved populations)

9. Risk Management & Safety Protocols

10. Data & Reporting Plan

11. Financial Health and Stability Plan

12. Marketing & Advertising Plan

13. Maintenance & Facility Improvement Requests

14. References (minimum three): Supply reference summaries for three (3) professional references. Ensure the list of references has complete contact information.

15. Proposed Timeline to become operational

16. Subcontractor information (if applicable)

Tab C: Licenses

Provide documentation of all required licenses.

EVALUATION CRITERIA

I. Experience, References, Services, Community Experience & Relationship (35 Points)

a. General experience and qualifications of the operator to be assigned to the project
b. Past performance of the organization and the personnel to be assigned based on the evaluations and references provided
c. Demonstrated organizational experience- specifically experience in designing, starting up, and operating a childcare center
d. Respondents' ability, capacity, and skill to perform or provide the required services listed in the RFP
e. The required references, experience in providing childcare, day-to-day operations, ability to obtain proper licensing and protocols for risk management related to caregiving, safety for children, providers and staff members
f. Quality of Respondent's plan
g. Procedures for communication and engagement with caregivers (managing waitlists, caregiver involvement, etc.)
h. Demonstrated capacity to meet DoD and Florida DCF Gold Seal standards.

II. Personnel Qualifications, Training and Operational Approach (25 Points)

a. General experience and qualifications of the personnel to be assigned to the project
b. Provisions for professional growth
c. Use of volunteer procedures
d. Grievance procedures for employees
e. Written job descriptions and titles for each positions defining the qualifications, duties, lines of authority and position type as "direct care" or "non-direct care"
f. Overall quality of the infant and childcare program.
g. Respondent's plan, design, and operational philosophy
h. Evidence of infant specialization training and Safe Sleep certification.

III. Ethics, Rental Fee, Tuition Schedule, Cost Effectiveness, Value, Teacher Salary, Licensing, City Priorities & Timeline (25 Points)

a. Respondent's fee proposal in consideration of teacher salary, tuition, ability to accept subsidies, and other financial solutions for underserved students and families.
b. Respondent's timeline for operating.
c. Proposed fee structure and operational cost proposal- degree to which the operational budget is realistic and viable, and the degree to which fee structure is affordable to users. Projected ability of the organization to maintain and financially viable childcare center.
d. Demonstrated ability to accept federal military vouchers and subsidy programs without disruption.

IV. Marketing, Advertising, Improvement, Maintenance & Lease (15 Points)

a. Respondent's marketing and advertising plan.
b. Advertising channels and campaigns identified.
c. Campaign duration.
d. Marketing budget and timeline.
e. Respondents' improvements and maintenance requests.
f. Any requested changes to the Standard Lease and insurance requirements will count against the bidder.

V. Exceeds DoD/DCF Standards (5 Points)

a. Respondent demonstrates capacity or existing performance that exceeds both the Florida Department of Children and Families (DCF) and Department of Defense (DoD) Child Development Program standards, including but not limited to:
    i. Enhanced staff-to-child ratios or reduced group sizes.
    ii. Accreditation beyond Gold Seal (e.g., NAEYC, NAC, or equivalent).
    iii. Documented quality-assurance processes modeled on DoD inspection cadence (quarterly reviews).
    iv. Expanded professional development (safe sleep, trauma-informed care, early brain development).
    v. Integration of data-driven outcomes for child health, safety, and family engagement.

VI. Certification as or partnership with an MBE/SBE/WBE (3 points)

a. Indicate whether the firm is itself or is partnered with any City-certified Minority / Small / Woman-Owned Business Enterprise.

VII. Certification as or partnership with a VBE (2 points):

a. Indicate whether the firm is itself or is partnered with any City-certified Veteran-Owned Business Enterprise.

Total points available: 110

Terms & Conditions

- The City reserves the right to reject any or all proposals, waive irregularities, and negotiate with proposers.
- Respondents must comply with **local, state, and federal regulations**.
- Ethical standards apply (see full **Representation Regarding Ethical Standards** clause).
- Respondents must comply with **Florida Public Records Law, Chapter 119, F.S.** All proposal materials become City property unless otherwise requested at submission.

EVALUATION

A selection committee will rank the submittals using the evaluation sheet for the written submittals. Members will score each proposal in accordance with the criteria established in this RFP. The committee may then recommend award of contract to the Mayor or it may invite between two and five of the top-scoring firms for presentations/interviews.

If continuing presentations/interviews, committee members will rank the firms, with one (1) being best, two (2) being second-best, etc. The firm with the lowest combined score will be determined the best firm. Should there be a tie between firms, the firm with the highest aggregate score from the written evaluation shall be determined the best firm. The committee will then recommend to the Mayor award of the contract to the top-ranked, best firm.

INSURANCE AND INDEMNIFICATION

(FULL TEXT TO BE ADDED BY ADDENDUM)

 General Liability $1 million per occurrence / $3 million aggregate.

 Sexual Molestation and Abuse Coverage $1 million per occurrence.

 Workers Compensation per Florida Statutes.

 Automobile Liability (if transporting children).

 Professional Liability (Early Childhood Education) $1 million.

 Certificate of Insurance to City annually.

 Indemnification to cover “acts, omissions, or negligence of operator or staff in care of children.”

M/WBE, SBE, VBE

Minority/Women Business Enterprise: The Pensacola City Council has adopted a Minority/Women Business Enterprise Ordinance #04-15. This ordinance encourages participation of minority and woman-owned business in the City procurement process. Minority or Woman-Owned Business Enterprise (M/WBE) is defined as:

- a business located in the Pensacola Regional Area (Escambia, Okaloosa, Santa Rosa, Walton Counties, and Mobile, AL.)
- which is at least 51 percent owned by one or more minority/woman individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership is by one or more minority/woman individuals who are U.S. citizens or legal resident aliens,
- and for which both management and daily business operations are controlled by one or more minority/woman individuals.

Small Business Enterprise: The Pensacola City Council has adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Small Business Enterprise (SBE) is defined as:

- an independently owned and operated business concern located in Escambia or Santa Rosa County,
- which employs 50 or fewer permanent full-time employees,
- and which has a net worth of not more than $1,000,000. As applicable to sole proprietorships, the $1,000,000 net worth shall include both personal and business investments.

Veteran Business Enterprise: The Pensacola City Council has adopted a Veteran Business Enterprise Ordinance #09-15 providing a “preference” for veteran-owned businesses that have been:

- certified by the State of Florida, through the Department of Management Services, and;
- which are located in Escambia or Santa Rosa County.

The impact of the ordinance is that proposals or quotes received by certified veteran-owned businesses will be given a preference for award, if their bid or quote is within certain percentages of the lowest responsible bid submitted by a non-veteran business. If the lowest and most responsible bid or quote is submitted by a certified veteran-owned business or a certified woman-owned or minority firm, then the preference shall not apply. In addition to bids and quotes, Requests for Proposals (RFPs) or Requests for Qualifications (RFQs), will provide two (2) percentage points in proposal scoring for proposals received by a certified veteran.

If your company meets the criteria of a Minority/Women Business Enterprise, Small Business Enterprise or Veteran Business Enterprise as defined above, please include this information in your response.

REQUEST FOR PROPOSALS
CONTRACTUAL SERVICES
GENERAL CONDITIONS

To ensure acceptance, all proposers submitting proposals to the City of Pensacola shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided shall be rejected, and proposals not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe items or services best suited to the needs of the City. However, the City invites proposals with alternate solutions to the objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.

2. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the proposal is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the proposal. The proposer must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).

3. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any proposer. The City reserves the right to award a contract to or negotiate a contract with a responsible proposer submitting the most responsive or best alternative proposal for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the proposal and the resulting contract, and its decision shall be final.

4. **Proposal (RFP) Bond: None.**

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

6. **Exceptions to Specifications:** In order that equal consideration be given in evaluating proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor or City Council is the final authority in determining the acceptability of any exceptions to specifications.

7. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.

8. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Request for Proposals Page. Inquiries must refer to the proposed item(s) or service(s) and the date of the proposal submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.

9. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a proposal response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability. Operator shall abide by all applicable provisions of Florida Administrative Code 65C-22 (Child Care Facilities) and DoDI 6060.02 (DoD Child Development Programs). In any conflict, the more stringent standard shall apply.

10. **Licenses, Registration and Certificates:** Each proposer shall possess at the time of submitting its proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded proposer shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org). License renewal documentation must be furnished to the City within ten (10) days of issuance.

11. **Mistakes:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the proposer's risk. Unit prices proposed will govern in award.

12. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by the Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.

13. **Permits and Taxes:** The proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Proposers who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.

14. **Prohibited Conduct by Proposers:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of Pensacola City Council, the Mayor, or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.

15. **Proposal Withdrawals:** No proposal may be withdrawn after closing time for receipt of proposals for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.

16. **Protests:** Protests of the plans, specifications, and other requirements of requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled proposal submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of proposal or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.

17. **Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).

18. **Public Records:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the proposal pursuant to Florida Statute §119.07.

19. **Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119,

Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

20. **Rejection of Proposals:** The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

21. **Sealed Response:** All executed City forms must be submitted. All responses must be signed by an authorized representative of the proposer.
    A. Hardcopy response: In the event more than one submittal deadline is scheduled for the same date and time, do not include responses concerning different sets of specifications within the same envelope. The face of the sealed envelope shall be plainly marked identifying the responder, the bid/RFP/RFQ title and number. It shall be the sole responsibility of the respondent to assure receipt of the submittal at the Purchasing Office prior to the published time for the submittal deadline.
    B. Electronic response: Respondent may submit an electronic submittal to the sites mentioned on page 1. Offers by telephone, fax, or email will **NOT BE ACCEPTED**.

22. **Tax:** The City of Pensacola is exempt from all State and local sales tax.

23. **Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected via delivery to the contractor at least thirty (30) business days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services. City may terminate immediately for any threat to child safety or regulatory non-compliance.

24. **Unauthorized Aliens:** The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

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

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

RFP No. 26-004

Alice S. Williams Childcare

Signature Sheet

The undersigned, as Proposer, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the specifications.**

Survey: How did you obtain this solicitation?

☐ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other:_____

Signature_____ Date:_____

Printed Name: _____ Title: _____

Company:_____ Address:_____

Telephone:_____ City:_____

Fax:_____ State:_____ Zip:_____

E-mail:_____

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE 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:_____

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE 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:_____

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

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

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

   A. The name of the subcontractor.

   B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

   C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

   D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

_____
Company Name

_____
Authorized Signature

_____
Printed Name

_____
Date

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

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

_____ _____

Signature Printed Name

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

VETERAN BUSINESS ENTERPRISE STATEMENT

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, please mark N/A.

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

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

For a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

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

Respondent's Name:	Respondent's Principal Place of Business

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

NAME OF MWBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1.		
2.		
3.		
4.		
5.		
6.		

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than $1 million. The business must be in Escambia or Santa Rosa County.

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business_____

Address_____

Owner(s)'s Name(s)_____

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

NAME OF SBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1.		
2.		
3.		
4.		
5.		
6.		

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

REQUIRED DOCUMENTS INCLUSION ACKNOWLEDGEMENT
Bid/RFP/RFQ # 26-004

Purchasing Forms ***(Purchasing will verify inclusion of required Purchasing forms)***

Initials

1) Signature Page _____
2) State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13) _____
3) 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters _____
4) 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment _____
5) Drugfree Workplace Certificate _____
6) Minority/Women Business Enterprise Statement _____
7) Veteran Business Enterprise Statement _____
8) Small Business Enterprise Statement _____
9) Acknowledgement of addenda (signed signature pages of addenda) _____
10) Required Documents Acknowledgement Form _____

Department-required Documents ***(Dept will verify validity of documents)***

Initials

1) Gold Seal Quality Care Accreditation _____
2) Proof of active/pending Florida DCF Child Care License _____
3) Evidence of liability insurance with minimum limits of $1 million per occurrence / $3 million aggregate, naming the City of Pensacola as an additional insured. _____
4) Copy of most recent DCF inspection report (if applicable) _____
5) Certification of compliance with Department of Defense Child Development Program standards (DoDI 6060.02). Agree that, where standards differ, the more stringent applies. _____

Company Name: _____

Authorized Officer's Name: _____ Title: _____

Signature of Officer: _____ Date:_____

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

STATEMENT OF NO RESPONSE
Bid/RFP/RFQ # 26-004

If you are unable to submit a proposal at this time, please complete the following and return by e-mail to purchasing@cityofpenscola.com. Your choices or comments below will assist us in properly notifying you of future opportunities.

We have declined to respond to the solicitation for the following reason(s):

SPECIFICATIONS

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

___ Specifications unclear

___ Unable to meet specifications

NATURE OF AWARD

___ Insufficient time to respond

___ Equivalent options not offered

___ Other (please explain below)

Explanation:

_____

_____

_____

_____

We request to:

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

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

_____ be removed from the City's solicitation list.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

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

Email: _____

Signature of Officer: _____ Date: _____

EVALUATION SHEET
RFP NO. 26-004

ALICE S. WILLIAMS CHILDCARE

Name of Firm:_____

Reviewer:_____

	Possible Points	Points Given
1. Experience, References, Services, Community Experience & Relationship	35	_____
2. .Personnel Qualifications, Training and Operational Approach	25	_____
3. Ethics, Rental Fee, Tuition Schedule, Cost Effectiveness, Value, Teacher Salary, Licensing, City Priorities & Timeline	25	_____
4. Marketing, Advertising, Improvement, Maintenance & Lease	15	_____
5. Exceeds DoD/DCF Standards	5	_____
6. Certified as or partnered with MBE, SBE, WBE	3	_____
7. Certified as or partnered with VBE	2	_____
TOTAL POINTS	*110*	_____

Notes:_____

CONTRACT BETWEEN CITY OF PENSACOLA AND [xxxCONTRACTORxxx]
BASED UPON REQUEST FOR PROPOSALS #_____

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

WITNESSETH:

WHEREAS, the City solicited for Request for Proposals #_____, on _____, 20__ ("RFP"), for _____, as modified by any addendum to the RFP ("Addenda"), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "RFP Documents"); and

WHEREAS, in response to the RFP Documents, the Contractor submitted to the City a proposal dated _____, 20__, attached hereto as Exhibit B and incorporated herein by this reference; and

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

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

WHEREAS, the Parties desire to enter into this Contract;

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

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.
The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions

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

Section 3. Term of Contract.
Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.
The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of _____ ($_____) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (___) Yes (___) No

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

Section 6. Performance Schedule.
The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.
Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.
No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.
This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.
Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.
The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.
The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.
The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly

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

Section 17. Mandatory Use of E-Verify System.
In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

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

CONTRACTOR	**CITY OF PENSACOLA, FLORIDA**
_____	_____
(Contractor's Name)	Mayor, D. C. Reeves
By_____	Attest: _____
President	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

DRAFT

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

DRAFT

Attachment "B"
PAYMENT SCHEDULE

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):
    - ☐ Lump Sum/Flat Fee
    - ☐ Hourly Rate(s)
    - ☐ Other: _____

2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):
    - ☐ Lump Sum/Flat Fee: _____
    - ☐ Hourly Rate(s) are: _____
    - ☐ Other: _____

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):

    _____
    _____
    _____
    _____

4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):
    - ☐ One-time, lump sum at the end of the work/project
    - ☐ After submission of monthly or periodic invoices
    - ☐ Other: _____

DRAFT

EXHIBIT A

RFP DOCUMENTS ON FILE IN _____

DRAFT

EXHIBIT B

PROPOSAL

The pages following Exhibit B are the documents comprising the Proposal dated, _____, which Contractor submitted in response to the Bid Documents, are hereby incorporated by reference into this Contract. The Proposal includes all attachments and addenda submitted by Contractor in response to the Bid Documents, which are also hereby incorporated into this Contract by reference.

DRAFT

Addendum Date: December 1, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

ALICE S. WILLIAMS CHILDCARE

RFP No. 26-004

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. A revised Schedule of Events is attached.

2. Attached as part of this addendum and made a part of the RFP hereby are the Insurance and Indemnification requirements.

3. Questions from the pre-proposal meeting and their answers are attached.

4. The pre-proposal attendance list is attached.

SCHEDULE OF EVENTS (subject to change)

Date	Activity
November 7, 2025	Publish RFP
November 21, 2025	Pre-Proposal Meeting
December 2, 2025	Deadline for Questions
January 6, 2026, 2:30 P.M.	Proposal Deadline
January 7, 2026, 10:00 A.M.	Proposal Opening
January 22, 2026 10:00 A.M. City Hall 1st floor conference room 222 W. Main Street, Pensacola, FL 32502	Evaluation Committee Meeting Distribution of Materials. City may invite DCF regional licensing representatives or early-childhood subject-matter experts (non-voting) to observe proposal presentations to ensure regulatory alignment.
February 4, 2026 1:00 P.M. City Hall 1st floor conference room 222 W. Main Street, Pensacola, FL 32502	Evaluation Committee Meeting* Written Proposal Ranking/Shortlisting **Recommendation of Contract Award may be made at this meeting*
February 19, 2026 9:00 A.M. City Hall 2nd floor conference room 222 W. Main Street, Pensacola, FL 32502	Evaluation Committee Meeting Oral Presentations (if needed) Recommendation for Contract Award

All times are Central time.

INSURANCE AND INDEMNIFICATION

GENERAL

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

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

COVERAGE

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

Worker's Compensation

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

Commercial General, Umbrella Liability, Professional Liability, Sexual Abuse and Molestation (SAM) Coverages

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. **Minimum limits of $1,000,000 per occurrence / $3,000,000 aggregate**, and per accident, for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits of $1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, contractual liability, 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. **Hired and non-owned vehicles must be endorsed to the Commercial General Liability Policy unless contractor purchases and maintains a sperate auto liability policy.**

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. **Coverage only required if Contractor owns vehicles or provides transportation services.**

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.

Sexual Abuse and Molestation coverage must be provided for sexual misconduct, abuse, or molestation. Minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate. This coverage can be written on a claims made policy. Contractor agrees to purchase and reinstate coverage in the event policy limits are impaired by reason of claim.

Professional Liability insurance coverage must be provided to afford protection for errors and omissions arising out of services provided under, or associated with this contract. Minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate must be provided.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the Contractor shall furnish copies of the Contractor's insurance polices, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee**. If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The 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.

Except for Workers' Compensation and Professional Liability, all other insurance policies described above shall name the City as additional insured.

INSURANCE OF THE CONTRACTOR PRIMARY

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

LOSS CONTROL AND SAFETY

The Contractor shall retain control over its employees, agents, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

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

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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

Questions and Answers

Q. Is it a disqualifier if there is not the ability to accept military/DOD vouchers?
A. Yes. Operators must *"Accept and be able to process military and federal childcare vouchers, which may include but are not limited to Military Child Care in Your Neighborhood (MCCYN), Child Care Aware of America, and Florida's School Readiness of Program (SR). (If the respondent does not currently possess the ability to accept and process military and federal childcare vouchers, please attach an addendum that articulates how this will be achieved. Receipt of supporting documentation of ability to accept and process military and federal childcare vouchers must be provided within six months of award, or this may be considered cause for termination.)"*

Q. Headstart is federally funded and only serves caregivers that are low- income and receives vouchers. They might be military families but do not need military vouchers due to their low income. Therefore, we do not currently accept military vouchers. Would this be a disqualifier?
A. Yes. However, there is the ability for Headstart to participate in military voucher programs for extended care or wraparound care. This would have to be approved by the military's fee assistance program.

Q. Is it a disqualifier if the operator is not Gold Seal certified?
A Yes. Operators must *"Hold and maintain Gold Seal Quality Care Accreditation. (If the respondent does not currently possess the Gold Seal Quality Care Accreditation, please attach an addendum that articulates how accreditation will be achieved. Receipt of accreditation must be provided within six months of award, or this may be considered cause for termination.)"*

Q. What if we meet all the criteria for Gold Seal Quality Care Accreditation but do not have the accreditation?
A. The RFP allows the ability to *"attach an addendum that articulates how accreditation will be achieved"*.

Q. Does the Gold Seal Certification have to be NAEYC certification?
A. No. There is not a specified certification within Gold Seal.

Q. Has the physical space been measured?
A. Yes. A site visit and building floorplan were made available during the walkthrough.

Q. Has DCF Licensing come into and inspected the building?
A, No. DCF has not conducted a licensing inspection or official capacity determination. The building is under construction and is not ready for occupancy. The capacity estimates were formulated using DCF Childcare Licensing policy and Florida State Statute (construction specs, state requirements of 35 square feet per child, and infant rations of 1:4).
The City of Pensacola used architectural drawings and DCF space requirements to generate early estimates. Final usable- space calculations will be made by DCF during the licensing process.

Q. Are there other initiatives from the City of Pensacola that will be awarded to the operator?
A. No additional direct financial incentives are currently included beyond the lease. Educational partnerships and community partnerships are being explored. Opportunities may emerge through the Mayor's Childcare Access Program. Any additional support will depend on sustainability and availability of resources.

Q. Is the City expecting the operator to prioritize profitability?
A. The primary goal is to increase safe, high-quality childcare access particularly for infants. Financial or business model questions should be directed to external business consultants (e.g. the Small Business Development Center at UWF).

Q. What is the City of Pensacola doing to improve the financial feasibility of operating a childcare center that focuses on infant care?
A. The City plans to provide the use of the building at a decreased lease, which significantly reduces overhead costs. This leaves the operator primarily responsible for labor costs.

Q. Will the building be fully furnished by the City of Pensacola prior to occupancy before the bid is awarded?
A. No.

Q. What rooms in the facility are intended for childcare are which rooms are intended for parent or staff services?
A. There is one primary childcare room that is the largest space to be used for direct childcare services. There is one smaller room that may be used for additional services such as but not to be limited to services such as caregiver services, preventative screenings, staff training, but not direct childcare services. There is a kitchen, restrooms, and an entry room. The building is equipped with WiFi, cameras, and up to fire code.

Q. Is there an internal team making decisions about Alice S. Williams Library?
A. There was no standing task force prior to the RFP. Planning has been led by the Office of the Mayor and staff overseeing childcare access initiatives, informed by Childcare Summit feedback. A selection committee is in place for this RFP.

Q. Where did the decision to focus on infants originate?
A. The decision came from broad data showing the extreme shortage of infant care. Items included but were not limited to facility suitability analysis, DCF safety and fatality date, community need, slot availability review, and workforce and economic development goals.

Q. Why is Alice S. Williams Library focusing on infants 0-1?
A. Data from the Childcare Summit, DCF statistics, and the City's feasibility analysis show that 0-1 is the most needed childcare age group in Pensacola with the fewest available slots. Infant fatalities and safety incidents statewide and in our Circuit are highest in this age bracket. Parents begin searching for accessible childcare for their infants during pregnancy and often without locating an available slot. This facility is best suited for infant care versus other age ranges at this time.

Q. Will UWF, PSC, or high school career academy programs be sending students to the center to complete required field hours?
A. There has been interest expressed, but no guaranteed staffing pipeline can be promised. The goal is that partnerships will continue developing, and operators will have opportunities to host students for practicums, internships, and clinical hours.

Q. Will the center primarily serve families that utilize vouchers?
A. As there are no families yet enrolled, it is too early to determine. Based on income data from the Haas Center study and the surrounding area's demographics, it is likely that the center will likely serve caregivers that utilize vouchers. However, enrollment policies will be determined by the operator to ensure accessibility and fairness.

Q. Will this center solve the childcare shortage?
A. No. There is no single center that can solve the entire shortage. Alice S. Williams Library is intended to serve as a first step in increasing access to infant childcare and increasing child safety, a data source for shaping future funding and community partnerships, and as a prototype model for expansion.

Q. What can the operator expect from the City of Pensacola?
A. A remodeled, city-owned facility that decreases overhead and operational costs. A mutual commitment to high-quality and safe childcare. Engagement with educational and community partners.

Q. Why open a new childcare center instead of just investing funds into existing childcare centers?
A. Many existing centers provide strong care, but staffing shortages, especially credentialed infant teachers and current business models limit their ability to open to sustain infant rooms. The City cannot subsidize operations of private entities but can leverage publicly owned buildings to create new access points without requiring private centers to assume facility debt or high rents while concurrently creating opportunities for training, workforce development, and access to services.

Q. Can subject matter experts such as local providers be included in the City's planning conversations?
A. Yes. The City held Childcare Summits to hear what was limiting access to childcare and how to address it and intends to continue engaging experts as a part of the planning process.

Q. Will this center serve the entire community to primarily nearby families?
A. It is too early to determine. Many families may come from the immediate geographic area, but the center is intended to support the entire community regardless of income, including private-pay, military, and voucher-eligible families.

RFP NO: 26-004
TITLE: ALICE WILLIAMS CHILDCARE

Dept.: CRA

PRE-BID ATTENDANCE SHEET

(11/21/2025, 9:00 A.M., 1015 N.W. Street)

NAME	COMPANY	MAILING ADDRESS INCLUDE CITY/STATE/ZIP	TELEPHONE/FAX	EMAIL
Douglas Brown	CAPC	2501 W. Wright St	850-438-4021	d.brown e of CAPC-Pensacola.
Shacondra Primm	Young Achievers Preschool	5836 Dandelion Ln Pensacola, FL 32526	8503616674	youngachievers Preschool@yahoo.com
Netisha Rodgers	A Top Notch Christian Academy	1240 North H st Pensacola Fl 32501	8507976825	atopnotchchristian academy@gmail







Alice S. Williams Daycare – 1015 N E St.

MARCH 23, 2026

FINANCIAL SERVICES
PURCHASING

MEMORANDUM

TO: Respondent to RFP #26-004, Alice S. Williams Childcare Community Action Program Committee, Inc.

FROM: Dedria Lunderman, Purchasing Manager

DATE: January 23, 2026

SUBJ: Notice of Intent to Award

Thank you for your proposal in response to the City's solicitation. After considering the information received, the committee has decided to recommend award of the contract to your firm.

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

Within five (5) business days of the issuance of this notice, any written notice of protest must be received by the City on or before 10:00 A.M. on January 29, 2026. Protests must be delivered to:

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

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

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

cc: Theresa Cserep – Education and Youth Programs Officer, City of Pensacola

Attachment (Matrix)

RFP NO. 26-004

ALICE S. WILLIAMS CHILDCARE

Selection Committee Meeting (01/22/2026)
Written Submittals Evaluation

FIRM *Raw Score*	Theresa Cserep	Andrea McKiven	Reba Smith	**TOTAL SCORE**
Community Action Program Committee, Inc.	97	98	95	290

Motion: Theresa Cserep made a motion to recommend award of the contract to Community Action Program Committee, Inc.

Second: Reba Smith

Vote: 3-0

GRANT AWARD AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Pensacola
UBMRAF87HQF5
23.s.aa.900.072

This Agreement is by and between the State of Florida, Department of State, hereinafter referred to as the "Department," and the City of Pensacola hereinafter referred to as the "Grantee."

The Grantee has been awarded an African-American Historical and Cultural Grant by the Department, grant number 23.s.aa.900.072 for the Project "Alice S. Williams Library Restoration Project," in the amount of $500,000 ("Grant Award Amount"). The Department enters into this Agreement and has the authority to administer this grant in accordance with Section 152 of the 2021-2022 General Appropriations Act and Section 197 of the 2022-23 General Appropriations Act.

Funding for this grant is provided by the federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program established by the American Rescue Plan, Pub. L. No. 117-2 (ARPA), as authorized by the Department of the Treasury. Federal funds disbursed under this program may only be used in compliance with ARPA, Treasury's regulations implementing the Act, applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable federal statutes, regulations, and executive orders. For additional information about the SLFRF program, see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number) 21.027.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose**. This grant shall be used exclusively for the "**Alice S. Williams Library Restoration Project**," the public purpose for which these funds were appropriated.

   a. The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to facilitate the restoration of the historic Alice S. Williams Library in Pensacola, Florida. Work items include ADA upgrades and improvements to restrooms; Demolish a non-historic for the expansion of the parking lot, including a minimum of one (1) ADA compliant spaces; replace HVAC system; roof repairs; upgrade fire and security system; repair electrical systems including wiring replacement and light fixtures; replace one (1) outdoor sign; hazardous materials survey/study; hazardous material abatement; replace flooring; repair interior finishes; repair interior six (6) doors; paint interior; repair exterior finishes; repair sidewalk; replace one (1) non-historic entrance door and two (2) no-historic windows with historically appropriate ones; and upgrade plumbing. Grant funds will also be used for professional architectural / engineering services.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

   b. The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount

1	Fixed Price	Provide one (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) copy of the Certificate of Completion for participation in the Grants Management Webinar demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	One (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) Certificate of Completion demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	$125,000
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	$125,000
3	Fixed Price	Complete and Submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	$125,000

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old) for the property and executed Restrictive Covenant filed with the County Clerk shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) copy of the executed Restrictive Covenant filed with the County Clerk; One (1) Single Audit Form; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	$125,000
Totals				**$500,000**

c. The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

d. Should grant expenditures vary from the budgeted grant amount for any line item in Attachment A (Estimated Project Budget) by more than 20%, the Grantee shall be required to submit a proposal for revision of the Estimated Project Budget with a written explanation for the reason(s) for deviation(s) from the original Estimated Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on July 1, 2021, and shall end June 30, 2023, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Department approves such extension. The Grantee's written request for such extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Department :
Harley Burgis
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Phone: 850.245.6393
Email: harley.burgis@dos.myflorida.com

For the Grantee:
Contact: Deana Stallworth
Address: 222 West Main Street Pensacola Florida 32502
Phone:
Email: DeStallworth@cityofpensacola.com

4. **Grant Payments.** All grant payments are requested online via https://dosgrants.com/ by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Department in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Department staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:

   a. All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
   b. All payments will be made in accordance with the completion of those Deliverables.

5. **Electronic Payments**. The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 issued by DFS is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit http://www.flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Department, as required, in advance of or with the executed Agreement.**

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Department to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement**. If changes are implemented without the Department's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

8. **Financial Consequences**. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

   a. Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state or federal funds.
   b. If the Grantee has spent less than the Grant Award Amount in state or federal funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state or federal dollars and the Grant Award Amount.
   c. The Division may reduce individual payments by 10% if the completed deliverable is not consistent with any applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at https://www.nps.gov/subjects/historicpreservation/standards.htm or applicable industry standards.

   The Department shall reduce total grant funding for the Project in direct proportion to any required match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Department any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

a) For all projects involving **development activities**, the following special conditions apply:

i. All project work shall be completed under the supervision of a licensed architect or licensed contractor.

ii. All project work affecting a Historic Property must be in compliance with the **Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation** available online at: https://www.nps.gov/subjects/historicpreservation/standards.htm.

iii. The Grantee shall provide photographic documentation of the Project activity. Guidelines regarding the photographic documentation are available online at https://dos.myflorida.com/historical/grants/special-category-grants/

iv. Architectural Services

A. All projects shall require contracting for architectural/engineering services.
B. The Grantee may request a waiver of this requirement from the Department if they believe that the architectural/engineering services are not needed for the Project. The Department shall make a recommendation to the Grantee after review of the proposed work.

v. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

A. Upon completion of **schematic design**;
B. Upon completion of **design development and outline specifications**; and
C. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.

vi. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

vii. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:

A. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.

B. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.

C. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.

D. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Division of Historical Resources, Bureau of Historic Preservation's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the

direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.

E. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code.*

b) For all projects involving **survey activities**, the following special conditions apply:

i. The Grantee shall submit survey contracts to the Department for review and approval prior to execution.

ii. A 1A-32 permit must be obtained from the Division of Historical Resources, Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Department, if applicable.

iii. For historical structure and archaeological surveys, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at https://dos.myflorida.com/historical/grants/small-matching-grants/. The survey report shall conform to *Chapter 1A-46, Florida Administrative Code*.

c) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program Grant Subrecipients must comply with the Federa Special Conditions contained in Attachment C.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

a. "This project is sponsored in part by the Department of State and the State of Florida." Any variation in this language must receive prior approval in writing by the Department.
b. All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Department as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work within six (6) months from the date of execution of this Agreement, except as allowed below.

a. Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Department. To be eligible for this extension, the Grantee must demonstrate to the Department that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.

b. Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Department. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via https://dosgrants.com/. If the Grant Period end date set forth in Section 2 is extended in accordance with the requirements of Section 7 and Section 15 of this Agreement, additional quarterly progress reports shall be submitted until the expiration of the Grant Period.

a. **First Project Progress Report** is due by July 15, 2022, for the period April 1 - June 30, 2022.

b. **Second Project Progress Report** is due by October 15, 2022, for the period July 1 September 30, 2022.

c. **Third Project Progress Report** is due by January 15, 2023, for the period October 1 - December 31, 2022.

d. **Fourth Project Progress Report** is due by April 15, 2023 for the period ending January 1 - March 31, 2023.

e. **Fifth Project Progress Report** is due by July 15, 2023, for the period ending April 1 - June 30, 2023.

f. **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Dateset forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, and 2 CFR Part 200.

13. Matching Funds. Grantee is not required to provide matching funds if the Grant Award Amount is equal to or less than $500,000. *However*, if the Grant Award Amount is greater than $500,000, Grantee is required to provide a 50% match of the amount above $500,000. The Grantee is responsible for any matching funds included in the budget in Attachment A, whether required or voluntary. The Grantee must submit documentation that the match requirements of this Agreement have been met and provide to the Department documentation evidencing expenses incurred to comply with this requirement.

14. Grant Completion Deadline. The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and any required matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.

15. Extension of the Grant Completion Deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6) months, unless the Grantee can clearly demonstrate extenuating circumstances: *provided, however,* that under no circumstances may this Agreement be extended beyond the period of performance for use of SLFRF funds, as set forth by the Department of the Treasury. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Department, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Department that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

16. Non-allowable Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures (grant and match) shall be in compliance with applicable federal and state statutes, regulations, the program guidelines, and this agreement. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and 2 CFR Part 200;
c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
d) Expenditures of state or federal financial assistance not in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019) and 2 CFR Part 200.
e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
f) For project activities directed at a Historic Property, expenditures for work not consistent with the applicable historic Preservation Standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at http://www.nps.gov/tps/standards.htm and nps.gov/history/local-law/arch_stnds_0.htm or applicable industry standards;

g) Costs for projects having as their primary purpose the fulfillment of Federal or State regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
h) Projects directed at activities or Real Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
i) Entertainment, food, beverages, plaques, awards or gifts;
j) Costs not documented in accordance with the provisions of the Grant Award Agreement;
k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement;
m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
p) Accessibility improvements for Religious Properties;
q) Parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits; or commercial projects (coffee shops, cafés, and gifts shops as part of the facility are allowable);
r) Furniture and equipment unnecessary to furnish and operate a new or improved facility as part of a Fixed Capital Outlay project. Specific prior approval must be granted by the Department for all expenditures for furniture and equipment;
s) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant assisted project);
t) Travel expenditures, including those of personnel responsible for items of work approved by the Department, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
u) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, the *Reference Guide for State Expenditures* and 2 CFR Part 200.

18. **Repayment**. All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: African-American Cultural and Historical Grant Program, Department of State, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. **Single Audit Act.** The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at https://dosgrants.com/. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. **Retention of Accounting Records**. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Department or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

22. **Obligation to Provide Public Access to Grant Records.** The Department reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Department 's Contract Manager for assistance if it receives a public records request related to this Agreement.

23. **Restrictive Covenants**. The Grantee and the Property Owner(s), if different, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to initial release of final payment. The Restrictive Covenants shall include at a minimum the following provisions:

    a. The Restrictive Covenants shall run with the title of the property, shall encumber the property and shall be binding upon the Grantee and the Property Owner(s), if different, and their successors in interest for ten (10) years from the date of the recordation of the Restrictive Covenants for projects involving improvements to Real Property.

    b. The Grantee and Property Owner(s) shall permit the Department to inspect the property at all reasonable times to determine whether the Grantee and Property Owner(s) are in compliance with the terms of the Restrictive Covenants.

    c. In the case of Historic Properties, the Grantee and Property Owner(s) shall maintain the property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

    d. In the case of Cultural Facilities, the Grantee and Property Owner(s) shall maintain the property as a building which is be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in Section 265.283(7), Florida Statute. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.

    e. The Grantee and Property Owner(s) agree that no modifications will be made to the property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department.

    f. The Restrictive Covenants shall contain the following amortization schedule of the repayment of grant funds, should the Grantee or Property Owner(s) or their successors in interest violate the Restrictive Covenants.

        i. Amortization Schedule for projects involving improvements to Real Property:
        If the violation occurs within the first five (5) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first five (5) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five (5).

    g. Other provisions as agreed upon by the Department and the Grantee.

24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.

25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

    a. The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

b. Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Department.

c. An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d. The name of the account(s) must include the grant award number;

e. The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

f. Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Availability of Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Department shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Department shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Department.

29. Liability. The Department will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Department.

a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Department harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
b. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
c. The Department shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
d. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws

and regulations of the local, state and federal law.

31. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, disability or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. **Breach of Agreement.** The Department will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. **Termination of Agreement.**

    a. Termination by the Department. The Department will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Department will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Department will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Department terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Department deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Department, with interest, within thirty (30) days after termination of this Agreement. The Department does not waive any of its rights to additional damages, if grant funds are returned under this Section.

    b. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

    c. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Department, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Department approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. **Required Procurement Procedures for Obtaining Goods and Services.**

    a. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Department for review and approval prior to execution of project contracts.

    b. Grantee's procurement standards must be consistent with 2 C.F.R. §§ 200.317 – 200.327, as applicable. All procurement

transactions for goods or services must be conducted in a manner providing full and open competition, consistent with the standards outlined in 2 C.F.R. §200.320, which allows for non-competitive procurements only in circumstances where at least one of the four applicable conditions provided are met; *provided, however*, that 2 C.F.R. §200.320(c)(4) is not applicable to SLFRF program awards.

37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Department of State.

39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101,*et seq*.), which is incorporated herein by reference.

42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. Entire Agreement. The entire Agreement of the parties consists of the following documents:

a. This Agreement
b. Estimated Project Budget (Attachment A)
c. Single Audit Act Requirements and Exhibit I (Attachment B)
d. Federal Special Conditions (Attachment C)
e. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment D)

In acknowledgment of this grant, provided from funds appropriated in the Florida FY2021-22 General Appropriation Act, the Florida FY2022-23 General Appropriation Act and the federal Coronavirus State Fiscal Recovery Fund (Public Law 117-2), I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:	Grantee:
By: _____	By: _____ Authorizing Official for the Grantee
Division Director _____ Division of _____	_____ Typed name and title
_____ Date	_____ Date

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Hazardous materials survey/study	$5,000	$0	$0
Architectural/engineering services	$45,000	$0	$0
ADA upgrades/improvements to building restrooms	$75,000	$0	$0
Demolish a non-historic for the expansion of the parking lot, including a minimum of one (1) ADA compliant spaces	$160,000	$0	$0
Replace HVAC system	$95,000	$0	$0
Minor roof repairs	$20,000	$0	$0
Upgrade fire and security system	$19,500	$0	$0
Repair electrical systems including wiring replacement and light fixtures	$15,500	$0	$0
Replace one (1) outdoor sign	$15,000	$0	$0
Abatement and remediation	$10,000	$0	$0
Replace flooring	$9,500	$0	$0
Repair interior finishes, six (6) doors, and paint interior	$9,500	$0	$0
Repair exterior finishes	$7,500	$0	$0
Repair sidewalk	$5,500	$0	$0
Replace one (1) non-historic entrance door and two (2) no-historic windows with historically appropriate ones	$5,000	$0	$0
Upgrade plumbing	$3,000	$0	$0
Totals	**$500,000**	**$0**	**$0**

ATTACHMENT B

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office *www.ecfr.gov*

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department of Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) http://www.leg.state.fl.us/

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

   A. The Department of State through the https://dosgrants.com/ grants management system.

   B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

      The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department of State through the https://dosgrants.com/ grants management system.

   B. The Auditor General's Office at the following address:

      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401

111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing number (formerly known as CFDA number) 21.027. $500,000

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 31 CFR Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

ATTACHMENT C

FEDERAL SPECIAL CONDITIONS

In addition to the terms and conditions contained in this agreement and the program guidelines generally applicable to grants awarded by the Department, African-American Cultural and Historical Grants, as federal pass-through grants, are also subject to additional federal requirements for use of SLFRF funds. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, Applicant Organizations should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects.

The following sections provide a general summary of compliance responsibilities under applicable federal statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients of SLFRF funds are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

Grantee, as a subrecipient of federal funds, should ensure they remain in compliance with all SLFRF Award Terms and Conditions.

1. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. As such, the Department will implement robust internal controls and effective monitoring of subrecipients to ensure compliance with the Cost Principles, which are important for building trust and accountability. SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

2. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

3. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds (as approved by the Department) must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

4. **Period of Performance.** All SLFRF funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.

5. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive

bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

6. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental or real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.

7. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting to the Department, for use in its required reporting to Treasury.

8. **SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.

9. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").

10. **Single Audit Requirements.** Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

11. **Civil Rights Compliance**. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

12. **General Federal Regulations.** Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101*et sequence.*

13. **Rights to Patents and Inventions Made Under a Contract or Agreement.** Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

14. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175).** Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

    i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    ii. Procure a commercial sex act during the period of time that the award is in effect; or
    iii. Use forced labor in the performance of the award or subawards under the award.

15. **Whistleblower Protection.** Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

    i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

    ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

    iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

16. **Notification of Termination (2 CFR § 200.340).** In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

17. **Additional Lobbying Requirements.**

    i. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

    ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601*et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

    iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this

Agreement for membership dues to any entity or organization engaged in lobbying activities.

18. **Compliance with Assurances.** Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

19. **Federal Reporting Requirements (FFATA).** Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

20. **2 CFR Part 200 Appendix 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

    i. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

    ii. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

    iii. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

    iv. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

    The Davis-Bacon Act requirements do not apply to projects funded solely with award funds from the SLFRF. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.

    v. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of

a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

viii. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

ix. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

x. Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xi. Prohibition on Certain Telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

A. Procure or obtain;

B. Extend or renew a contract to procure or obtain; or

C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

E. See Public Law 115-232, section 889 for additional information.

F. See also 2 CFR § 200.471.

xii. Domestic Preferences for Procurements.

A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ATTACHMENT D

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Name and Title of Authorized Representative

_____

Signature Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. 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 this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

File #: 26-499 Agenda Conference 5/11/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF GSA AREAWIDE PUBLIC UTILITY CONTRACT NO. 47PA0426D0009 FOR NATURAL GAS, ENERGY MANAGEMENT SERVICES, AND SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY

RECOMMENDATION:

That City Council approve GSA Areawide Public Utility Contract No. 47PA0426D0009 between the City of Pensacola dba Pensacola Energy and the United States of America for Natural Gas, Energy Management Services, and Services Provided Under the Appropriate Regulatory Authority. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this GSA Areawide Public Utility Contract consistent with the terms of the contract and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #7: Thriving Innovation & Businesses.

In previous years, Pensacola Energy has participated in energy conservation projects at Naval facilities within our franchise area through the terms and conditions of a Basic Ordering Agreement. The Navy has recently requested the use of an Areawide Contract as the procurement vehicle for natural gas, modifications to natural gas services, as well as future energy management services. The term of this contract will be for a period of ten years from the effective date.

No cost or funding is associated with this master contract.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

This contract would facilitate the opportunity for Pensacola Energy to generate revenue for the City.

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

3/30/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Darryl Singleton, Director of Pensacola Energy and Sanitation Services

ATTACHMENTS:

1. GSA Areawide Contract

PRESENTATION: No

GSA Areawide Public Utility Contract

For

Natural Gas, Energy Management Services, and Services Provided Under the Appropriate Regulatory Authority

Contract No. 47PA0426D0009

between the

United States of America

and

City of Pensacola dba Pensacola Energy

Franchised Service Areas in Florida

Negotiated Areawide Contract
No. 47PA0426D0009
between the
United States of America
And
Pensacola Energy

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Negotiated Areawide Contract
No. 47PA0426D0009
between the
United States of America
And

City of Pensacola

DBA Pensacola Energy

Preamble and Whereas Clauses

THIS AREAWIDE CONTRACT FOR Natural Gas, Energy Management Service and Services Provided Under the Appropriate Regulatory Authority is executed this 1ST day of May 2026 between the UNITED STATES OF AMERICA, acting through the Administrator of General Services (hereinafter referred to as the "Government"), pursuant to the authority contained in Section 201(a) of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. 501(b)(1), and, City of Pensacola dba Pensacola Energy, a corporation organized and existing under the laws of the State of **Florida** and having its principal office and place of business at 222 W Main Street, Pensacola FL 32502 (hereinafter referred to as the "Contractor"):

WHEREAS, the Contractor is a municipally owned natural gas utility company that is required by law to operate in compliance with the Federal Department of Transportation, Minimum Federal Safety Standards for Transportation of Natural and Other Gas by Pipeline (Part 192, Title 49, Code of Federal Regulations) and the Florida Public Service Commission (PSC) Rules and Regulations (Chapter 25, Gas Transmission and Distribution Safety). (hereinafter referred to as the "Commissions");

WHEREAS, the Contractor now has on file the City of Pensacola Code of Ordinances its effective Schedules of Rates and Charges

WHEREAS, with some exceptions, the Government is generally required by Chapter 1 of Title 48 of the Federal Acquisition Regulation (FAR), 48 CFR 41.204, to enter into a bilateral contract for Natural Gas services, Energy Management Service and/or Services Provided Under the Appropriate Regulatory Authority at each Federal facility where the value of the Services provided is expected to exceed the simplified acquisition threshold; and

WHEREAS, where the Government has an areawide contract in effect with a particular utility, then such service is normally to be procured thereunder; and

WHEREAS, the Contractor and the Government mutually desire that this Areawide Contract be used by the agencies of the Government in obtaining natural gas, energy management service and/or services provided under the Appropriate Regulatory Authority from the Contractor and to facilitate the potential partnering arrangements as encouraged and authorized by 10 U.S.C. 2911-2918 and 42 U.S.C. 8256; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

1.1. As used in this Areawide Contract, the following terms have the meaning as prescribed below:

(a) "**Agency**" means any Federal department, agency, or independent establishment in the executive branch of the Government, any establishment in the legislative or judicial branches of the Federal Government, or any wholly/mixed ownership Government corporation, as defined in the Government Corporation Control Act, a list of which Agencies may be found at ADM 4800.2E on the General Services Administration website.

(b) "**Appropriate Regulatory Authority**" means the Florida Public Service Commission and the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration.

(c) "**Areawide Contract**" means this master contract entered into between the Government and Contractor to cover the Service acquisitions of all Federal agencies in the franchised certificated service territory from Contractor for a period not to exceed ten (10) years.

(d) "**Authorization**" means an order form used to acquire Services under this Areawide Contract (see **Exhibit "A"** AUTHORIZATION FOR NATURAL GAS, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION AND/OR TERMINATION OF NATURAL GAS SERVICE **Exhibit "B"** AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, OR DISCONNECTION OF ENERGY MANAGEMENT SERVICE, **Exhibit "C"** AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY);

(e) "**Class of Service**" or "**Service Classification**" means those categories of service established in the City's Code of Ordinances.

(f) "**Connection Charge**" means a Contractor's charge for facilities on the Contractor's side of the delivery point which facilities (1) are required to make connections with the nearest point of supply and (2) are installed, owned, maintained, and operated by the Contractor in accordance with the Contractor's Tariffs, Contractor's Terms and Conditions, and the Commission's rules and regulations.

(g) "**Contractor's Tariffs**" means Pensacola Energy Utility Service Schedule of Rates and Charges as may be modified, amended or supplemented by the Contractor from time to time, and approved by the City Council where required.

(h) "**Contractor's Terms and Conditions**" for this Areawide Contract, means the additional terms, conditions, policies, procedures, payment terms and prices established by the Contractor for services subject to the oversight and regulation of the Commission that are not specifically set forth in the Contractor's Tariffs and that may be modified, amended, or supplemented by the Contractor from time to time and approved by the Commission where required.

(i) "**Natural Gas Service**" means regulated natural gas commodities, transmission, distribution, and/or related services.

(j) "**Energy Conservation Measure (ECM)**" means any specific energy or water related project or service intended to provide energy savings and/or demand reduction in Federal facilities (Reference Article 18 herein). (Energy Conservation Measure and Demand Side Management Measure are considered equivalent terms.)

(k) "**Energy Management Service (EMS)**" means any project or service (including any ECM) that is intended to reduce and/or manage energy demand or water use in a facility as well those services that determine whether such reductions are feasible (such as energy audits and any ancillary services necessary to ensure the proper operation of the energy or water conservation measure). Such projects and services also include, but are not limited to, operating, maintenance and commissioning services. To be considered an EMS, the project or service must satisfy all of the following requirements:

1. The EMS project or service must be designed to produce measurable energy or water use reductions, cost reductions, or measurable amounts of controlled energy and/or water use;
2. The EMS project or service must be directly related to the use of energy or water or directly control the use of energy or water;
3. The preponderance of work covered by the EMS project or service (measured in dollars) must be related to Items 1 and 2 above; and
4. The EMS project or service must be related to an improvement to real property or any action that is necessary to ensure the functionality of the EMS measure.

(l) "**Hazardous Materials**" means

i. those substances defined as "hazardous substances" pursuant to Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.);

ii. those substances designated as a "hazardous substance" pursuant to Section 311(b)(2)(A) or as a "toxic pollutant" pursuant to Section 307(a)(1) of the Clean Water Act (33 U.S.C. § 1251 et seq.);

iii. those substances defined as "hazardous materials" pursuant to Section 103 of the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.);
iv. those substances regulated as a "chemical substance or mixture" or as an "imminently hazardous chemical substance or mixture" pursuant to Section 6 or 7 of the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.);
v. those substances defined as "contaminants" pursuant to Section 1401 of the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), if present in excess of permissible levels;
vi. those substances regulated pursuant to the Oil Pollution Act of 1990 (33 U.S.C. § 2701 et seq.);
vii. those substances defined as a "pesticide" pursuant to Section 2(u) of the Federal Insecticide, Fungicide, and Rodenticide Act as amended by the Federal Environmental Pesticide Control Act of 1972 and by the Federal Pesticide Act of 1978 (7 U.S.C. § 136 et seq.);
viii. those substances defined as a "source", "special nuclear" or "by-product" material pursuant to Section 11 of the Atomic Energy Act of 1954 (42 U.S.C. § 2011 et seq.);
ix. those substances defined as "residual radioactive material" in Section 101 of the Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. § 7901 et seq.);
x. those substances defined as "toxic materials" or "harmful physical agents" pursuant to Section 6 of the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.);
xi. those substances defined as "hazardous air pollutants" pursuant to Section 112(a)(6), or "regulated substance" pursuant to Section 112(ra)(2)(B) of the Clean Air Act (42 U.S.C. § 7401 et seq.);
xii. those substances defined as "extremely hazardous substances" pursuant to Section 302(a)(2) of the Emergency Planning & Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.);
xiii. those other hazardous substances, toxic pollutants, hazardous materials, chemical substances or mixtures, imminently hazardous chemical substances or mixtures, contaminants, pesticides, source materials, special nuclear materials, by-product materials, residual radioactive materials, toxic materials, harmful physical agents, air pollutants, regulated substances, or extremely hazardous substances defined in any regulations promulgated pursuant to any environmental law, and
xiv. all other contaminants, toxins, pollutants, hazardous substances, substances, materials and contaminants, polluted, toxic and hazardous materials, the use, disposition, possession or control of which is regulated by one or more laws.

(m) "**Hazardous Wastes**" means those substances defined as "hazardous waste" pursuant to Section 1004(5) of the Resource, Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), and those other hazardous wastes defined in any regulations promulgated pursuant to any environmental law.

(n) **"Ordering Agency"** means any Agency that enters into a bilaterally executed Authorization for procurement of **Natural Gas Service, Energy Management Service and/or Services Provided Under the Appropriate Regulatory Authority** under this Areawide Contract.

(o) "**Service(s)**" means any Electric Service, Natural Gas, ECM, EMS, and/or other service available from the Contractor pursuant to Contractor's Tariff, Contractor's Terms and Conditions, or as otherwise set forth in an Authorization.

(p) "**Termination Authorization**" means an order form used to discontinue or disconnect Services under this Areawide Contract (see **Exhibit "A"** AUTHORIZATION FOR NATURAL GAS, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION AND/OR TERMINATION OF NATURAL GAS SERVICE **Exhibit "B"** AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, OR DISCONNECTION OF ENERGY MANAGEMENT SERVICE, **Exhibit "C"** AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY);

1.2. This Article is hereby expanded to include the additional definitions contained in FAR 52.202-1, Definitions (June 2020), which are incorporated herein by reference.

ARTICLE 2. SCOPE AND DURATION OF CONTRACT

2.1. This Areawide Contract shall be in effect on and after the 1ST May 2026 ("**Effective Date**"), and shall continue for a period of ten (10) years thereafter ("Term"), except that the Government, pursuant to the clause contained in FAR 52.249-2, incorporated into this Areawide Contract under Article 14.1, or the Contractor, upon sixty (60) days written notice to the Government, and without liability to the Government or any Ordering Agency, may terminate this Areawide Contract, in whole or in part, when it is in their respective interest to do so, provided, however, that neither

the stated duration of this Areawide Contract nor any other termination of it, in whole or in part, pursuant to such incorporated clause, this Article 2.1, or otherwise, shall be construed to affect any obligation for any payment, charge, rate, or other matter that may be imposed pursuant to the Contractor's Tariffs, Contractor's Terms and Conditions, or in any Authorization entered into pursuant to this Areawide Contract.

2.2. Authorizations may be executed under this Areawide Contract at any time during the Term of this Areawide Contract, up to and including the last date this Areawide Contract is effective. The term of any Authorization executed under this contract may be for a term of up to ten (10) years, which term may extend beyond the Term of this Areawide Contract. Authorizations executed pursuant to the authority under 42 U.S.C. Section 8256 may be for a term of up to 25 years, as long as the other requirements of this Section are met, and the term may extend beyond the Term of the Areawide Contract. Termination, modification or expiration of the Areawide Contract shall not affect in any way any Authorizations previously entered into under this Areawide Contract.

2.3. The provisions of this Areawide Contract shall not apply to the Contractor's Service to any Agency until both the Ordering Agency and the Contractor execute a written Authorization for Natural Gas, Energy Management Service and/or Services Provided Under the Appropriate Regulatory Authority. After both the Ordering Agency and Contractor have signed the Authorization, the Contractor agrees to furnish to the Ordering Agency, and the Ordering Agency agrees to purchase from the Contractor, the Services described in the Authorization for the installation(s) or facility(ies) named in the Authorization.

2.4. Nothing in this Areawide Contract shall be construed as precluding the Ordering Agency and the Contractor from entering into an Authorization for negotiated rates or Service of a special nature, provided such negotiated rates or service are in accordance with the rules and regulations of the Commission, if applicable.

2.5. This Areawide Contract may be used by an Ordering Agency to obtain any Services that are offered by Contractor. Services provided under this Areawide Contract may not be supplied in a manner inconsistent with applicable law or applicable regulations.

2.6. To facilitate an Ordering Agency obtaining services under Contractor's Tariffs, an Exhibit "C", Authorization for Provision of Services Provided Under the Appropriate Regulatory Authority, has been included in this Areawide Contract. This Authorization is designed to be used by an Ordering Agency when a change requested by the Ordering Agency to Contractor's Tariffs or Terms and Conditions is necessary, and if required, has been approved by the Appropriate Regulatory Authority.

ARTICLE 3. EXISTING CONTRACTS

3.1. The parties agree that an Agency currently acquiring Service from the Contractor under a separate written contract may continue to do so until that contract expires or until such time as the Agency and the Contractor mutually agree to terminate that separate written contract and have such Service provided pursuant to this Areawide Contract by executing an appropriate Authorization or Authorizations.

3.2. Existing special rates and services of a special nature currently provided under a separate written contract may be continued under the Authorizations described in Article 3.1 if requested by the Ordering Agency and agreed upon by the Contractor.

ARTICLE 4. AUTHORIZATION PROCEDURE AND SERVICE DISCONNECTION

4.1. To obtain or change Service under this Areawide Contract, the Ordering Agency shall complete the appropriate Authorization and forward it to the Contractor. Upon the request of the Ordering Agency, the Contractor shall endeavor to provide reasonable assistance to the Ordering Agency in selecting the Service Classification which may be most favorable to the Ordering Agency. Upon execution of an Authorization by both the Contractor and the Ordering Agency, the date of initiation or change in Service shall be effective as of the date specified in the Authorization. In the event a date is not specified in the Authorization as the effective date, the later date on which the Authorization was signed by the Ordering Agency, or the Contractor shall be the effective date of the Authorization. An executed copy of the Authorization shall be transmitted by the Ordering Agency to GSA at the address provided in Article 16.1.

4.2. During the Term of this Areawide Contract, effective Authorizations need not be amended, modified, or changed by an Ordering Agency to reflect changes in accounting and appropriation data, the requirements of Contractor's Tariff, Contractor's Terms and Conditions, the Contractor's cost of purchased fuel, or the estimated annual cost of Service. Such changes are considered internal to the party involved. Where changes are required in effective Authorizations because of a change in the Service requirements of an Ordering Agency, an amended Authorization shall be mutually agreed upon and executed.

4.3. An Ordering Agency or the Contractor may discontinue Service provided pursuant to this Areawide Contract to a particular Federal facility or installation by delivering a written Termination Authorization to the other. Such

discontinuance of Service by an Ordering Agency or the Contractor shall be in accordance with the terms of this Areawide Contract and the Contractor's Tariff, Contractor's Terms and Conditions, or as otherwise provided under a particular Authorization.

4.4. In the event the Areawide Contract is not renewed at the expiration of the contract term, any active Authorizations for services shall be controlled by the Areawide Contract terms and conditions in effect at the time of award.

4.5 The Contracting Officer of the Authorization shall review the clauses in Article 14 and include the relevant clauses in the Authorization before forwarding to the Contractor for review.

ARTICLE 5. RATES, CHARGES, AND PUBLIC REGULATION

5.1. A complete listing of all Contractor's Tariffs, as amended, supplemented, modified and revised from time to time, is available to the Government and any Ordering Agency electronically at the Contractor's website accessible via http://www.cityofpensacola.com

5.2. Subject to the provisions of Article 2.3, all Natural Gas, Energy Management Service and/or Services Provided Under the Appropriate Regulatory Authority purchased under this Areawide Contract, as well as any other actions taken under this Areawide Contract shall be in accordance with, and subject to, the Contractor's Tariffs, Contractor's Terms and Conditions, and any other terms and conditions set forth in an Authorization, except to the extent that the same are preempted by Federal law. Throughout the Term of the Areawide Contract, the Government shall have full access to the Contractor's currently effective Tariffs. In the event the Contractor's Tariffs become inaccessible via the internet or the Ordering Agency does not have access to the internet, the Contractor agrees to provide newly effective or amended Tariffs in accordance with the Contractor's Tariff distribution practices, policies and procedures applicable to other customers.

5.3. If, during the Term of this Areawide Contract, the City approves a change in rates for Services obtained under an Authorization in effect hereunder, the Contractor agrees to continue to furnish, and the Ordering Agency agrees to continue to pay for, those Services at the newly approved rates from and after the date such a rate change is made effective. As provided in Article 4.2, modification of any Authorization hereunder is not necessary to implement higher or lower rates.

5.4. The Contractor hereby represents and warrants to the Government that the Service rates available to any Ordering Agency for services subject to the oversight and regulation of the Commission hereunder shall at all times not exceed those available to any other customer served under the same Service Classification for the same or comparable service, under like conditions of use. Nothing herein shall require the Contractor to apply a Service rate that is inapplicable to the Ordering Agency.

5.5. Reasonable written notice via an Authorization shall be given by the Ordering Agency to the Contractor, at the address provided in Article 16.2, of any material changes proposed in the volume or characteristic of Services required by the Ordering Agency.

5.6. To the extent required by the Contractor's Tariffs, the Contractor's Terms and Conditions, or any other terms and conditions set forth in an Authorization, and in accordance therewith, any necessary extension, alteration, relocation, or reinforcement of the Contractor's transmission and/or distribution lines, related special facilities, service arrangements, Energy Management Services (including any rebates to which the Ordering Agency may be entitled), energy audit services, or other Services required or requested by an Ordering Agency shall be provided and, as applicable, billed for, by the Contractor. To the extent available from the Contractor, the Contractor shall provide and, as applicable, bill for such technical assistance on or concerning an Ordering Agency's equipment (such as the inspection or repair of such equipment) as may be requested by such Ordering Agency. The charges for such technical assistance shall be calculated at the time the technical assistance is rendered, in accordance with the Contractor's applicable billing schedule in effect at the time the technical assistance is rendered (except as otherwise mutually agreed upon by the Contractor and the Ordering Agency in writing), and the assistance shall comply with Contractor's Tariffs, Contractor's Terms and Conditions, and any other terms and conditions set forth in an Authorization, as applicable. The Authorization used to obtain and provide the matters, Services, or technical assistance described in this Article 5.6 shall contain information descriptive of the matters, Services, or technical assistance required or requested, including the amount of (or method to determine) any payment to be made by the Ordering Agency to the Contractor for the provision of said matters, Services, or technical assistance.

5.7. Any charges for matters or Services referenced in Article 5.6 hereof which are not established by the Contractor's Tariffs and Contractor's Terms and Conditions shall be subject to audit by the Ordering Agency for a period of one (1)

year after the provision of matters or services rendered. Payment for the matters and Services referenced in Article 5.6 thereof shall not be unreasonably withheld or denied.

5.8. The requirements of the Disputes clause at FAR 52.233-1 are supplemented to provide that matters involving the interpretation of Contractor's Tariffs are subject to the jurisdiction and regulation of the utility rate commission having jurisdiction.

ARTICLE 6. BILLS AND BILLING DATA

6.1 The Natural Gas services, Energy Management Service and/or Services Provided Under the Appropriate Regulatory Authority supplied hereunder shall be billed to the Ordering Agency at the address specified in each Authorization. Bills shall be submitted in original only, unless otherwise specified in the Authorization. All bills shall contain such data as is required by the Commission to substantiate the billing and such other reasonable and available data as may be requested by the Ordering Agency, provided that such other data are contained in bills provided to other customers of the Contractor served under the same Service Classification as the Ordering Agency.

ARTICLE 7. PAYMENTS FOR SERVICES

7.1. The Ordering Agency shall affect payment of all bills for Services rendered under this Areawide Contract in accordance with the currently effective payment terms of Contractor's Tariffs, Contractor's Terms and Conditions and any other payment terms and conditions set forth in an Authorization.

7.2. The Ordering Agency will make invoice payments for Services not subject to the direct oversight or approval of the Commission in accordance with the provisions of the FAR 52.232-25. The interest rate for late or under payments made pursuant to this clause shall be computed in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

7.3. Payments hereunder shall not normally be made in advance of services rendered in accordance with FAR 32.4, unless required by the Contractor's Tariffs or Contractor's Terms and Conditions as approved by the Commission. The applicability of this provision is generally limited to Connection Charge and line extension payments specifically cited and provided for in the Contractor's Tariff.

ARTICLE 8. CONTRACTOR-OWNED METERS

8.1. Metering equipment of standard manufacture suitable to measure all applicable Services supplied by the Contractor hereunder shall be furnished, installed, calibrated and maintained by the Contractor at its expense. In the event any meter fails to register or registers incorrectly, as determined by the regulations and proceedings of the Commission, billing adjustments shall be made in accordance with such regulations and proceedings.

8.2. The Contractor, so far as possible, shall read all meters in accordance with the Contractor's Tariffs and the Commission's regulations.

8.3. Meters shall be inspected upon installation in accordance with the Contractor's Tariffs and the Commission's regulations. Subsequent inspection, periodic testing, repair, and replacement of meters shall be done in such place and manner as provided by Contractor's Tariffs and the Commission's regulations. Upon notice that a meter is failing to register correctly, the Contractor shall take steps to effect replacement or repair in accordance with approved regulatory requirements. Ordering Agencies shall have the right to request a meter test in accordance with the procedures prescribed in the Contractor's Tariffs and Commission's regulations. The tests and applicable meter accuracy standards are those set forth in the Contractor's Tariffs and the Commission's regulations. The expense of meter tests shall be borne by the party designated as responsible therefore in the Contractor's Tariffs and the Commission's regulations.

8.4. For the purposes of Article 8, references to meters shall apply only to Contractor-owned metering devices installed and maintained by the Contractor in accordance with the Contractor's Tariffs and the Commission's regulations. References to meters under this Article shall not apply to meters that are to be installed by the Contractor at the request of an Ordering Agency, to be owned by the Government as a part of an Authorization for Energy Management Service or other service unregulated by the Commission.

ARTICLE 9. EQUIPMENT AND FACILITIES

9.1. Subject to the provisions of Article 5.6 hereof, the responsibility for owning, furnishing, installing, and maintaining all equipment and facilities (other than meters) required to supply service at the delivery point(s) specified in an

Authorization shall be determined in accordance with the Contractor's Tariffs and the Contractor's Terms and Conditions. The Ordering Agency shall provide, free of charge to the Contractor, mutually agreeable locations on its premises for the installation of meters and such other equipment furnished and owned by the Contractor and necessary to supply Service hereunder. The Contractor shall, at all times during the Term of this Areawide Contract, operate and maintain at its expense such equipment or facilities as for which it has responsibility in accordance with this Article 9.1. Notwithstanding anything to the contrary in FAR 52.241-5 (Contractor's Facilities (FEB 1995), to the extent required by the Contractor's Tariffs, Contractor's Terms and Conditions or any other terms and conditions set forth in an Authorization, and in accordance thereof, such equipment and facilities for which the Contractor has responsibility in accordance with this Article 9.1 may be removed or abandoned in place by Contractor. In both cases, the Agency's premises shall be restored by the Contractor at its expense within a reasonable time after discontinuance of service to the Ordering Agency.

9.2. All necessary rights-of-way, easements and such other rights necessary to permit the Contractor to perform under this Areawide Contract shall be obtained and the expense for same borne in accordance with the Contractor's Tariffs, Contractor's Terms and Conditions, the Commission's rules and regulations, or any other terms and conditions set forth in an Authorization.

ARTICLE 10. LIABILITY

10.1. If the Government and/or an Ordering Agency has limited or restricted the Contractor's right of access under Article 11 and thereby interfered with the Contractor's ability to supply service or to correct dangerous situations which are a threat to public safety, the Government shall be responsible for any liability resulting from such restricted or limited access to the extent permitted by law and authorized by appropriations. This Article 10.1 shall not be construed to limit the Government's liability under applicable law.

10.2. The Contractor's liability to the Government and to any Ordering Agency for any failure to supply Service, for any interruptions in Service, and for any irregular or defective Service shall be determined in accordance with the Contractor's Tariffs, Contractor's Terms and Conditions, or any other terms and conditions set forth in an Authorization, as applicable.

10.3. Except as provided in this Areawide Contract, and in accordance with the Contractor's Tariffs, Contractor's Terms and Conditions, or any other terms and conditions set forth in an Authorization, the Government shall not be liable for damage or injury to any person or property, including death, occasioned solely by the Contractors, its employees' or agents' negligent installation and use, operation or intentional misuse of the Contractor's equipment or facilities.

10.4. In accordance with and to extent provided for in the Contractor's Tariffs, Contractor's Terms and Conditions, or any other terms and conditions set forth in an Authorization, neither the Contractor nor its employees, representatives, agents, or independent contractors shall be liable for damage or injury to any person or property, including death, occasioned solely by the negligent installation, use, operation or intentional misuse of Contractor's equipment or facilities by the Government, its employees, agents, representatives, or independent contractors.

10.5. The Contractor shall not be liable for incidents arising out of or in any way connected with the violation of or compliance with any local, state or federal environmental law or regulation resulting from pre-existing conditions at a Government job site, release or spill of any pre-existing Hazardous Materials or Hazardous Waste, or the management and disposal of any pre-existing contaminated soils or ground water, hazardous or non-hazardous, removed from the ground or otherwise disturbed as a result of work performed by the Contractor.

10.6. To the extent permitted by applicable law and regulations, the Government agrees to accept full responsibility for and bear all costs associated with pre-existing environmental liability. Responsibility for testing, abatement, remediation, and/or disposal of Hazardous Material, including, but not limited to, contaminated soil, contaminated groundwater and contaminated surface water and storm water resulting from contact with pre-existing Hazardous Material, lead paint, asbestos, polychlorinated biphenyls, petroleum, or underground petroleum tanks, shall remain with the Government. Where there is reason to suspect that Hazardous Material is present at the work site, or where Hazardous Material is encountered during the course of work being performed, the Contractor shall stop work, notify the Contracting Officer and the identified Contracting Officer's Representative (COR) of the relevant Authorization, and request that the Government test the work site for such Hazardous Material and appropriately abate and dispose of such Hazardous Material. Once the work site has been cleared of all Hazardous Material, the Contractor shall resume work in that area.

ARTICLE 11. ACCESS TO PREMISES

11.1. The Contractor and its employees, agents, representatives, and independent contractors, if any, shall have access to the premises served at all reasonable times during the Term of this Areawide Contract and of any Authorization executed under this Areawide Contract and for a reasonable period of time following its expiration or termination, whichever occurs earliest, to perform certain work, which shall include but not be limited to the following: for the purpose of reading meters, making installations, repairs, or removals of the Contractor's equipment, or for any other proper purposes hereunder provided, however, that proper military or other governmental authority may limit or restrict such right of access in any manner considered by such authority to be reasonably necessary or advisable. However, any such limitation or restriction shall preclude the Contractor's ability to complete all work incidents prior to the termination or expiration of this Areawide Contract.

ARTICLE 12. PARTIES OF INTEREST

12.1. This Areawide Contract shall be binding upon and inure to the benefit of the successors, legal representatives, and assignees of the respective parties hereto.

12.2. When the Contractor becomes aware that a change in ownership or company name has occurred, the Contractor shall endeavor to notify the Contracting Officer at the address provided in Article 16.1 not later than thirty (30) days after the effectiveness of any such ownership or name change. "Change in ownership" for purposes of this Areawide Contract mean a sale of more than fifty percent of the outstanding voting stock of the Contractor. In the event the Contractor fails to make the notification required by this Article 12.2, the Government cannot guarantee the timely payment of outstanding invoices in accordance with the provisions of Article 7.1; however, the Government shall be responsible for all payments related to the Services provided by the Contractor hereunder.

ARTICLE 13. REPRESENTATIONS AND CERTIFICATIONS

13.1. This Areawide Contract incorporates by reference the representations and certifications made by the Contractor which shall be filed annually electronically at https://www.sam.gov.

13.2. Contractor represents that the following persons (or their applicable successors or delegates) are currently authorized to negotiate and/or execute (as indicated) on its behalf with the U.S. Government in connection with this Areawide Contract, including any Authorizations executed under this Areawide Contract:

(a) Name: Mr. D.C. Reeves
Title Mayor
Email: mayor@cityofpensacola.com
Phone: (850) 435-1604

(b) Name: Mr. David Stafford
Title City Administrator
Email: DStafford@cityofpensacola.com
Phone: (850) 435-1631

Contractor reserves the right to amend the above-list of persons at any time by delivering written notice to the Government at the address provided in Article 16.1.

ARTICLE 14. SUPPLEMENTAL CLAUSES

14.1. **52.252-2** Clauses Incorporated by Reference. (FEB 1998)

This Areawide Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at https://www.acquisition.gov

	FAR/GSAR REF	Federal Acquisition Regulation
1.	52.202-1	DEFINITIONS (JUN 2020)
2.	52.203-3	GRATUITIES (APR 1984)
3.	52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
4.	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)

5. 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
6. 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
7. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2024)
8. 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
9. 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
10. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).
11. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (Jan 2025).
12. 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)
13. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)
14. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025)
15. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
16. 52.222-36 EQUAL OPPOPRTUNITIES FOR WORKERS WITH DISABILITIES (JUN 2020)
17. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
18. 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
19. 52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2025)
20. 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2025)
21. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
22. 52.232-25 PROMPT PAYMENT (JAN 2017)
23. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
24. 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
25. 52.233-1 DISPUTES (NOV 2025)
26. 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (NOV 2025)
27. 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
28. 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025)
29. 52.240-92 SECURITY REQUIREMENTS (NOV 2025)
30. 52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2025)
31. 52.241-2 ORDER OF PRECEDENCE—UTILITIES (FEB 1995)
32. 52.241-4 CHANGE IN CLASS OF SERVICE (FEB 1995)
33. 52.241-5 CONTRACTOR'S FACILITIES (FEB 1995)
34. 52.241-6 SERVICE PROVISIONS (FEB 1995)
35. 52.241-8 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR UNREGULATED SERVICES (FEB 1995)
36. 52.242-13 BANKRUPTCY (JULY 1995)
37. 52.243-1 CHANGES—FIXED PRICE (JUN 2025)
38. 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2025)
39. 52.249-2 TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APRIL 2012)
40. 552.241-70 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR OR QUARTER (AUG 2010)
41. 552.241-71 DISPUTES (UTILITY CONTRACTS) (AUG 2010)

14.2 Unregulated Services.

Pursuant to this Areawide Contract, the Contractor may provide energy related services that are not subject to rate and tariff regulations by the Commissions under a pre-approved alternative (FAR 52.241-8) that demonstrates the Contractor will provide these services under terms and conditions that are competitive and otherwise in the best interests of the Ordering Agency. If, as demonstrated by the Ordering Agency, the conditions for use of this pre-approved alternative cannot be satisfied, then the Ordering Agency should consider the requirement of the Competition in Contracting Act of 1984 and the extent to which a competitive acquisition process is required to select and award a contract for these unregulated services. If an Authorization under this Areawide Contract is utilized, the prices and terms and conditions for unregulated services offered by the Contractor shall be negotiated subject to the requirements of FAR 41.5, subject to the general requirements of FAR 52.241-8.

14.3 Repeal of Clauses During Term of Areawide Contract.

If, during the Term of this Areawide Contract, any of the clauses contained in this Article are repealed, revoked, or dissolved by the Government, then such clauses shall no longer be part of this Areawide Contract as of the date of such repeal, revocation, or dissolution. The elimination of these clauses by reason of such repeal, revocation, or dissolution shall not affect the continuing validity and effectiveness of the remainder of this Areawide Contract or other

clauses referenced in this Article. The parties' conduct thereafter shall be modified accordingly and reflect the repeal, revocation, or dissolution as related to their respective rights and obligations hereunder.

14.4 Clauses Incorporated in Full Text.

52.216-18 Ordering.

As prescribed in 16.506(a), insert the following clause:

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 May 2026 through 30 April 2036.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations.

As prescribed in 16.506(b), insert a clause substantially the same as follows:

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than the Simplified Acquisition Threshold the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of *50 M* ;

(2) Any order for a combination of items in excess of *50M* ; or

(3) A series of orders from the same ordering office within *5* days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within *5* days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-20 Definite Quantity.

As prescribed in 16.506(c), insert the following clause:

Definite Quantity (Oct 1995)

(a) This is a definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.

(b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 April 2036.

(End of clause)

52.241-3 Scope and Duration of Contract.

As prescribed in 41.501(c)(2), insert a clause substantially the same as the following:

Scope and Duration of Contract (Feb 1995)

(a) For the period of 10 Years the Contractor agrees to furnish and the Government agrees to purchase available utility services in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(c) The Contractor shall provide the Government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.

(d) The Contractor shall be paid at the applicable rate(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.

(End of clause)

52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give GSA and each Areawide Contract customer with annual billings that exceed $250,000 consistent with FAR 41.501(d)(1) written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and (2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the

effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of clause)

14.5 State Taxes.

The contract price excludes all state and local taxes levied on or measured by the Areawide Contract or sales price of the Services or completed supplies furnished under this Areawide Contract. The Government agrees either to pay the amount of the state or local taxes to the Contractor or provide evidence necessary to sustain an exemption from such taxes.

ARTICLE 15. SMALL BUSINESS SUBCONTRACTING PLAN

15.1. Attached hereto and made a part hereof by reference is a SUBCONTRACTING PLAN FOR SMALL BUSINESS CONCERNS, SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY & ECONOMICALLY DISADVANTAGED INDIVIDUALS, HUB ZONE BUSINESS CONCERNS, WOMAN OWNED SMALL BUSINESS CONCERNS, VETERAN-OWNED SMALL BUSINESSES CONCERNS AND DISABLED VETERAN-OWNED BUSINESSES negotiated between the Contractor and the Government, which is applicable on a company wide basis pursuant to the requirements of Section 211 of P.L. 95-507, as amended (15 U.S.C. 637(d)). The Contractor expressly understands that this subcontracting plan is an annual plan and hereby agrees to submit a new subcontracting plan by November 30th of each year during the Term of this Areawide Contract.

15.2. Information and announcements concerning current developments in the GSA Small Business Subcontracting Program are available on the GSA Energy Division web site accessible via http://www.gsa.gov/energy.

ARTICLE 16. NOTICES

16.1. Unless specifically provided otherwise, all notices required to be provided to the Government under this Areawide Contract shall be mailed to: U. S. General Services Administration, PBS, Office of Facilities, Energy Division (PMA), 1800 F Street, NW, Washington, DC 20405 or via email at utilities@gsa.gov.

16.2. All inquiries and notices to the Contractor regarding this Areawide Contract shall be mailed to: DStafford@cityofpensacola.com via email or to such other person as the Contractor may hereafter designate in writing.

16.3. The Ordering Agency shall provide GSA with a copy of all fully executed Exhibits including any applicable attachments at the address provided in Article 16.1.

ARTICLE 17. REPORTING

17.1. The Contractor shall provide, as prescribed and directed by the Contracting Officer, an annual report on Subcontracting Plan Achievements, in accordance with the approved subcontracting plan for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals by October 30th of each year during the Term of this Areawide Contract. The report shall be submitted electronically utilizing the Small Business Administration's Electronic Subcontracting Reporting System. The website address of system can be found at http://www.esrs.gov.

ARTICLE 18. UTILITY ENERGY SERVICE CONTRACTS

18.1. Utility Energy Service Contracts (UESC): Federal agencies are authorized under 42 U.S.C. § 8256 (c)(1) to enter into UESCs. A UESC is a limited-source acquisition between a federal agency and an eligible serving utility ("Contractor") for energy management services that generate savings from the implementation of energy and water conservation measures (collectively referred to as ECMs). The Department of Defense's authority to enter into UESC contracts under either 10 USC §2913 (for gas and electric utilities) or 10 USC §2866 (for water utilities).

18.2. UESC Eligibility and Contractor's Responsibilities under this Areawide Contract:

(a) The Contractor is not eligible to provide UESCs to federal facilities under this Areawide Contract unless the facility is located within a geographic area that the Contractor is authorized to provide services.

(b) The work that is to be performed under the Authorization for a UESC shall be limited to work resulting in a direct reduction in energy or water usage or cost (see Article 1.1) and any modifications or repairs (including energy consuming devices and required support structures) that are necessary as a direct result of the installation of the ECM.

(c) Unless otherwise provided by law, the total savings generated by the ECMs over the term of the contract must equal or exceed the total task order value.

18.3. Statutory Requirements for Implemented Measures: Under 42 U.S.C. § 8253 (f)(5) federal agencies are required to follow-up on any implemented ECMs as follows:

> *(A) equipment, including building and equipment controls, is fully commissioned at acceptance to be operating at design specifications;*
>
> *(B) a plan for appropriate operations, maintenance, and repair of the equipment is in place at acceptance and is followed;*
>
> *(C) equipment and system performance is measured during its entire life to ensure proper operations, maintenance, and repair; and*
>
> *(D) energy and water savings are measured and verified.*

18.4. Annual Scoring of UESCs: UESC's that meet the definition of "Energy Management Service" ("EMS") prescribed in Article 1.1 of this Areawide Contract, and which follow the guidance prescribed in OMB Memoranda M-12-21 and M-98-13, may be scored for budgetary purposes by the Ordering Agency(ies) on an annual basis if the UESC requires:

(1) energy savings performance assurances or guarantees of the savings to be generated by improvements, which must cover the full cost of the Federal investment for the improvements;
(2) measurement and verification (M& V) of savings through commissioning and retrocommissioning; and
(3) competition or an alternatives analysis as part of the selection process prior to entering into a UESC.

18.5. Performance Assurance and Savings Guarantees: In accordance with OMB Memorandum 12-21, a UESC must include performance assurances, or a savings guarantee, or both. All performance assurance activities are established in a Performance Assurance Plan which is a detailed set of project specific, actionable protocols that define important tasks and responsibilities throughout the contract term. They are developed to reflect the site conditions, agency capabilities, operations and maintenance requirements and complexities of the planned ECMs.

The Ordering Agency and Contractor may include savings guarantees for one or all ECMs under a task order for a part of, or the entire performance period. More details can be found in the Federal Energy Management Program's (FEMP) Performance Assurance Planning webpage.

18.6. Commissioning: As required under 42 U.S.C. § 8253, all implemented ECMs shall be fully commissioned at acceptance to be operating at design specifications. More details can be found at FEMP's Commissioning in Federal Buildings resource webpage.

18.7. Measurement and Verification: As required under 42 U.S.C. § 8253, for all implemented ECMs, the Ordering Agency shall ensure that energy and water savings are measured and verified. More details can be found at FEMP's Measurement and Verification for Federal Energy Saving Performance Contracts resource webpage.

18.8. Subcontracting: The Contractor shall have the right to enter into a subcontract with a third-party Energy Service Company ("ESCO"), which shall include unregulated affiliates of the Contractor, to perform the project development and project management functions under the EMS Authorization. The Contractor or any such ESCO designated by Contractor may perform any or all of the ECMs requested by an Ordering Agency through subcontractors, (each an "ECM Subcontractor"). ECM Subcontractors shall be competitively selected in accordance with FAR 52.244-5 (ECM Subcontractor selection shall be based on cost, experience, past performance and other factors as Contractor and the Ordering Agency may mutually deem appropriate and reasonably related to the Government's minimum requirements. Upon request by the Ordering Agency, the Contractor shall make available to the Contracting Officer all documents related to the selection of an ECM Subcontractor. In no event shall the service be provided by an ECM Subcontractors listed as excluded from Federal Procurement Programs maintained by GSA pursuant to FAR 9.404.

18.9. Warranties: For all EMS Authorizations, it is desirable to have a warranty clause that addresses the specific needs and requirements of the work being performed and equipment that is to be provided by the Contractor. The

task order should document how the warranties relate to the maintenance and repair requirements. In addition, in the absence of a warranty clause in the Authorization, the following language will serve as the default clause:

> The Contractor shall pass through to the Ordering Agency all warranties on equipment installed or provided by it or its subcontractors on Government property with the following representation:
>
> Contractor acknowledges that the United States of America will own or lease the equipment and/or materials being installed or supplied hereunder, and, accordingly, agrees that all warranties set forth herein, or otherwise provided by law in favor of the company shall inure also to the benefit of the United States and that all claims arising from any breach of such warranties or as a result of defects in or repairs to such equipment or supplies may be asserted against contractor or manufacturer directly by the United States of America.

18.10. Reporting Requirements: Agencies must provide a copy of each award and executed authorization issued under an areawide contract to GSA at utilities@gsa.gov within 30 days after execution. The contractor upon request by Agencies will provide, at a minimum, the fully executed task order to include project capital investment amount and total contract value (including financing), scope to include an ECM list, total contract length from task order award through performance period, and energy saved or generated (kWh or MMBTU), water saved (kgal) and total cost savings ($). All reporting shall be sent to the email or mailing address provided in Article 16.1.

The Contractor shall provide to agencies as requested the task order financial schedules that include but are not limited to: capital investment and performance period costs, savings, overhead and profit, and an amortization schedule showing interest and principal.

The Contractor may use eProject Builder (ePB, found at https://eprojectbuilder.lbl.gov) spreadsheet to deliver project financial schedules. Use of the on-line, web-based ePB system can be requested at the discretion of the contracting officer.

Note: eProject Builder is comprised of two different components: a downloadable Microsoft Excel spreadsheet that generates task order financial schedules and a secure on-line*, web-based* system that *preserves, tracks and reports information for agency energy projects.* It is strongly recommended to use the ePB on-line system. The ePB online system does not need to be used if it conflicts with agency policy; instead, a downloadable Microsoft Excel spreadsheet can be used. A non-calculating ePB spreadsheet template is available if the agency or contractor is unable to use the calculating ePB spreadsheet template.

ARTICLE 19. MISCELLANEOUS

19.1. Contract Administration: The Ordering Agency shall assist in the day-to-day administration of the Service being provided to it under an Authorization.

19.2. Anti-Deficiency: Unless otherwise authorized by Public Law or Federal Regulation, nothing contained herein shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the matter of any Authorization executed in accordance with this Areawide Contract or to involve the Government in an obligation for the future expenditure of monies before an appropriation is made (Anti-Deficiency Act, 31 U.S.C. 1341.A.1).

19.3. Obligation to Serve: Nothing contained in this Areawide Contract shall obligate the Contractor to take any action which it may consider to be detrimental to its obligations as a public utility.

19.4 Term of Authorizations: It is recognized that during the Term of this Areawide Contract, situations and/or requirements may arise where it may be desirable that the term of service to an Ordering Agency's facility extend beyond the Term of this Areawide Contract. In such event, the particular Authorization involved may specify a term extending beyond the Term of this Areawide Contract, provided that it is within the contracting authority of the Ordering Agency and appropriate termination liability provisions have been negotiated between the Contractor and Ordering Agency to address unamortized balances for connection charges and/or financing charges associated with EMS projects.

19.5. Indemnification: Any indemnification language contained in standard form agreements executed between the Ordering Agency and the Contractor shall be binding upon the Federal Government only to the extent authorized by law, opinions of the Government Accountability Office and the Federal Torts Claims Act.

19.6. Authorization Procedure: The execution of an Authorization by Contractor and an Ordering Agency shall not supersede a previously executed Authorization addressing the same service unless specifically stated. Allowable terms of Authorizations shall be consistent with the guidance and policy set forth in Article 2.2 of this Areawide contract.

19.7. Construction Wage Rate Requirements: Since this Areawide Contract does not involve the regulated utility company performing on a Federally funded or assisted contract for the construction, alteration, or repair of a public work and/or public facility, the Construction Wage Rate Requirements (previously known as the Davis Bacon Act) do not apply to the work to be performed by the regulated utility company in connection with the provision of regulated utility services. However, if a determination by the Department of Labor (DOL) differs, the regulated utility company will be solely responsible for any financial liability for any contrary determination by DOL.

IN WITNESS WHEREOF, the parties have executed this Areawide Contract as of the day and the year first above written.

UNITED STATES OF AMERICA
Acting through the Administrator
of General Services

By:_____
EBONY ATKINSON
GSA, PBS, Energy Division
Contracting Officer

ATTEST:

By:_____
NILKA DIAZ
GSA, PBS, Energy Division

CITY:

CITY OF PENSACOLA DBA PENSACOLA ENERGY
a Florida municipal corporation

By: _____
D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Date signed: _____, 2026

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to content:

_____
Department Director

Legal in form and valid as drawn:

_____
City Attorney

EXHIBIT "A"

Pensacola Energy

AUTHORIZATION FOR NATURAL GAS SERVICES, CHANGE IN NATURAL GAS SERVICE, OR DISCONNECTION AND/OR TERMINATION OF NATURAL GAS SERVICE UNDER
AREAWIDE CONTRACT NO. 47PA0426D0009

Ordering Agency:_____

Address: _____

Pursuant to Areawide Contract No. 47PA0426D0009 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Areawide Contract Articles 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED:_____

SERVICE ADDRESS:_____

NATURE OF SERVICE: ☐ Connect, ☐ Change, ☐ Disconnect, ☐ Continue Service, ☐ Line Extension, Alteration, Relocation, or Reinforcement, ☐ Special Facilities,

OTHER TERMS AND CONDITIONS:

_____

Attach any other relevant terms and conditions under which service will be provided.

POINT OF DELIVERY:_____

TEAM OF SERVICE: From _____ through_____

CONNECTION: If this exhibit is used for connection of utility service, the connection charges established in Pensacola Energy Public Utilities Company tariffs shall apply. If "Connect" is selected above, the estimated connection charges shall be included in the executed Exhibit.

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO._____*, Hereafter amended or modified by the regulatory body having jurisdiction. (see Article 5 of this contract.)

ESTIMATED ANNUAL GAS VOLUME: _____(Specify TERMS or CUBIC FEET)

ESTIMATED ANNUAL SERVICE COST: $_____

ESTIMATED CONNECTION/SPECIAL FACILITIES CHARGE: $_____ (if applicable)**

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: _____

FOR CONNECTION/SPECIAL FACILITIES CHARGE: _____

CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):

1) ____52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)
2) ____52.236-5 Material and Workmanship (JUL 2025)
3) ____52.241-3 Scope and Duration of Contract (FEB 1995)
4) ____52.241-5 District's Facilities (FEB 1995)
5) ____52.241-6 Service Provisions (FEB 1995)
6) _____52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)(Use Full Text of Clause)
7) ____52.241-11 Multiple Service Locations (FEB 1995)
8) _____52.243-1 Changes-Fixed Price (AUG 1987)
9) ____52.249-_ Default (_____) (Specify appropriate Clause)
10) ____52.241-12 Nonrefundable, Nonrecurring Service charge (FEB 1995)

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS:
_____in _____copies.

The foregoing shall be effective upon the return of the fully executed original Authorization by the Contractor to the ordering Agency.

ACCEPTED:

As designated and authorized agent of
Pensacola Energy

_____	_____
(Ordering Agency)	(Contractor)
By:_____	By:_____
Authorized Signature	Authorized Signature
Title:_____	Title:_____
Date:_____	Date:_____

* Include a reference to the applicable rate schedule, and attach a copy of such schedule.
** If necessary, attach and make part hereof supplemental agreements or sheets that cover required connection or extension charges and special facilities or service arrangements. (See Article 5 of this Contract for instructions.)

NOTE: A fully executed copy of this Authorization shall be transmitted by the Ordering Agency to U. S. General Services Administration, PBS, Office of Facilities Management, Energy Division, 1800 F Street, NW, Washington, DC 20405 or via email at utilities@gsa.gov

EXHIBIT "B"

Pensacola Energy

AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE, OR DISCONNECTION OF ENERGY MANAGEMENT SERVICE
CONTRACT NO.

Ordering Agency:_____

Address:_____

Pursuant to Contract No. 47PA0426D0009 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered and subject to all the provisions thereof. This Authorization for Energy Management Services (EMS) including any attachments listed below and any FAR provisions checked below and incorporated herein by reference, shall together with the referenced Areawide Contract form one single integrated agreement.

PREMISES TO BE SERVED:_____

SERVICE ADDRESS:_____

NATURE OF SERVICE:
- ☐ Preliminary Energy Audit
- ☐ Comprehensive Energy Audit
- ☐ EMS Engineering and Design
- ☐ EMS Installation
- ☐ Demand Side Management (DSM) Project
- ☐ Other (See Remarks Below)

IF ANY REGULATED SERVICES ARE PROVIDED UNDER THIS AUTHORIZATION, SUCH SERVICES SHALL BE SUBJECT TO THE AUTHORITY OF THE PENSACOLA ENERGY PUBLIC SERVICE COMMISSION.

POINT OF DELIVERY: _____

PROJECT COST: _____

ACCOUNTING AND APPROPRIATION DATA: _____

List of Attachments:

☐ General Conditions	☐ Payment Provisions	☐ Special Requirements	☐ Economic Analysis
☐ Facility/Site Plans	☐ Historical Data	☐ Utility Usage History	☐ ECP Feasibility Study
☐ Design Drawings	☐ Design Specifications	☐ Certifications	☐ Commission Schedules
☐ Other:			

CLAUSES INCORPORATED BY REFERENCE AND MISCELLANEOUS PROVISIONS (Check applicable clauses):

(1) _____ 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
(2) _____52.215-2	Audit and Records – Negotiation (NOV 2025)
(3) _____ 52.215-10	Price Reduction for Defective Cost or Pricing Data (AUG 2011)
(4) _____ 52.215-12	Subcontractor Certified Cost or Pricing Data (NOV 2025)
(5) _____ 52.215-14	Integrity of Unit Prices (NOV 2021)
(6) _____ 52.215-20	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data (NOV 2025)
(7) _____52.222-54	Employment Eligibility Verification (NOV 2025)
(8) _____52.223-4	Recovered Material Certification (MAY 2008)
(9) _____52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008)
(10) ____52.232-25	Prompt Payment (JAN 2017)
(11) ____52.241-7	Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995) *Use Full Text of Clause*
(12) ____52.244-5	Competition in Subcontracting (AUG 2024)
(13) ____52.249-8	Default (Fixed Price Supply or Service) (APR 1984)

In addition, the Contracting Officer negotiating the terms and conditions under this Authorization may supplement, with written agreement from the Contractor, the above clauses with clauses of the appropriate type of contract.

REMARKS:

ACCEPTED:

	Pensacola Energy
_____	_____
(Ordering Agency)	(Contractor)
By:_____	By:_____
Authorized Signature	Authorized Signature
Title:_____	Title:_____
Date:_____	Date:_____

NOTE: A fully executed copy of this Authorization shall be transmitted by the ordering Agency to U. S. General Services Administration, Public Building Service, Office of Facilities Management, Energy Division, 1800 F Street, NW, Washington, DC 20405 or via email at utilities@gsa.gov

EXHIBIT "C"

Pensacola Energy

AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY
_____(*insert authority)*
CONTRACT NO. 47PA0426D0009

Ordering Agency:_____

Address: _____

Pursuant to Areawide Contract No. between 47PA0426D0009 ("Contractor") and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Areawide Contract Articles 2 and 4 shall be followed by the Ordering Agency in initiating service under this contract as described below.

PREMISES TO BE SERVED:_____

SERVICE ADDRESS:_____

NATURE OF SERVICE: _____ [add description of the specific service requested by the Ordering Agency. For example: Interconnection of the Ordering Agency's renewable energy project.]

OTHER TERMS AND CONDITIONS:

[Describe or attach description]

[Attached as Exhibit C.1 are, if applicable, Contractor's terms and conditions for the specific service identified above, which may include modifications that have been made by Contractor for the Ordering Agency with the approval of the (insert Appropriate Regulatory Authority)_____]

TERM OF SERVICE: From_____ through _____

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS:

_____in _____copies.
The foregoing shall be effective upon the return of the fully executed original Authorization by the Contractor to the ordering Agency.

ACCEPTED:

Pensacola Energy

_____	_____
(Ordering Agency)	(Contractor)
By:_____	By:_____
Authorized Signature	Authorized Signature
Title:_____	Title:_____
Date:_____	Date:_____

NOTE: A fully executed copy of this Authorization shall be transmitted by the ordering Agency to U. S. General Services Administration, PBS, Office of Facilities Management, Energy Division, 1800 F Street, NW, Washington, DC 20405 or via email at utilities@gsa.gov

File #: 26-536 Agenda Conference 5/11/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2026-17 - AMENDMENTS TO NATURAL GAS SUPPLY CONTRACTS WITH BLACK BELT ENERGY GAS DISTRICT

RECOMMENDATION:

That City Council adopt Resolution No. 2026-17.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA APPROVING THE EXECUTION AND DELIVERY OF AMENDMENTS TO ITS GAS SUPPLY AGREEMENTS WITH THE BLACK BELT ENERGY GAS DISTRICT, APPROVING THE EXECUTION AND DELIVERY OF AMENDMENTS TO ITS GAS SUPPLY CONTRACTS FOR THE RESALE OF SAID GAS, AND OTHER DOCUMENTS RELATING TO SAID AMENDMENTS IN CONNECTION WITH THE ISSUANCE OF REFUNDING BONDS BY THE BLACK BELT ENERGY GAS DISTRICT; AND ADDRESSING RELATED MATTERS AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #7 :Thriving Innovation & Businesses.

In August 2021, City Council passed Ordinance 2021-56 authorizing the purchase of natural gas from Black Belt Energy Gas District through a prepayment project that uses tax-exempt bonds to prepay for the delivery of gas on a long-term basis. This allows for a discount on the market index price of the gas which Pensacola Energy secured through two separate gas supply agreements dated September 2021 and November 2021 with Black Belt in order to supply a large volume industrial customer within the service territory.

The supply contracts provide for the periodic re-calculation of the available discount for reset periods after the initial discount period. The initial discount period expires on October 31, 2026. Black Belt is considering different options for the structuring of the refunding which may include consolidating the two prepaid projects into one and extending the term of the supply

contracts to improve the gross discount available.

The amendments to the September 2021 and November 2021 gas supply agreements are provided in draft form. Council's approval of this item will allow City staff and the Mayor to execute the amendments once the terms are finalized and the completed amendments undergo a final review by the City Attorney's Office.

PRIOR ACTION:

Approval of Resolution No. 2021-56 and associated Gas Supply Contracts and Natural Gas Service Agreements.

FUNDING:

N/A

FINANCIAL IMPACT:

Natural gas costs are budgeted annually. While the amount of the re-pricing agreement is unknown, the shared discount will provide a profit to Pensacola Energy.

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

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Darryl Singleton, Director of Pensacola Energy and Sanitation Services

ATTACHMENTS:

1. RESOLUTION 2026-17
2. EXHIBIT A - AMENDMENT TO GAS SUPPLY AGREEMENT 2021 B_DRAFT
3. EXHIBIT B - AMENDMENT TO GAS SUPPLY AGREEMENT 2021 C_DRAFT

PRESENTATION: No

RESOLUTION
NO. 2026-17

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA APPROVING THE EXECUTION AND DELIVERY OF AMENDMENTS TO ITS GAS SUPPLY AGREEMENTS WITH THE BLACK BELT ENERGY GAS DISTRICT, APPROVING THE EXECUTION AND DELIVERY OF AMENDMENTS TO ITS GAS SUPPLY CONTRACTS FOR THE RESALE OF SAID GAS, AND OTHER DOCUMENTS RELATING TO SAID AMENDMENTS IN CONNECTION WITH THE ISSUANCE OF REFUNDING BONDS BY THE BLACK BELT ENERGY GAS DISTRICT; AND ADDRESSING RELATED MATTERS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Black Belt Energy Gas District ("Black Belt") is an Alabama gas district, a public corporation organized by actions of its member municipalities pursuant to the provisions of the Alabama Gas Districts Act, § 11-50-390 et seq., Alabama Code (1975); and

WHEREAS, Black Belt was formed, among other reasons, to acquire secure, reliable and adequate long-term supplies of gas for resale to governmentally owned wholesale customers for ultimate delivery to the residential, commercial, institutional, and industrial consumers in their areas of service, both inside and outside the State of Alabama, and to achieve cost savings, economies of scale and reliability of supply; and

WHEREAS, in 2021, the City of Pensacola, Florida, d/b/a Pensacola Energy (the "Gas Purchaser") entered into two separate transactions with Black Belt in order to meet a portion of the requirements of Gas Purchaser, including a portion of the gas requirements of a large volume industrial customer located in Gas Purchaser's service territory, pursuant to two separate natural gas sales contracts between Black Belt and Gas Purchaser;

WHEREAS, in the first transaction, Black Belt acquired long-term gas supplies from Aron Energy Prepay 6 LLC ("Energy Prepay 6"), a Delaware limited liability company organized by J. Aron & Company LLC, a New York limited liability company ("J. Aron"), a wholly-owned subsidiary of The Goldman Sachs Group, Inc. ("Goldman"), pursuant to a Prepaid Natural Gas Sales Agreement, dated September 16, 2021, to meet a portion of the requirements of the Gas

Purchaser and certain other municipal utilities and joint-action agencies that elected to participate through a prepayment project (the "September 2021 Prepaid Project"); and

WHEREAS, in order to fund the prepayment of gas supplies in connection with the September 2021 Prepaid Project, Black Belt issued its Gas Project Revenue Bonds (Project No. 6), 2021 Series B (the "2021 Series B Bonds"); and

WHEREAS, in connection with its acquisition of the gas supply, Black Belt and Gas Purchaser entered into that certain Gas Supply Agreement, dated as of September 1, 2021 (the "September 2021 Supply Contract"), providing for the sale and purchase of gas supplies from the September 2021 Prepaid Project; and

WHEREAS, in the second transaction, Black Belt acquired long-term gas supplies from Aron Energy Prepay 7 LLC ("Energy Prepay 7"), a Delaware limited liability company organized by J. Aron, pursuant to a Prepaid Natural Gas Sales Agreement, dated November 30, 2021, to meet a portion of the requirements of the Gas Purchaser and certain other municipal utilities and joint-action agencies that elected to participate through a prepayment project (the "November 2021 Prepaid Project"); and

WHEREAS, in order to fund the prepayment of gas supplies in connection with the November 2021 Prepaid Project, Black Belt issued its Gas Project Revenue Bonds (Project No. 7), 2021 Series C (the "2021 Series C Bonds" and, together with the 2021 Series B Bonds, the "2021 Bonds"); and

WHEREAS, in connection with its acquisition of the gas supply, Black Belt and Gas Purchaser entered into that certain Gas Supply Agreement, dated as of November 1, 2021 (the "November 2021 Supply Contract"), providing for the sale and purchase of gas supplies from the November 2021 Prepaid Project; and

WHEREAS, Gas Purchaser resells all of the gas acquired by Gas Purchaser under the September 2021 Supply Contract and the November 2021 Supply Contract (together, the "Supply Contracts") pursuant to two separate Natural Gas Service Agreements with a large volume industrial customer of Gas Purchaser (the "Downstream Customer" and said Natural Gas Service Agreements, the "Downstream Supply Contracts"), and capitalized terms used and not defined in this resolution shall have the meanings assigned to them in the applicable Supply Contract; and

WHEREAS, the Supply Contracts provide for the periodic re-calculation of the Available Discount for Reset Periods subsequent to the Initial Discount Period pursuant to procedures and parameters set forth in Re-Pricing Agreements between Black Belt and Energy Prepay 6, and Black Belt and Energy Prepay 7; and

WHEREAS, the Initial Discount Period under the Supply Contracts expires on October 31, 2026 and, pursuant to the Re-Pricing Agreements, the amount of the Available Discount and the length of the Reset Period during which the Available Discount will be in effect will be determined; and

WHEREAS, Black Belt is in discussions with J. Aron in connection with the optimal approach to structuring the refunding of the 2021 Bonds and is considering different options which affect the Available Discount for the Reset Period, including (a) consolidating the September 2021 Prepaid Project and the November 2021 Prepaid Project into one consolidated prepaid project, and (b) extending the term of the Supply Contracts, effective as of the refunding of the 2021 Bonds;

WHEREAS, extending the term of the Supply Contracts is anticipated to improve the gross discount available to the Gas Purchaser by approximately 5 to 7 cents per MMBtu;

WHEREAS, in order to authorize the execution and delivery of amendments to the Supply Contracts and the Downstream Supply Contracts and to take such other necessary and appropriate action in connection with the establishment of a new Reset Period, the City Council of the City of Pensacola adopts this Resolution.

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

SECTION 1: The City of Pensacola, Florida, d/b/a Pensacola Energy is hereby authorized to enter into amendments to the Supply Contracts between the Gas Purchaser and Black Belt, and the Downstream Supply Contracts between Gas Purchaser and the Downstream Customer to extend the Delivery Period specified in the Supply Contracts and the Downstream Supply Contracts, for up to an additional seventy-two (72) months.

SECTION 2: The amendment to the September 2021 Supply Contract shall be in the form attached hereto as Exhibit A and the amendment to the November 2021 Supply Contract shall be in the form attached hereto as Exhibit B.

SECTION 3: The Mayor of the City of Pensacola or their designee (the "Authorized Officer") is hereby authorized to execute any such other closing documents or certificates which may be required or contemplated in connection with the execution and delivery of the amendment to the Supply Contracts, the Downstream Supply Contracts, and the establishment of a new Reset Period, and the City Clerk or other officer of the City (the "Attesting Officer") is hereby

authorized to attest to any amendments to the Supply Contracts and the Downstream Supply Contracts.

SECTION 4: This resolution shall become effective on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola, and shall be effective for all decisions that may be made for the upcoming Reset Period under the Supply Contracts between the City of Pensacola, Florida, d/b/a Pensacola Energy and Black Belt, and for the finalization of any amendments to the Supply Contracts and the Downstream Supply Contracts in order to effectuate the refunding of Black Belt's 2021 Bonds.

Adopted: _____

Approved: _____
President of the City Council

Attest: _____
City Clerk

AMENDMENT TO GAS SUPPLY AGREEMENT

This **AMENDMENT TO GAS SUPPLY AGREEMENT** (this "***Amendment***") is entered into as of the 1st day of [_____], 2026, by and between The Black Belt Energy Gas District, a public corporation organized as a gas district under the laws of the State of Alabama ("***Black Belt***"), and the City of Pensacola, Florida, a municipal corporation of the State of Florida (the "***Gas Purchaser***"). Black Belt and the Gas Purchaser may be referred to individually in this Amendment from time to time as a "***Party***" or collectively as the "***Parties***". Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Supply Contract referenced below.

WHEREAS, Black Belt issued its Gas Prepay Revenue Bonds, Series 2021 B (the "***Series 2021 Bonds***"), pursuant to a Trust Indenture, dated as of September 1, 2021; and

WHEREAS, proceeds of the Series 2021 Bonds were applied by Black Belt to purchase an approximately 30-year prepaid supply of natural gas (the "***Gas Supply***") from Aron Energy Prepay 6 LLC, a Delaware limited liability company, as seller, pursuant to a Prepaid Natural Gas Sales Agreement, dated as of September 16, 2021 (the "***Prepaid Gas Agreement***"); and

WHEREAS, in connection with its acquisition of the Gas Supply, Black Belt and the Gas Purchaser entered into that certain Gas Supply Agreement, dated as of September 1, 2021, providing for the sale of a portion of the Gas Supply by Black Belt to the Gas Purchaser (the "***Supply Agreement***"); and

WHEREAS, Black Belt and Regions Bank, as trustee, have entered into an Amended and Restated Trust Indenture, dated as of [_____] 1, 2026, providing for the issuance of Black Belt's Gas Project Revenue Refunding Bonds, Series 2026 [H] (the "***2026 Bonds***"); and

WHEREAS, a portion of the proceeds of the 2026 Bonds will be used by Black Belt to prepay the costs of the acquisition of an additional supply of natural gas under the Prepaid Gas Agreement, a portion of which will be resold to the Gas Purchaser; and

WHEREAS, in connection with the issuance of the 2026 Bonds, Black Belt and the Gas Purchaser have agreed to amend certain provisions of the Supply Agreement as provided herein;

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

ARTICLE I
AMENDMENTS TO SUPPLY AGREEMENT

Section 1.1. Amendments to Section Recitals. The first paragraph of the Recitals is amended and restated in its entirety as follows:

WHEREAS, Issuer has planned and developed a project to acquire long-term Gas supplies originally from Aron Energy Prepay 6 LLC, a Delaware limited liability company ("***AEP6***") pursuant to a Prepaid Natural Gas Sales Agreement, dated as of September 16, 2021 (the "***Original Prepaid Gas Agreement***"), which Original Prepaid Gas Agreement has been novated by AEP6 to Aron Energy Prepay [__] LLC ("***Prepay LLC***") and consolidated and amended pursuant to that certain Consolidated, Amended & Restated Prepaid Natural Gas Sales Agreement (the "***Prepaid Gas Agreement***"), dated as of [____], 2026 by and between Issuer and Prepay LLC, to meet a portion of the Gas supply requirements of Gas Purchaser and other public gas distribution systems and joint action agencies that elect to participate (together, the "***Project Participants***"), including the Gas Purchaser, through a Gas prepayment project (the "***Prepaid Project***"); and

Section 1.2 Amendments to Section 1.2. Section 1.2 of the Supply Contract is hereby amended by (a) deleting the definitions of the terms "***Bond Indenture***", "***Bonds***", "***Commodity Swap***", "***Delivery Period***", and "***Re-Pricing Agreement***", in their entirety and replacing them with the following:

"***Bond Indenture***" means the Trust Indenture, dated as of December 1, 2021, between Issuer and the Trustee, as amended and restated by the Amended and Restated Trust Indenture, dated as of [_____] 1, 2026, as the same may be amended or supplemented in accordance with its terms.

"***Bonds***" means Issuer's Gas Supply Revenue Bonds, Series 2021 C, Issuer's Gas Project Revenue Refunding Bonds, 2026 Series [_] Bonds and any Refunding Bonds issued from time to time pursuant to the Bond Indenture.

"***Commodity Swap***" means (i) the [Consolidated, Amended & Restated] ISDA Master Agreement dated as of [_____], 2026, together with the [Consolidated, Amended & Restated] Schedule thereto and a related Consolidated, Amended & Restated Confirmation, each dated [_____], 2026, each between Issuer and the Commodity Swap Counterparty, and (ii) each replacement commodity swap entered into pursuant to the Prepaid Gas Agreement.

"***Delivery Period***" shall mean April 1, 2022, through the earlier of [_____], 205[_], or an Early Termination Date.

"***Re-Pricing Agreement***" means the Amended and Restated Re-Pricing Agreement, dated as of [_____], 2026, by and between Prepay LLC and Issuer, as amended or supplemented from time to time in accordance with its terms.

Section 1.3. Amendment of Exhibit D. The Supply Contract is hereby amended by (a) deleting the existing Exhibit D (Monthly Discount) thereto and replacing it with a new Exhibit D entitled "Available Discount (Monthly Discount and Annual Refund)" in the form attached to this Amendment as Attachment A.

Section 1.4 Amendment to Article XVIII. Article XVIII is hereby amended by replacing the wire instructions for payments to Issuer with the following:

Payments:

Regions Bank
1900 5th Avenue North
Birmingham, AL 35203
ABA #: 062005690
A/C #: 0247124342
A/C Name: Regions Wealth Management Clearing
FFC: CID [_____] BBE 2026[_] Revenue Fd

ARTICLE II
MISCELLANEOUS

Section 2.1. Effect of Amendment. Except as otherwise amended by this Amendment, the Supply Agreement shall be and remain in full force and effect, and the execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy under the Supply Agreement, nor constitute a waiver of any provision of the Supply Agreement. Black Belt and the Gas Purchaser hereby ratify and affirm all payment and performance obligations, contingent or otherwise, under the Supply Contract and acknowledge that the Supply Contract, as amended hereby, remains in full force and effect and is hereby ratified and affirmed.

Section 2.2. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment, together with the Supply Contract, constitutes the entire contract between the Parties relating to the subject matter hereof and thereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Amendment. The Parties agree that an electronic signature of a Party to this Amendment shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Amendment.

Section 2.3. Governing Law. This Amendment and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the State of Alabama, without reference to the conflict of laws principles therein.

Section 2.4. Closing. The consummation of the transactions contemplated in this Amendment (the "***Closing***") shall take place at [_____] or at such other place as the Parties may agree, on or before [_____], 2026 (such date of the Closing being the "***Closing Date***"). In the event that the Closing has not taken place by the end of the day on the Closing Date, this Amendment shall be void and of no force or effect and the Supply Contract shall remain in full force and effect as though the Amendment had not been entered into.

Section 2.5. Closing Deliverables. On the Closing Date, Gas Purchaser shall deliver to Black Belt: (i) a Closing Certificate of Gas Purchaser in substantially the form set forth in Attachment B to this Amendment; (ii) an opinion of counsel to the Gas Purchaser in substantially the form set forth in Attachment C to this Amendment; and (iii) a Federal Tax Certificate in substantially the form set forth in Attachment D to the Amendment.

Section 2.6. Tax-Exempt Status of Bonds. Gas Purchaser acknowledges, agrees to and reaffirms its obligations set forth in Section 23.1 of the Supply Agreement regarding to the tax-exempt status of the Bonds.

(Signatures appear on the following page)

IN WITNESS whereof this Amendment has been executed on the date first above written.

CITY OF PENSACOLA, FLORIDA

By: _____ Attested By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

THE BLACK BELT ENERGY GAS DISTRICT

By:_____ Attested by: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

EXHIBIT D

AVAILABLE DISCOUNT (MONTHLY DISCOUNT AND ANNUAL REFUND)

For the period beginning November 1, 2026 and continuing through _____, the Annual Refund, Monthly Discount and Available Discount are set forth below:

Monthly Discount:	$0.__ per MMBtu
Projected Annual Refund:	$0.__ per MMBtu
Available Discount:	$0.__ per MMBtu

FORM OF CLOSING CERTIFICATE

CLOSING CERTIFICATE OF THE CITY OF PENSACOLA, FLORIDA

[Date of Closing], 2026

Re: The Black Belt Energy Gas District
Gas Project Revenue Refunding Bonds,
Series 2026[_]

The undersigned Mayor of the City of Pensacola, Florida ("Gas Purchaser"), hereby certifies as follows in connection with the First Amendment to the Gas Supply Agreement dated as of [_____] 1, 2026 (the "Amendment"), amending the Gas Supply Agreement dated as of September 1, 2021 (the "Agreement") between the Gas Purchaser and The Black Belt Energy Gas District ("Issuer") and the issuance and sale by Issuer of the above-referenced bonds (the "Bonds") (capitalized terms used and not defined herein shall have the meanings given to them in the Agreement):

1. Gas Purchaser is a municipal corporation duly created and validly existing and in good standing under the laws of the State of Alabama (the "State"), and has the corporate power and authority to enter into and perform its obligations under the Agreement.

2. By all necessary official action on its part, Gas Purchaser has duly authorized and approved the execution and delivery of, and the performance by Gas Purchaser of the obligations on its part contained in the Agreement, and such authorization and approval has not been amended, supplemented, rescinded or modified in any respect since the date thereof.

3. The Agreement constitutes the legal, valid and binding obligation of Gas Purchaser.

4. The authorization, execution and delivery of the Agreement and compliance with the provisions on Gas Purchaser's part contained therein (a) will not conflict with or constitute a breach of or default in any material respect under (i) any instrument relating to the organization, existence or operation of Gas Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Gas Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Gas Purchaser and its affairs, and (b) will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Gas Purchaser pursuant to any of the foregoing.

5. Gas Purchaser is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which Gas Purchaser is a party or to which Gas Purchaser or any of its property or assets are subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of

default in any material respect by Gas Purchaser under any of the foregoing.

6. Payments to be made by Gas Purchaser under the Agreement shall constitute operating expenses of the Gas Purchaser's gas system payable solely from the revenues and other available funds of Gas Purchaser's gas system as a cost of purchased gas. The application of the revenues and other available funds of Gas Purchaser's gas system to make such payments is not subject to any prior lien, encumbrance or other restriction.

7. No litigation, proceeding or tax challenge is pending or, to its knowledge, threatened, against Gas Purchaser in any court or administrative body which would (a) contest the right of the officials of Gas Purchaser to hold and exercise their respective positions, (b) contest the due organization and valid existence of Gas Purchaser, (c) contest the validity, due authorization and execution of the Agreement or (d) attempt to limit, enjoin or otherwise restrict or prevent Gas Purchaser from executing, delivering and performing the Agreement, nor to the knowledge of Gas Purchaser is there any basis therefor.

8. All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by Gas Purchaser of its obligations under the Agreement have been duly obtained.

9. The representations and warranties of Gas Purchaser contained in the Agreement were true, complete and correct on and as of the date thereof and are true, complete and correct on and as of the date hereof.

10. The statements and information with respect to Gas Purchaser, if any, contained in the Preliminary Official Statement dated _____, 2026 and the Official Statement dated _____, 2026 with respect to the Bonds, including Appendix [B] thereto (the "Official Statement"), fairly and accurately describe and summarize the financial and operating position of Gas Purchaser for the periods shown therein, and such statements and information did not as of the date of the Preliminary Official Statement and the date of the Official Statement, respectively, and the Official Statement does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements and information, in the light of the circumstances under which they were made, not misleading.

11. No event affecting Gas Purchaser has occurred since the date of the Official Statement which should be disclosed therein in order to make the statements and information with respect to Gas Purchaser contained therein, in light of the circumstances under which they were made, not misleading in any material respect.

IN WITNESS WHEREOF the undersigned has executed this Certificate on and as of the date first written above.

City of Pensacola, Florida

By_____

Name: _____

Title: _____

Attachment C

FORM OF OPINION OF COUNSEL
TO GAS PURCHASER

[Date of Closing], 2026

The Black Belt Energy Gas District
Jackson, AL

Aron Energy Prepay [_], LLC
New York, NY

Goldman Sachs & Co. LLC
New York, NY

Regions Bank
Birmingham, AL

BP Energy Company
Houston, TX

Re: Amendment to the Gas Supply Agreement Between the City of Pensacola, Florida and The Black Belt Energy Gas District dated [_____] 1, 2026

Ladies and Gentlemen:

I am the City Attorney for the City of Pensacola, Florida (the "Gas Purchaser"). I am furnishing this opinion to you in connection with the Amendment to the Gas Supply Agreement dated as of [_____] 1, 2026 (the "Amendment"), amending the Gas Supply Agreement dated as of September 1, 2021 (the "Supply Agreement").

Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meaning ascribed to them in the Supply Agreement, as modified by the Amendment.

In connection with this opinion, I have examined originals or copies, certified or otherwise identified to my satisfaction, of the following:

(a) The Constitution and laws of the State of Florida (the "State") including, as applicable, acts, certificates, articles, charters, bylaws, and agreements pursuant to which the Gas Purchaser was created and by which it is governed;

(b) Resolution No. [__], duly adopted by Gas Purchaser on [_____], 2026 (the "Resolution") and certified as true and correct by certificate and seal, authorizing Gas Purchaser to execute and deliver the Amendment;

(c) A copy of the Amendment executed by Gas Purchaser; and

(d) Such other documents, information, and facts as are necessary for me to render the opinions contained herein.

I have also examined and relied upon originals or copies, certified or otherwise authenticated to my satisfaction, of such records, documents, certificates, and other instruments, and made such investigations of law, as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, I am of the opinion that:

1. Gas Purchaser is a municipal corporation of the State, duly organized and validly existing under the laws of the State, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under the Amendment and the Supply Agreement.

2. The execution, delivery, and performance by Gas Purchaser of the Amendment have been duly authorized by the governing body of Gas Purchaser and do not and will not require, subsequent to the execution of the Amendment by Gas Purchaser, any consent or approval of the governing body or any officers of Gas Purchaser.

3. The Amendment is the legal, valid, and binding obligation of Gas Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

4. No approval, consent or authorization of any governmental or public agency, authority, commission or person, or, to our knowledge, of any holder of any outstanding bonds or other indebtedness of Gas Purchaser, is required with respect to the execution, delivery and performance by Gas Purchaser of the Supply Agreement or Gas Purchaser's participation in the transactions contemplated thereby other than those approvals, consents and/or authorizations that have already been obtained.

5. The authorization, execution and delivery of the Supply Agreement and compliance with the provisions thereof (a) will not conflict with or constitute a breach of, or default under, (i) any instrument relating to the organization, existence or operation of Gas Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Gas Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Gas Purchaser and its affairs, and (b) to our knowledge will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Gas Purchaser pursuant to any of the foregoing.

6. Gas Purchaser is not in breach of or default under any applicable constitutional provision or any law or administrative regulation of the State or the United States or any applicable judgment or decree or, to our knowledge, any loan or other agreement, resolution, indenture, bond, note, resolution, agreement or other instrument to

which Gas Purchaser is a party or to which Gas Purchaser or any of its property or assets is otherwise subject, and to our knowledge no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument.

7. Payments to be made by Gas Purchaser under the Contract shall constitute operating expenses of the Gas Purchaser payable solely from the revenues and other available funds of Gas Purchaser's gas system. The application of the revenues and other available funds of Gas Purchaser's gas system to make such payments is not prohibited by any prior lien, encumbrance or other restriction.

8. As of the date of this opinion, to the best of our knowledge after due inquiry, there is no pending or threatened action or proceeding at law or in equity or by any court, government agency, public board or body affecting or questioning the existence of Gas Purchaser or the titles of its officers to their respective offices or affecting or questioning the legality, validity, or enforceability of this Supply Agreement nor to our knowledge is there any basis therefor.

This opinion is rendered solely for the use and benefit of the parties addressees hereto in connection with the Agreement and may not be relied upon other than in connection with the transactions contemplated by the Agreement, or by any other person or entity for any purpose whatsoever, nor may they be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity without the prior written consent of the undersigned.

I bring to your attention the fact that the legal opinions and conclusions are an expression of professional judgment and not a guarantee of a result. The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions. Such opinions mat be adversely affected by actions taken or events occurring, including a change in law, regulation or ruling (or in the application or official interpretation of any law, regulation or ruling) after the date hereof.

Very truly yours,

FORM OF FEDERAL TAX CERTIFICATE

[Date of Closing], 2026

This Federal Tax Certificate is executed in connection with the First Amendment to the Gas Supply Agreement dated as of [_____] 1, 2026, amending the Gas Supply Agreement dated as of September 1, 2021 (as so amended, the "Supply Agreement"), by and between The Black Belt Energy Gas District ("Black Belt") and the City of Pensacola, Florida ("Gas Purchaser"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Supply Agreement, in the Tax Certificate and Agreement, or in the Bond Indenture.

WHEREAS Gas Purchaser acknowledges that Black Belt is issuing the Bonds to fund the prepayment price under the Prepaid Gas Agreement; and

WHEREAS the Bonds are intended to qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended; and

WHEREAS Gas Purchaser's use of Gas acquired pursuant to the Supply Agreement and certain funds and accounts of Gas Purchaser will affect the Bonds' qualification for such tax exemption.

NOW, THEREFORE, GAS PURCHASER HEREBY CERTIFIES AS FOLLOWS:

1. Gas Purchaser is a municipal corporation created and existing pursuant to the provisions of Florida law, organized under the laws of the State of Florida. Gas Purchaser is in compliance with the Federal Tax Certificate it delivered on September 1, 2021 in connection with the Supply Agreement.

2. Gas Purchaser will resell all of the Gas acquired pursuant to the Supply Agreement to Downstream Customer, a retail Gas customer whose plant facilities are located in its Gas service area, with such retail sales being made pursuant to a regularly established and generally applicable tariff (which provides for sales to large industrial users at individually negotiated prices) and under an authorized requirements contract. For purposes of the foregoing sentence, the term "service area" means (x) the area throughout which Gas Purchaser provided Gas transmission or distribution service at all times during the 5-year period ending on December 31, 2025, and from then until the date of issuance of the Bonds (the "Closing Date"), and (y) any area recognized as the service area of Gas Purchaser under state or federal law. All Gas sold by Gas Purchaser that qualifies for service under Service Classification: GPT, Gas Purchased Transportation Service (for large volume commercial/industrial customers) will be subject to the following terms in addition to those under the applicable tariff: (a) in the case of take-or pay contracts, the term shall be not more than three years, including renewal options; and (b) in the case of requirements contracts, the contract may be for a longer term, including if such longer term matches the term of the prepaid natural gas supply contract from which Gas Purchaser will supply the large commercial/volume industrial customer.

3. The annual average amount during the testing period of Gas purchased (other than for resale) and sold to customers of Gas Purchaser who are located within the service area of Gas Purchaser, as

adjusted under the new business customer/new load adjustment provision of Section 148(b)(4) of the Code, is [_____] MMBtu. The maximum annual amount of Gas in any year being acquired pursuant to the Supply Agreement is [_____]MMBtu. The annual average amount of Gas which Gas Purchaser holds in storage as of the Closing Date is [____] MMBtu. The annual average amount of Gas which Gas Purchaser otherwise has a right to acquire as of the Closing Date is [____] MMBtu. The sum of (a) the maximum amount of Gas in any year being acquired pursuant to the Supply Agreement, (b) the annual average amount of Gas which Gas Purchaser holds in storage, and (c) the amount of Gas which Gas Purchaser otherwise has a right to acquire in the year described in the foregoing clause (a) is [____] MMBtu. Accordingly, the amount of Gas to be acquired under the Supply Agreement by Gas Purchaser, supplemented by the amount of Gas otherwise available to Gas Purchaser as of the Closing Date, during any year does not exceed the sum of (i) [____]% of the annual average amount during the testing period of Gas purchased (other than for resale) by customers of Gas Purchaser who are located within the service area of Gas Purchaser, as adjusted under the new business customer/new load adjustment provision of Section 148(b)(4) of the Code and (ii) the amount of Gas to be used to transport the prepaid Gas to Gas Purchaser during such year. For purposes of this paragraph 3, the term "testing period" means the 5 calendar years ending December 31, 2025, and the term "service area" means (x) the areas throughout which Gas Purchaser provided transmission or distribution service at all times during the testing period, (y) any area within a county contiguous to the area described in (x) in which retail customers of Gas Purchaser are located if such area is not also served by another utility providing Gas services, and (z) any area recognized as the service area of Gas Purchaser under state or federal law.

4. Gas Purchaser expects to pay for Gas acquired pursuant to the Supply Agreement with funds derived from its Gas distribution operations. Gas Purchaser expects to use current Gas revenues to pay for current Gas acquisitions. There are no funds or accounts of Gas Purchaser or any person who is a Related Person to Gas Purchaser in which monies are invested and which are reasonably expected to be used to pay for Gas acquired more than one year after it is acquired. No portion of the proceeds of the Bonds will be used directly or indirectly to replace funds of Gas Purchaser or any persons who are Related Persons to Gas Purchaser that are or were intended to be used for the purpose for which the Bonds were issued.

(Signatures appear on the following page)

IN WITNESS WHEREOF the undersigned has executed this Federal Tax Certificate as of the date first written above.

City of Pensacola, Florida

By_____

Name: _____

Title: _____

AMENDMENT TO GAS SUPPLY AGREEMENT

This **AMENDMENT TO GAS SUPPLY AGREEMENT** (this "***Amendment***") is entered into as of the 1st day of [_____], 2026, by and between The Black Belt Energy Gas District, a public corporation organized as a gas district under the laws of the State of Alabama ("***Black Belt***"), and the City of Pensacola, Florida, a municipal corporation of the State of Florida (the "***Gas Purchaser***"). Black Belt and the Gas Purchaser may be referred to individually in this Amendment from time to time as a "***Party***" or collectively as the "***Parties***". Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Supply Contract referenced below.

WHEREAS, Black Belt issued its Gas Prepay Revenue Bonds, Series 2021 C (the "***Series 2021 Bonds***"), pursuant to a Trust Indenture, dated as of December 1, 2021; and

WHEREAS, proceeds of the Series 2021 Bonds were applied by Black Belt to purchase an approximately 30-year prepaid supply of natural gas (the "***Gas Supply***") from Aron Energy Prepay 7 LLC, a Delaware limited liability company, as seller, pursuant to a Prepaid Natural Gas Sales Agreement, dated as of November 30, 2021 (the "***Prepaid Gas Agreement***"); and

WHEREAS, in connection with its acquisition of the Gas Supply, Black Belt and the Gas Purchaser entered into that certain Gas Supply Agreement, dated as of November 1, 2021, providing for the sale of a portion of the Gas Supply by Black Belt to the Gas Purchaser (the "***Supply Agreement***"); and

WHEREAS, Black Belt and Regions Bank, as trustee, have entered into an Amended and Restated Trust Indenture, dated as of [_____] 1, 2026, providing for the issuance of Black Belt's Gas Project Revenue Refunding Bonds, Series 2026 [H] (the "***2026 Bonds***"); and

WHEREAS, a portion of the proceeds of the 2026 Bonds will be used by Black Belt to prepay the costs of the acquisition of an additional supply of natural gas under the Prepaid Gas Agreement, a portion of which will be resold to the Gas Purchaser; and

WHEREAS, in connection with the issuance of the 2026 Bonds, Black Belt and the Gas Purchaser have agreed to amend certain provisions of the Supply Agreement as provided herein;

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

ARTICLE I
AMENDMENTS TO SUPPLY AGREEMENT

Section 1.1. Amendments to Section Recitals. The first paragraph of the Recitals is amended and restated in its entirety as follows:

WHEREAS, Issuer has planned and developed a project to acquire long-term Gas supplies originally from Aron Energy Prepay 7 LLC, a Delaware limited liability company ("***AEP7***") pursuant to a Prepaid Natural Gas Sales Agreement, dated as of November 30, 2021 (the "***Original Prepaid Gas Agreement***"), which Original Prepaid Gas Agreement has been novated by AEP7 to Aron Energy Prepay [__] LLC ("***Prepay LLC***") and consolidated and amended pursuant to that certain Consolidated, Amended & Restated Prepaid Natural Gas Sales Agreement (the "***Prepaid Gas Agreement***"), dated as of [____], 2026 by and between Issuer and Prepay LLC, to meet a portion of the Gas supply requirements of Gas Purchaser and other public gas distribution systems and joint action agencies that elect to participate (together, the "***Project Participants***"), including the Gas Purchaser, through a Gas prepayment project (the "***Prepaid Project***"); and

Section 1.2 Amendments to Section 1.2. Section 1.2 of the Supply Contract is hereby amended by (a) deleting the definitions of the terms "***Bond Indenture***", "***Bonds***", "***Commodity Swap***", "***Delivery Period***", and "***Re-Pricing Agreement***", in their entirety and replacing them with the following:

"***Bond Indenture***" means the Trust Indenture, dated as of December 1, 2021, between Issuer and the Trustee, as amended and restated by the Amended and Restated Trust Indenture, dated as of [_____] 1, 2026, as the same may be amended or supplemented in accordance with its terms.

"***Bonds***" means Issuer's Gas Supply Revenue Bonds, Series 2021 C, Issuer's Gas Project Revenue Refunding Bonds, 2026 Series [_] Bonds and any Refunding Bonds issued from time to time pursuant to the Bond Indenture.

"***Commodity Swap***" means (i) the [Consolidated, Amended & Restated] ISDA Master Agreement dated as of [_____], 2026, together with the [Consolidated, Amended & Restated] Schedule thereto and a related Consolidated, Amended & Restated Confirmation, each dated [_____], 2026, each between Issuer and the Commodity Swap Counterparty, and (ii) each replacement commodity swap entered into pursuant to the Prepaid Gas Agreement.

"***Delivery Period***" shall mean April 1, 2022, through the earlier of [_____], 205[_], or an Early Termination Date.

"***Re-Pricing Agreement***" means the Amended and Restated Re-Pricing Agreement, dated as of [_____], 2026, by and between Prepay LLC and Issuer, as amended or supplemented from time to time in accordance with its terms.

Section 1.3. Amendment of Exhibit D. The Supply Contract is hereby amended by (a) deleting the existing Exhibit D (Monthly Discount) thereto and replacing it with a new Exhibit D entitled "Available Discount (Monthly Discount and Annual Refund)" in the form attached to this Amendment as Attachment A.

Section 1.4 Amendment to Article XVIII. Article XVIII is hereby amended by replacing the wire instructions for payments to Issuer with the following:

Payments:

Regions Bank
1900 5th Avenue North
Birmingham, AL 35203
ABA #: 062005690
A/C #: 0247124342
A/C Name: Regions Wealth Management Clearing
FFC: CID [_____] BBE 2026[_] Revenue Fd

ARTICLE II
MISCELLANEOUS

Section 2.1. Effect of Amendment. Except as otherwise amended by this Amendment, the Supply Agreement shall be and remain in full force and effect, and the execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy under the Supply Agreement, nor constitute a waiver of any provision of the Supply Agreement. Black Belt and the Gas Purchaser hereby ratify and affirm all payment and performance obligations, contingent or otherwise, under the Supply Contract and acknowledge that the Supply Contract, as amended hereby, remains in full force and effect and is hereby ratified and affirmed.

Section 2.2. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment, together with the Supply Contract, constitutes the entire contract between the Parties relating to the subject matter hereof and thereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Amendment. The Parties agree that an electronic signature of a Party to this Amendment shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Amendment.

Section 2.3. Governing Law. This Amendment and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the State of Alabama, without reference to the conflict of laws principles therein.

Section 2.4. Closing. The consummation of the transactions contemplated in this Amendment (the "***Closing***") shall take place at [_____] or at such other place as the Parties may agree, on or before [_____], 2026 (such date of the Closing being the "***Closing Date***"). In the event that the Closing has not taken place by the end of the day on the Closing Date, this Amendment shall be void and of no force or effect and the Supply Contract shall remain in full force and effect as though the Amendment had not been entered into.

Section 2.5. Closing Deliverables. On the Closing Date, Gas Purchaser shall deliver to Black Belt: (i) a Closing Certificate of Gas Purchaser in substantially the form set forth in Attachment B to this Amendment; (ii) an opinion of counsel to the Gas Purchaser in substantially the form set forth in Attachment C to this Amendment; and (iii) a Federal Tax Certificate in substantially the form set forth in Attachment D to the Amendment.

Section 2.6. Tax-Exempt Status of Bonds. Gas Purchaser acknowledges, agrees to and reaffirms its obligations set forth in Section 23.1 of the Supply Agreement regarding to the tax-exempt status of the Bonds.

(Signatures appear on the following page)

IN WITNESS whereof this Amendment has been executed on the date first above written.

CITY OF PENSACOLA, FLORIDA

By: _____ Attested By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

THE BLACK BELT ENERGY GAS DISTRICT

By:_____ Attested by: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

EXHIBIT D

AVAILABLE DISCOUNT (MONTHLY DISCOUNT AND ANNUAL REFUND)

For the period beginning November 1, 2026 and continuing through _____, the Annual Refund, Monthly Discount and Available Discount are set forth below:

Monthly Discount:	$0.__ per MMBtu
Projected Annual Refund:	$0.__ per MMBtu
Available Discount:	$0.__ per MMBtu

DRAFT

FORM OF CLOSING CERTIFICATE

CLOSING CERTIFICATE OF THE CITY OF PENSACOLA, FLORIDA

[Date of Closing], 2026

Re: The Black Belt Energy Gas District
Gas Project Revenue Refunding Bonds,
Series 2026[_]

The undersigned Mayor of the City of Pensacola, Florida ("Gas Purchaser"), hereby certifies as follows in connection with the First Amendment to the Gas Supply Agreement dated as of [_____] 1, 2026 (the "Amendment"), amending the Gas Supply Agreement dated as of November 1, 2021 (the "Agreement") between the Gas Purchaser and The Black Belt Energy Gas District ("Issuer") and the issuance and sale by Issuer of the above-referenced bonds (the "Bonds") (capitalized terms used and not defined herein shall have the meanings given to them in the Agreement):

1. Gas Purchaser is a municipal corporation duly created and validly existing and in good standing under the laws of the State of Alabama (the "State"), and has the corporate power and authority to enter into and perform its obligations under the Agreement.

2. By all necessary official action on its part, Gas Purchaser has duly authorized and approved the execution and delivery of, and the performance by Gas Purchaser of the obligations on its part contained in the Agreement, and such authorization and approval has not been amended, supplemented, rescinded or modified in any respect since the date thereof.

3. The Agreement constitutes the legal, valid and binding obligation of Gas Purchaser.

4. The authorization, execution and delivery of the Agreement and compliance with the provisions on Gas Purchaser's part contained therein (a) will not conflict with or constitute a breach of or default in any material respect under (i) any instrument relating to the organization, existence or operation of Gas Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Gas Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Gas Purchaser and its affairs, and (b) will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Gas Purchaser pursuant to any of the foregoing.

5. Gas Purchaser is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which Gas Purchaser is a party or to which Gas Purchaser or any of its property or assets are subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of

default in any material respect by Gas Purchaser under any of the foregoing.

6. Payments to be made by Gas Purchaser under the Agreement shall constitute operating expenses of the Gas Purchaser's gas system payable solely from the revenues and other available funds of Gas Purchaser's gas system as a cost of purchased gas. The application of the revenues and other available funds of Gas Purchaser's gas system to make such payments is not subject to any prior lien, encumbrance or other restriction.

7. No litigation, proceeding or tax challenge is pending or, to its knowledge, threatened, against Gas Purchaser in any court or administrative body which would (a) contest the right of the officials of Gas Purchaser to hold and exercise their respective positions, (b) contest the due organization and valid existence of Gas Purchaser, (c) contest the validity, due authorization and execution of the Agreement or (d) attempt to limit, enjoin or otherwise restrict or prevent Gas Purchaser from executing, delivering and performing the Agreement, nor to the knowledge of Gas Purchaser is there any basis therefor.

8. All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by Gas Purchaser of its obligations under the Agreement have been duly obtained.

9. The representations and warranties of Gas Purchaser contained in the Agreement were true, complete and correct on and as of the date thereof and are true, complete and correct on and as of the date hereof.

10. The statements and information with respect to Gas Purchaser, if any, contained in the Preliminary Official Statement dated _____, 2026 and the Official Statement dated _____, 2026 with respect to the Bonds, including Appendix [B] thereto (the "Official Statement"), fairly and accurately describe and summarize the financial and operating position of Gas Purchaser for the periods shown therein, and such statements and information did not as of the date of the Preliminary Official Statement and the date of the Official Statement, respectively, and the Official Statement does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements and information, in the light of the circumstances under which they were made, not misleading.

11. No event affecting Gas Purchaser has occurred since the date of the Official Statement which should be disclosed therein in order to make the statements and information with respect to Gas Purchaser contained therein, in light of the circumstances under which they were made, not misleading in any material respect.

IN WITNESS WHEREOF the undersigned has executed this Certificate on and as of the date first written above.

City of Pensacola, Florida

By_____

Name: _____

Title: _____

Attachment C

FORM OF OPINION OF COUNSEL
TO GAS PURCHASER

[Date of Closing], 2026

The Black Belt Energy Gas District
Jackson, AL

Aron Energy Prepay [_], LLC
New York, NY

Goldman Sachs & Co. LLC
New York, NY

Regions Bank
Birmingham, AL

BP Energy Company
Houston, TX

Re: Amendment to the Gas Supply Agreement Between the City of Pensacola, Florida and The Black Belt Energy Gas District dated [_____] 1, 2026

Ladies and Gentlemen:

I am the City Attorney for the City of Pensacola, Florida (the "Gas Purchaser"). I am furnishing this opinion to you in connection with the Amendment to the Gas Supply Agreement dated as of [_____] 1, 2026 (the "Amendment"), amending the Gas Supply Agreement dated as of November 1, 2021 (the "Supply Agreement").

Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meaning ascribed to them in the Supply Agreement, as modified by the Amendment.

In connection with this opinion, I have examined originals or copies, certified or otherwise identified to my satisfaction, of the following:

(a) The Constitution and laws of the State of Florida (the "State") including, as applicable, acts, certificates, articles, charters, bylaws, and agreements pursuant to which the Gas Purchaser was created and by which it is governed;

(b) Resolution No. [__], duly adopted by Gas Purchaser on [_____], 2026 (the "Resolution") and certified as true and correct by certificate and seal, authorizing Gas Purchaser to execute and deliver the Amendment;

(c) A copy of the Amendment executed by Gas Purchaser; and

(d) Such other documents, information, and facts as are necessary for me to render the opinions contained herein.

I have also examined and relied upon originals or copies, certified or otherwise authenticated to my satisfaction, of such records, documents, certificates, and other instruments, and made such investigations of law, as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, I am of the opinion that:

1. Gas Purchaser is a municipal corporation of the State, duly organized and validly existing under the laws of the State, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under the Amendment and the Supply Agreement.

2. The execution, delivery, and performance by Gas Purchaser of the Amendment have been duly authorized by the governing body of Gas Purchaser and do not and will not require, subsequent to the execution of the Amendment by Gas Purchaser, any consent or approval of the governing body or any officers of Gas Purchaser.

3. The Amendment is the legal, valid, and binding obligation of Gas Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

4. No approval, consent or authorization of any governmental or public agency, authority, commission or person, or, to our knowledge, of any holder of any outstanding bonds or other indebtedness of Gas Purchaser, is required with respect to the execution, delivery and performance by Gas Purchaser of the Supply Agreement or Gas Purchaser's participation in the transactions contemplated thereby other than those approvals, consents and/or authorizations that have already been obtained.

5. The authorization, execution and delivery of the Supply Agreement and compliance with the provisions thereof (a) will not conflict with or constitute a breach of, or default under, (i) any instrument relating to the organization, existence or operation of Gas Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Gas Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Gas Purchaser and its affairs, and (b) to our knowledge will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Gas Purchaser pursuant to any of the foregoing.

6. Gas Purchaser is not in breach of or default under any applicable constitutional provision or any law or administrative regulation of the State or the United States or any applicable judgment or decree or, to our knowledge, any loan or other agreement, resolution, indenture, bond, note, resolution, agreement or other instrument to

which Gas Purchaser is a party or to which Gas Purchaser or any of its property or assets is otherwise subject, and to our knowledge no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument.

7. Payments to be made by Gas Purchaser under the Contract shall constitute operating expenses of the Gas Purchaser payable solely from the revenues and other available funds of Gas Purchaser's gas system. The application of the revenues and other available funds of Gas Purchaser's gas system to make such payments is not prohibited by any prior lien, encumbrance or other restriction.

8. As of the date of this opinion, to the best of our knowledge after due inquiry, there is no pending or threatened action or proceeding at law or in equity or by any court, government agency, public board or body affecting or questioning the existence of Gas Purchaser or the titles of its officers to their respective offices or affecting or questioning the legality, validity, or enforceability of this Supply Agreement nor to our knowledge is there any basis therefor.

This opinion is rendered solely for the use and benefit of the parties addressees hereto in connection with the Agreement and may not be relied upon other than in connection with the transactions contemplated by the Agreement, or by any other person or entity for any purpose whatsoever, nor may they be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity without the prior written consent of the undersigned.

I bring to your attention the fact that the legal opinions and conclusions are an expression of professional judgment and not a guarantee of a result. The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions. Such opinions mat be adversely affected by actions taken or events occurring, including a change in law, regulation or ruling (or in the application or official interpretation of any law, regulation or ruling) after the date hereof.

Very truly yours,

FORM OF FEDERAL TAX CERTIFICATE

[Date of Closing], 2026

This Federal Tax Certificate is executed in connection with the First Amendment to the Gas Supply Agreement dated as of [_____] 1, 2026, amending the Gas Supply Agreement dated as of November 1, 2021 (as so amended, the "Supply Agreement"), by and between The Black Belt Energy Gas District ("Black Belt") and the City of Pensacola, Florida ("Gas Purchaser"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Supply Agreement, in the Tax Certificate and Agreement, or in the Bond Indenture.

WHEREAS Gas Purchaser acknowledges that Black Belt is issuing the Bonds to fund the prepayment price under the Prepaid Gas Agreement; and

WHEREAS the Bonds are intended to qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended; and

WHEREAS Gas Purchaser's use of Gas acquired pursuant to the Supply Agreement and certain funds and accounts of Gas Purchaser will affect the Bonds' qualification for such tax exemption.

NOW, THEREFORE, GAS PURCHASER HEREBY CERTIFIES AS FOLLOWS:

1. Gas Purchaser is a municipal corporation created and existing pursuant to the provisions of Florida law, organized under the laws of the State of Florida. Gas Purchaser is in compliance with the Federal Tax Certificate it delivered on November 1, 2021 in connection with the Supply Agreement.

2. Gas Purchaser will resell all of the Gas acquired pursuant to the Supply Agreement to Downstream Customer, a retail Gas customer whose plant facilities are located in its Gas service area, with such retail sales being made pursuant to a regularly established and generally applicable tariff (which provides for sales to large industrial users at individually negotiated prices) and under an authorized requirements contract. For purposes of the foregoing sentence, the term "service area" means (x) the area throughout which Gas Purchaser provided Gas transmission or distribution service at all times during the 5-year period ending on December 31, 2025, and from then until the date of issuance of the Bonds (the "Closing Date"), and (y) any area recognized as the service area of Gas Purchaser under state or federal law. All Gas sold by Gas Purchaser that qualifies for service under Service Classification: GPT, Gas Purchased Transportation Service (for large volume commercial/industrial customers) will be subject to the following terms in addition to those under the applicable tariff: (a) in the case of take-or pay contracts, the term shall be not more than three years, including renewal options; and (b) in the case of requirements contracts, the contract may be for a longer term, including if such longer term matches the term of the prepaid natural gas supply contract from which Gas Purchaser will supply the large commercial/volume industrial customer.

3. The annual average amount during the testing period of Gas purchased (other than for resale) and sold to customers of Gas Purchaser who are located within the service area of Gas Purchaser, as

adjusted under the new business customer/new load adjustment provision of Section 148(b)(4) of the Code, is [_____] MMBtu. The maximum annual amount of Gas in any year being acquired pursuant to the Supply Agreement is [_____]MMBtu. The annual average amount of Gas which Gas Purchaser holds in storage as of the Closing Date is [____] MMBtu. The annual average amount of Gas which Gas Purchaser otherwise has a right to acquire as of the Closing Date is [____] MMBtu. The sum of (a) the maximum amount of Gas in any year being acquired pursuant to the Supply Agreement, (b) the annual average amount of Gas which Gas Purchaser holds in storage, and (c) the amount of Gas which Gas Purchaser otherwise has a right to acquire in the year described in the foregoing clause (a) is [____] MMBtu. Accordingly, the amount of Gas to be acquired under the Supply Agreement by Gas Purchaser, supplemented by the amount of Gas otherwise available to Gas Purchaser as of the Closing Date, during any year does not exceed the sum of (i) [____]% of the annual average amount during the testing period of Gas purchased (other than for resale) by customers of Gas Purchaser who are located within the service area of Gas Purchaser, as adjusted under the new business customer/new load adjustment provision of Section 148(b)(4) of the Code and (ii) the amount of Gas to be used to transport the prepaid Gas to Gas Purchaser during such year. For purposes of this paragraph 3, the term "testing period" means the 5 calendar years ending December 31, 2025, and the term "service area" means (x) the areas throughout which Gas Purchaser provided transmission or distribution service at all times during the testing period, (y) any area within a county contiguous to the area described in (x) in which retail customers of Gas Purchaser are located if such area is not also served by another utility providing Gas services, and (z) any area recognized as the service area of Gas Purchaser under state or federal law.

4. Gas Purchaser expects to pay for Gas acquired pursuant to the Supply Agreement with funds derived from its Gas distribution operations. Gas Purchaser expects to use current Gas revenues to pay for current Gas acquisitions. There are no funds or accounts of Gas Purchaser or any person who is a Related Person to Gas Purchaser in which monies are invested and which are reasonably expected to be used to pay for Gas acquired more than one year after it is acquired. No portion of the proceeds of the Bonds will be used directly or indirectly to replace funds of Gas Purchaser or any persons who are Related Persons to Gas Purchaser that are or were intended to be used for the purpose for which the Bonds were issued.

(Signatures appear on the following page)

IN WITNESS WHEREOF the undersigned has executed this Federal Tax Certificate as of the date first written above.

City of Pensacola, Florida

By_____

Name: _____

Title: _____