City of Pensacola

City Council

Agenda Conference

Agenda

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

June 15, 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

REVIEW OF CONSENT AGENDA ITEMS

1. 26-651 APPOINTMENTS - URBAN CORE REDEVELOPMENT BOARD

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

Sponsors: Allison Patton, Council President

Attachments:
Member List
Nomination Form - Hannah Domoslay-Paul
Application of Interest - Hannah Domoslay-Paul
Resume - Hannah Domoslay-Paul
Aplication of Interest - Michelle MacNeil

2. 26-665 APPOINTMENTS - ENVIRONMENTAL ADVISORY BOARD

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

Sponsors: Allison Patton, Council President

Attachments:
Member List
Nomination Form - Moira Johansen
Application of Interest - Moira Johansen
Nomination Form - Ralph H Schofield Jr.
Application of Interest - Ralph H Schofield Jr
Resume - Ralph H Schofield Jr

Nomination Form - Josh Sessums
Application of Interest - Josh Sessums

3. 26-631 MAYORAL APPOINTMENTS - DOWNTOWN IMPROVEMENT BOARD

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

Sponsors: DC Reeves, Mayor

Attachments: *Member List*
Application of Interest - William Merrill

4. 26-654 AWARD OF CONTRACT FOR RFP 26-032 - STORMWATER ASSESSMENT CONSULTANT

Recommendation: That City Council approve the ranking of the selection committee and award a 3-year contract for RFP No. 26-032 for a stormwater assessment consultant to Raftelis Financial Consultants Inc. in an amount not to exceed $69,310 in year 1 and $26,510 in years 2 and 3 for a total contract of $122,330. Further, that City Council authorize the Mayor to take those actions necessary to negotiate, execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Raftelis Pricing Breakdown RFP 26032*

5. 26-640 AWARD OF CONTRACT BID NO. 26-026 - NATURAL GAS PIPELINE REPLACEMENT AT PEACHTREE PARK AND GREENHUT COURT

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

Sponsors: DC Reeves, Mayor

Attachments: *Bid Tabulation - ITB 26-026*
Draft Contract - ITB 26-026

6. 26-652 AWARD OF STATE CONTRACT #EI00059-2021MA - PENSACOLA LIBRARY WINDOW REPLACEMENT AND FACADE REPAIR

Recommendation: That City Council award a contract for window replacement and facade repairs at Pensacola Library to Tremco Roofing & Building Maintenance, Inc., of 3735 Green Road, Beachwood, OH 44122, from State Contract # EI00059-2021MA, in the amount of $94,770.38 plus a 10% contingency of $9,477.03 for a total of $104,247.42. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *City of Pensacola - Library Window Replacement & Facade Repairs Proposal*

7. 26-610 CITY OF PENSACOLA HOUSING DEPARTMENT PUBLIC HOUSING AGENCY 2026-2027 ANNUAL PLAN

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

Sponsors: DC Reeves, Mayor

Attachments: *PHA Annual Plan 2026-27*

8. 26-620 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

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

Sponsors: Delarian Wiggins, Council Member

Attachments: *None*

REVIEW OF REGULAR AGENDA ITEMS

9. 26-690 COUNCIL CONSENT TO MAYORAL APPOINTMENT OF STEVEN BAHAM AS ECONOMIC DEVELOPMENT DIRECTOR

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

Sponsors: DC Reeves, Mayor

Attachments: *None*

10. 26-618 APPROVAL TO REALLOCATE FUNDS TO THE WAYSIDE PARK AND 17TH AVENUE IMPROVEMENTS PROJECT

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

Sponsors: DC Reeves, Mayor

Attachments: *None*

11. 26-502 AWARD OF BID NO. 26-034 - WAYSIDE PARK AND 17TH AVENUE IMPROVEMENTS

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

Sponsors: DC Reeves, Mayor

Attachments: *Bid Tabulation*
2023-002828 Public Works - SKANSKA USA Civil Southeast Inc.
Skanska USA Civil Southeast Inc. Righ of Entry Agreement

12. 26-126 RESOLUTION NO. 2026-2 - ACCEPTING A QUITCLAIM DEED FOR RIGHT-OF-WAY FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

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

Sponsors: DC Reeves, Mayor

Attachments: *Resolution No. 2026-2*
Attachment A - Quitclaim Deed

17th Ave RW Map

13. 26-142 RESOLUTION NO. 2026-3 - PROVIDING A PERPETUAL EASEMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

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

Sponsors: DC Reeves, Mayor

Attachments:
Resolution No. 2026-3
Exhibit A - Perpetual Easement
17th Ave RW Map

14. 26-603 APPROVAL TO REALLOCATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO THE MAIN STREET FLOODING AND ADAPTATION PROJECT.

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

Sponsors: DC Reeves, Mayor

Attachments:
Council Item - ARPA funds to Main Street
Council Item for ARPA funds to MLK-Davis
Award of Bid - Main Street Flooding and Adaptation-Council item

15. 26-655 RESOLUTION NO. 2026-23 - RESOLUTION AUTHORIZING A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF UNDERSTANDING

Recommendation:

That City Council adopt Resolution No. 2026-23:

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

Sponsors: DC Reeves, Mayor

Attachments: *Resolution No. 2026-23*

16. 26-656

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

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

Sponsors: DC Reeves, Mayor

Attachments: *Memorandum of Understanding - Jewelers Trade Shop (with exhibits)*

17. 26-657 ACQUISITION OF REAL PROPERTY - 2623 WEST CERVANTES STREET (PACE-CERVANTES CORRIDOR REVITALIZATION PROJECT)

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

Sponsors: DC Reeves, Mayor

Attachments: *Parcel Info ESCPA - 2623 W CERVANTES ST*

18. 26-658 ACQUISITION OF REAL PROPERTY - 2701 WEST CERVANTES STREET (PACE-CERVANTES CORRIDOR REVITALIZATION PROJECT)

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

Sponsors: DC Reeves, Mayor

Attachments: *Parcel Info ESCPA - 2701 W CERVANTES ST*

19. 26-659 ACQUISITION OF REAL PROPERTY - 1801 WEST CERVANTES

STREET AND 1900 WEST GADSDEN STREET (PACE-CERVANTES CORRIDOR REVITALIZATION PROJECT)

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

Sponsors: DC Reeves, Mayor

Attachments: *Parcel Info ESCPA - 1801 W CERVANTES ST*
Parcel Info ESCPA - 1900 W GADSDEN ST

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 #: 26-651 Agenda Conference 6/15/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

APPOINTMENTS - URBAN CORE REDEVELOPMENT BOARD

RECOMMENDATION:

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

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 has been nominated or is an incumbent that would like to be considered for reappointment:

Nominee:	Nominated by:
Long Hollow Area	
Michelle MacNeil	Incumbent

North Hill Area
Hannah Domoslay-Paul Patton

PRIOR ACTION:

City Council makes appointments to this board every three years.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

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

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Nomination Form - Hannah Domoslay-Paul
3. Application of Interest - Hannah Domoslay-Paul
4. Resume - Hannah Domoslay-Paul
5. Aplication of Interest - Michelle MacNeil

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	3/31/2029	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.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Allison Patton, do nominate Hannah Domoslay-Paul (Nominee)

108 W. Strong St Pensacola, FL 32501 (Home Address)

915-309-0953 (Phone)

(Business Address)

(Phone)

hannah@domoslay.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
NORTH HILL AREA
(Three-year term expiring 3/31/2028)

Provide a brief description of nominee's qualifications:

Hannah brings years of marketing and communications experience to the Board. She currently serves as the NHPA Vice-President and is otherwise very involved in the community. She will make an excellent addition to the UCRB.

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: Tuesday, June 2, 2026 10:21 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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

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

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

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

(Section Break)

Personal Information	
Name	Hannah Domoslay-Paul
Home Address	108 W Strong Street Pensacola, FL 32501
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	915-309-0953
Email Address	hannah@domoslay.com

Upload Resume (optional)	DomoslayPaul_Hannah.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?	11 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Urban Core Redevelopment Board
Please list the reasons for your interest in this position:	I am interested in being nominated to a position on the Urban Core Redevelopment Board so that I may help research, review, and present valuable strategies and opportunities for improving or redeveloping properties or sites in Pensacola. I have a strong research background that is bolstered by being raised in a family of rehabbers and demolition experts as well as my education and real world experience.
Do you currently serve on a board?	Yes
If yes, which board(s)?	None for the City of Pensacola; Vice President of North Hill Preservation Association, Vice President of Council of Neighborhood Association Presidents of Pensacola; Committee Chair BSA Troop 495
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.

Hannah Domoslay-Paul

Pensacola, FL | 915-309-0953 | hannah@domoslay.com

SUMMARY

Marketing engagement and communications professional with more than 10 years of experience supporting public outreach, engagement, development initiatives, and organizational communications. Proven ability to collaborate with business leaders, nonprofit organizations, government entities, and community stakeholders to advance projects, build consensus, and strengthen both public and private participation. Skilled in graphic design, marketing campaign and strategic planning, public communications, project coordination, and community-focused initiatives that support neighborhood revitalization, redevelopment efforts, and sustainable growth.

EDUCATION

University of Tennessee
Knoxville, TN

Catholic Central High School
Grand Rapids, MI

EXPERIENCE

Discovery Communications Specialist — ***Guttmann Law Firm***
April 2023 – Present — *Pensacola, FL*

- Develop and manage strategies supporting organizational initiatives and community-facing projects.
- Coordinate with internal and external stakeholders to ensure accurate, transparent, and timely communication.
- Prepare reports, summaries, and recommendations that support informed decision-making.
- Draft correspondence, informational materials, and outreach content for diverse audiences.

Public Affairs & Advertising Specialist — ***Strong & One Marketing***
July 2015 – Present — *Pensacola, FL*

- Planned and executed communications campaigns for businesses, nonprofits, and community initiatives.
- Developed content and marketing materials designed to increase engagement and community participation.
- Collaborated with organizations and stakeholders to support campaigns, fundraising, and engagement efforts.
- Created print, digital, website, and social media communications for visibility and project initiatives.
- Monitored feedback, stakeholder sentiment, and campaign performance to guide strategic improvements.
- Assisted organizations in building stronger relationships and increasing support for initiatives and programs.

Proofreader — ***SpartanNash***
July 2014 – July 2015 — *Grand Rapids, MI*

- Reviewed and edited public-facing materials to ensure clarity, accuracy, consistency, and professionalism.
- Maintained quality standards across communications and marketing materials.

TECHNICAL SKILLS

- Community Engagement & Public Outreach
- Public-Private Partnerships
- Community & Stakeholder Relations
- Strategic & Emergency Communications
- Project Coordination
- Public Presentations & Facilitation
- Visual Communication & Graphic Design
- Website Content Development
- Social Media Management & Analytics
- Adobe Creative Suite
- Microsoft Office Suite
- Digital Marketing & Communications

CERTIFICATIONS

- Public Affairs Management Certificate
- Microsoft Public Relations and Communications Associate Professional Certificate
- Crisis Risk Communication Training
- Public Sector Media Training
- Adobe Professional Certificate

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, May 5, 2026 4:00 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

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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	Michelle MacNeil
Home Address	105 E. De Soto St.
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8505166544
Email Address	michellemacneil22@gmail.com

Upload Resume (optional)	*Field not completed.*

(Section Break)

Details	
Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	59
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Urban Core Redevelopment Board
Please list the reasons for your interest in this position:	I would like to continue to serve on this board. I represent the Long Hollow Neighborhood and own property in other CRA areas. As an architect, I have worked in downtown Pensacola for decades.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Urban Core Redevelopment Board
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

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

Email not displaying correctly? View it in your browser.

File #: 26-665 Agenda Conference 6/15/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

APPOINTMENTS - ENVIRONMENTAL ADVISORY BOARD

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Environmental Advisory Board is tasked with reviewing and providing recommendations tothe City Council and Mayor on environmental policy issues as follows:
(1) Proposed ordinances and codes of an environmental nature.
(2) Proposed changes to existing environmental ordinances and codes.
(3) Other environmental matters affecting the city referred to the Board by the City Council and Mayor.
(4) Other environmental matters affecting the City that are initiated by the Board and approved by the City Council and/or Mayor.

The following have been nominated:
Nominee: Nominated by:
Employed or retired environmental professionals, or member of local environmental organization or business with an interest in City environmental issues.
Ralph H. Schofield, Jr.
Josh Sessums Brahier
At-Large
Moira Johansen Wiggins

PRIOR ACTION:

City Council makes appointments to this board every two years.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

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

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Nomination Form - Moira Johansen
3. Application of Interest - Moira Johansen
4. Nomination Form - Ralph H Schofield Jr.
5. Application of Interest - Ralph H Schofield Jr
6. Resume - Ralph H Schofield Jr
7. Nomination Form - Josh Sessums
8. Application of Interest - Josh Sessums

PRESENTATION: No

Environmental Advisory Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Butts, William "Blase"	Employed Env Professional	Council	4	2026	3/1/2028	4/12/2018	2	
Hagen, Kelly	At-large/City Resident	Council	2	2026	3/1/2028	1/21/2021	2	
Mahone, Rachel	At-Large/City Resident	Council	0	2026	3/1/2026	2/22/2024	2	
Massey, P. Jay	Employed Env Professional	Council	2	2026	3/1/2028	1/21/2021	2	
Poole, Jordan	At-Large	Council	1	2026	3/1/2028	6/13/2024	2	
Richards, Neil	At-large	Council	6	2026	3/1/2028	2/28/2014	2	
VACANT, VACANT	Environmental Group	Council	0	2026	3/1/2028	6/13/2024	2	
VACANT, VACANT	Environmental Profession	Council	2	2026	3/1/2028	2/28/2019	2	
VACANT, VACANT	Employed Env Professional	Council	1	2026	3/1/2028	3/24/2022	2	

Term Length: TWO YEAR TERMS

The Environmental Advisory Board may review and make recommendations to the City Council and Mayor on environmental policy issues as follows:
(1)Proposed ordinances and codes of an environmental nature.
(2)Proposed changes to existing environmental ordinances and codes.
(3)Other environmental matters affecting the city referred to the Board by the City Council and Mayor.
(4)Other environmental matters affecting the City that are initiated by the Board and approved by the City Council and/or Mayor.

The Board shall be composed of nine (9) members appointed by the City Council: Five (5) members who are employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues. To the extent practicable, members will be residents or property owners of the City. Four (4) at-large members who are residents or property owners of the City.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Delarian Wiggins, do nominate Moira Johansen
(Nominee)

1505 W Wright St
Pensacola, FL 32501
(Home Address)

850-426-0622
(Phone)

(Business Address)

(Phone)

Moirajohansen@gmail.com
(Email Address)

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

for appointment by the City Council for the position of:

AT-LARGE MEMBER
WHO IS A CITY RESIDENT OR PROPERTY OWNER OF THE CITY
ENVIRONMENTAL ADVISORY BOARD
(Two-year term expiring 3/1/2028)

Provide a brief description of nominee's qualifications:

Please see attached application of interest.

DeLarian Wiggins
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: Sunday, May 10, 2026 10:35 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	Moira Johansen
Home Address	1505 W Wright St Pensacola, FL 32501
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8504260622
Email Address	Moirajohansen@gmail.com

Upload Resume (optional)	*Field not completed.*
(Section Break)	
Details	
Are you a City resident?	Yes
If yes, which district?	7
If yes, how long have you been a City resident?	4 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Environmental advisory board
Please list the reasons for your interest in this position:	I have been fortunate to live overseas and visit other countries and I'm always impressed at how many overseas countries are more geared to be inclusive with citizens on transportation issues. We in Pensacola have an opportunity to incorporate better and safer bike and pedestrian lanes for our residents. Fewer cars on the roads means less pollution and healthier residents.
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.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jennifer Brahier, do nominate Ralph Schofield, Jr. (Nominee)

794 North 11th Avenue (Home Address) (863) 398-6183 (Phone)

(Business Address) (Phone)

ralph.schofield@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
EMPLOYED OR RETIRED ENVIRONMENTAL PROFESSIONALS,
OR MEMBERS OF LOCAL ENVIRONMENTAL ORGANIZATIONS
OR BUSINESSES WITH AN INTEREST IN CITY ENVIRONMENTAL ISSUES
ENVIRONMENTAL ADVISORY BOARD
(Two-year term expiring 3/1/2028)

Provide a brief description of nominee's qualifications:

Ralph is an attorney representing the Fl. Dept of Health on many topics including environmental health. This will off the EAB expertise in broad areas-

J. Brahier

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: Wednesday, February 11, 2026 10:06 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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

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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	Ralph H. Schofield, Jr.
Home Address	794 North 11th Avenue Pensacola, FL 32501
Business Address	794 North 11th Avenue Pensacola, FL 32501
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8633986183
Email Address	ralph.schofield@gmail.com

Upload Resume (optional)	Schofield Resume EAB.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?	2021
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Environmental Advisory Board
Please list the reasons for your interest in this position:	I am seeking EAB service because Pensacola's environmental decisions (e.g., stormwater and flooding resilience, watershed health, land use impacts, and long-term sustainability) directly affect public health, infrastructure burdens, neighborhood stability, and economic vitality. I want to help the EAB deliver recommendations that are practical, evidence-informed, and implementable.
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?	Candidate for ECUA Board, District 4; attorney for Florida Department of Health
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

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

Email not displaying correctly? View it in your browser.

RALPH HAMILTON SCHOFIELD, JR., JD, MPH, CPH
794 North Eleventh Avenue, Pensacola, Florida 32501 | 863-398-6183
ralph.schofield@gmail.com | linkedIn.com/in/ralphschofield

PROFESSIONAL SUMMARY

Public-sector attorney with 16+ years' experience spanning law, public health, and alternative dispute resolution. Focused on practical governance, risk management, ethics, and policy implementation affecting community health and environmental outcomes.

DISCLOSURES

Candidate: Emerald Coast Utilities Authority Board, District 4

Full-time public employee: Florida Department of Health

CURRENT ROLE

Chief Legal Counsel, Florida Department of Health | Pensacola, FL | 2017-Present

> Advises and represents county health departments; typical matters include environmental health enforcement, patient care and rights, employee relations, information security (including HIPAA), public records requests, contract negotiation/disputes, ethics, risk management, and court coordination for disease-control matters.

Owner/Mediator, Schofield Collaborative | Pensacola, FL | 2021-Present

> Provides family and homeowner's insurance mediation, securities arbitration, and a variety of consulting services.

PRIOR LEGAL EXPERIENCE

Attorney, Environmental nonprofits; Business & Real Estate Litigation | 2009-2017

> Practiced with environmental nonprofits, such as the National Wildlife Federation and Great Lakes Environmental Law Center, and in private law firm practice with business and real estate litigation focus, including assisting in drafting lawsuit against BP following Deepwater Horizon spill. Additionally interned with the U.S. Environmental Protection Agency.

EDUCATION

Juris Doctor (JD), University of Michigan Law School

Doctoral Studies, Leadership in Public Health Practice, University of South Florida

Master of Public Health (MPH), Toxicology & Risk Assessment, University of South Florida

B.A., Philosophy; B.A., Physics (Minor: Math), University of South Florida

LICENSES & CREDENTIALS

Licensed Attorney: Florida; Texas

Florida Supreme Court Certified Circuit-Civil and Family Mediator

Florida Supreme Court Qualified Arbitrator

FINRA Arbitrator

Certified in Public Health (CPH)

Licensed Real Estate Broker and Instructor

CIVIC & COMMUNITY ENGAGEMENT (selected)

Animal care and fostering: Escambia County Department of Environmental Welfare

Community investment advising: United Way of Central Florida

Board service: SPCA Florida

Special counsel: Emerald Coast Wildlife Refuge

Judge: HOSA Future Health Professionals biomedical debate; mock trial/moot court competitions

RELEVANT SKILLS FOR ENVIRONMENTAL ADVISORY WORK

Environmental/public health risk framing; enforcement/regulatory context; practical implementation analysis

Public-sector governance process, ethics, and transparency (Sunshine/public records awareness)

Clear, board-ready writing: findings, recommendations, decision options

Stakeholder facilitation and consensus-building (mediation/arbitration background)

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jennifer Brahier, do nominate Josh Sessums
(Nominee)

6131 Arbutus Drive
Pensacola, FL 32504
(Home Address)

601-663-8031
(Phone)

(Business Address)

(Phone)

sessumsjosh@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
EMPLOYED OR RETIRED ENVIRONMENTAL PROFESSIONALS,
OR MEMBERS OF LOCAL ENVIRONMENTAL ORGANIZATIONS
OR BUSINESSES WITH AN INTEREST IN CITY ENVIRONMENTAL ISSUES
ENVIRONMENTAL ADVISORY BOARD
(Two-year term expiring 3/1/2028)

Provide a brief description of nominee's qualifications:

Josh has a deep devotion to our community and would like to serve in a meaningful way. He has a degree in Meteorology with an emphasis in weather patterns

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: Friday, October 17, 2025 1:49 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

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(Section Break)

Personal Information	
Name	Josh Sessums
Home Address	6131 Arbutus Drive Pensacola, FL 32504
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	6016638031
Email Address	sessumsjosh@gmail.com

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?	9 years as a resident; Homeowner since February 2025
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Environmental Advisory Board, International Relations Advisory Board, Climate Mitigation & Advisory Board (if it still exists - minutes seem to stop at 2018)
Please list the reasons for your interest in this position:	My wife and I moved to Pensacola in 2016. We love it here. I have worked on Pensacola Beach as Florida Licensed Community Association Manager (CAM) for the last 7 years; I have truly enjoyed working with the community in this capacity, and I am looking for ways to expand how I can work to improve our livelihood in a meaningful way for all who live in our beautiful city. I chose the Boards that I did due to my unique skillset; I have a Bachelor of Science in Meteorology and still actively study our weather and weather patterns, and I believe that combined with my CAM experience and love for people would make working with the city and its people a good fit. If there are any other roles that I did not see or mention here, I'd be open to learning more about those as well. I appreciate your time and consideration.
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	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

File #: 26-631 Agenda Conference 6/15/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

MAYORAL APPOINTMENTS - DOWNTOWN IMPROVEMENT BOARD

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Downtown Improvement Board (DIB) is a quasi-governmental, not-for-profit agency created in 1972 for the purpose of physically, economically, and socially revitalizing downtown Pensacola. The DIB coordinates the marketing and promotion of the 44-block central business core of downtown Pensacola.

The DIB was created by a Special Act of the Florida Legislature Section 72.662 and is to be composed of five (5) members appointed by the Mayor and confirmed by the City Council. Members must be owners of realty within the downtown area, subject to ad valorem taxation, or a lessee thereof required by lease to pay taxes. No voting member may be a City or County Officer or employee.

Article II, Section I (1) - Board Composition, Term and Appointments, states in part, "…The Board shall be composed of five (5) members appointed by the Mayor of Pensacola with the concurrence of the Pensacola City Council for three (3) year staggered terms."

PRIOR ACTION:

The Mayor makes appointments to this board annually.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

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

STAFF CONTACT:

Dustin Retherford, Policy & Legislative Affairs Officer

ATTACHMENTS:

1. Member List
2. Application of Interest - William Merrill

PRESENTATION: No

Downtown Improvement Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Holler, Nathan	Business Owner	Mayor	1	2026	6/30/2028	6/16/2022	3	
McKean, Christopher L.	Business Owner	Mayor	0	2026	6/30/2027	2/9/2023	3	
Merrill, William L.	Business Owner	Mayor	0	2026	6/30/2026	7/20/2023	3	
Papantonio, Sara	Attorney	Mayor	0	2026	6/30/2028	6/12/2025	3	
Patton, Allison	Council Member-Ex Officio	Mayor	1	2026	11/24/2026	12/12/2024	2	
Simpson, Rafael	Business Owner/Resident	Mayor	0	2026	6/30/2026	6/15/2023	3	

Term Length: THREE YEAR TERMS

COMPOSED OF FIVE (5) MEMBERS APPOINTED BY THE MAYOR AND CONFIRMED BY THE CITY COUNCIL. MEMBERS MUST BE OWNERS OF REALTY WITHIN THE DOWNTOWN AREA, SUBJECT TO AD VALOREM TAXATION, A LESSEE THEREOF REQUIRED BY LEASE TO PAY TAXES THEREON. NO VOTING MEMBER SHALL BE SERVING AS A CITY OR COUNTY OFFICER OR EMPLOYEE.

Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, May 21, 2026 12:12 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	William Merrill
Home Address	1164 Finch Drive Gulf Breeze, FL 32563
Business Address	226 S. Palafox Place: 11th Floor Pensacola, FL 32502
To which address do you prefer we send correspondence regarding this application?	Business
Preferred Contact Phone Number(s)	8504491007
Email Address	william@merrillland.com
Upload Resume (optional)	*Field not completed.*

(Section Break)

Details	
Are you a City resident?	No
If yes, which district?	*Field not completed.*
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	No
Are you a registered voter in the city?	No
Board(s) of interest:	Downtown Improvement Board
Please list the reasons for your interest in this position:	My company owns multiple downtown properties within the DIB and I have a genuine interest in seeing downtown Pensacola prosper.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Downtown Improvement Board
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Caucasian

Physically Disabled	No
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

File #: 26-654 Agenda Conference 6/15/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF CONTRACT FOR RFP 26-032 - STORMWATER ASSESSMENT CONSULTANT

RECOMMENDATION:

That City Council approve the ranking of the selection committee and award a 3-year contract for RFP No. 26-032 for a stormwater assessment consultant to Raftelis Financial Consultants Inc. in an amount not to exceed $69,310 in year 1 and $26,510 in years 2 and 3 for a total contract of $122,330. Further, that City Council authorize the Mayor to take those actions necessary to negotiate, execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The City of Pensacola issued a request for proposals (RFP) for interested firms to submit proposals for providing the City stormwater assessment consulting services including:

- Reviewing and updating the City's existing residential tier structure.
- Reviewing and updating the City's equivalent stormwater unit (ESU) square footage.
- Developing of new assessment methodologies using up-to-date technologies that can more accurately determine impervious square footage per parcel.
- Assisting in the creation of the annual assessment roll.
- Annually assisting the City with the maintenance of the assessment roll and updating parcel information as needed.

The City received three proposals from Aqualis, Willdan Financial Services and Raftelis Financial Consultants. The selection committee short-listed for the purpose of hearing oral presentations two of these firms; Willdan and Raftelis. Raftelis was the firm ranked #1 by the

selection committee.

PRIOR ACTION:

February 23, 2026 - City Council held a stormwater workshop

FUNDING:

	Year 1	Year 2	Year 3	Funding Source
Budget	$69,310	$26,510	$26,510	Stormwater Assessment
Actual	$69,310	$26,510	$26,510	

FINANCIAL IMPACT:

Funding from the Stormwater Assessment Fund will be used for this project and on-going cost. Pricing and estimated timeline are included in the attached spreadsheet.

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

6/4/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Raftelis Pricing Breakdown RFP 26032

PRESENTATION: No

Pensacola, Florida - Stormwater Assessment Fee Consultant Services - RFP #26-032 - Revised Pricing

Tasks	Original Price	Year of Contract	Updated Price	Year 1	Year 2	Year 3	Notes	Timeline for Completion
0. Project Management, Data Collection and Kickoff Meeting	$4,340	Year 1	$4,340	$4,340				Throughout Project
1. Review and update of the City's existing residential tier structure	$5,780	Year 1	$5,780	$5,780				June 2026
2. Review and update of the existing stormwater assessment fee structure including the ESU square footage and the residential tier structure	$5,240	Year 1	$5,240	$5,240				February to March 2027
3. Option 2: Artificial Intelligence Captured Impervious Area: Development of new assessment structures using the most up-to-date technologies such as artificial intelligence etc. to more accurately determine impervious square footage per parcel. This will include conducting the work necessary to provide the impervious square footage per parcel.	$63,950	Year 1	$13,950	$13,950			**Price without Original AI Data Purchase - $50k Vendor Estimate**	June 2026 to December 2026
4. Creation of the annual stormwater assessment roll sufficient to transmit to the Escambia County Tax Collector for collection on the annual property tax bill.	$5,000	Year 1	$5,000	$5,000				July 2026 (draft) and September 2026 (final)
5. Development of any ordinances or resolutions needed to implement any change	$5,160	Year 1	$5,160	$5,160				June 2027
6. Year 1 : Development and mailing of any required notices to affected properties.	$20,000	Year 1					**Price breakdown for mailing and printing shown as Subtasks 6.1 and 6.2 below**	July to August 2026
Subtask 6.1- Letter into #10 Window Envelope 8.5" x 11" to 3.67" x 8.5" Letter Prints 1/1 Black No Bleeds with Personalized Fields Approximately 21,600 Domestic Letters & 2,400 International Letters #10 Window Envelope: Prints 1/0 Black No Bleeds PDF proof using customer supplied files Process customer supplied mailing list for CASS/NCOA Insert folded letter into #10 Window, seal & tray for mailing International Pieces will be Metered at International First Class Rates Deliver to Charlotte BMEU	*$7,700*	*Year 1*	*$7,700*	*$7,700*			*Costs for paper, envelopes, mail merge, printing, stuffing*	*July to August 2026*
Subtask 6.2 - Postage is estimated at $0.38 each for Domestic Pieces and $1.70 for International Pieces.	*$12,300*	*Year 1*	*$12,300*	*$12,300*			*Cost for Postage*	*July to August 2026*
6. Years 2 and 3 as needed: On-going assistance to City staff in the maintenance and implementation of the fee including the creation of the tax roll and the development and mailing of any required notices to affected properties.	$26,510	Years 2 and 3 (if needed)					**Price breakdown for tax roll, mailing and printing shown as Subtasks 6.3, 6.4 and 6.5 below**	June to September 2027 (and subsequent years as needed)
Subtask 6.3: Creation of the annual stormwater assessment roll and annual Development of Resolutions Certifying the Stormwater Assessment Roll and Annual Creation of Public Notice Letter and Newspaper Advertisement	*$6,510*	*Years 2 and 3 (if needed)*	$6,510		$6,510	$6,510	*Cost for Tax Roll Creation*	*June to September 2027 (and subsequent years as needed)*
Subtask 6.4- Letter into #10 Window Envelope 8.5" x 11" to 3.67" x 8.5" Letter Prints 1/1 Black No Bleeds with Personalized Fields Approximately 21,600 Domestic Letters & 2,400 International Letters #10 Window Envelope: Prints 1/0 Black No Bleeds PDF proof using customer supplied files Process customer supplied mailing list for CASS/NCOA Insert folded letter into #10 Window, seal & tray for mailing International Pieces will be Metered at International First Class Rates Deliver to Charlotte BMEU	*$7,700*	*Years 2 and 3 (if needed)*	$7,700		$7,700	$7,700	*Costs for paper, envelopes, mail merge, printing, stuffing*	*June to September 2027 (and subsequent years as needed)*
Subtask 6.5 - Postage is estimated at $0.38 each for Domestic Pieces and $1.70 for International Pieces.	*$12,300*	*Years 2 and 3 (if needed)*	$12,300		$12,300	$12,300	*Cost for Postage*	*June to September 2027 (and subsequent years as needed)*
7. Optional Task - Development of public facing webviewer to display updated impervious area	$9,840	Year 1	$9,840	$9,840				April to May 2027
Total Professional Fees - Year 1			**$69,310**	**$69,310**	**$26,510**	**$26,510**		
Total Professional Fees - Year 2 and 3 (per year as needed)			**$0**					

File #: 26-640 Agenda Conference 6/15/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

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

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts & Neighborhoods.

Pensacola Energy was awarded a grant under the Natural Gas Distribution Infrastructure & Safety Modernization grant program in April 2025. The required National Environmental Policy Act (NEPA) analysis was then completed and a categorical exclusion was approved for the project concluding the NEPA process. On April 1, 2026 the City solicited bids for ITB NO. 26-026, Natural Gas Pipeline Replacement at Peachtree Park and Greenhut Court for construction, engineering, and community relations services according to the grant scope of work and specifications. Four responsive bids were received on May 14, 2026 as shown in the attached bid tabulation. Equix Energy Services, LLC provided the lowest and most responsive bid.

PRIOR ACTION:

July 17, 2025 - City Council approved the acceptance of the PHMSA Grant No. 693JK32540107NGDI for Natural Gas Pipeline Replacement in the amount of $10,076,858.

July 17, 2025 - City Council adopted Supplemental Budget Resolution No. 2025-45 appropriating grant funds in the amount of $10,076,858.

FUNDING:

Budget:	$10,076,858	PHMSA Grant No. 693JK32540107NGDI Award
Actual:	$6,057,270	ITB Bid No. 26-026
	$605,730	10% Contingency
	$6,663,000	TOTAL

FINANCIAL IMPACT:

The funds for the project were appropriated in the Pensacola Energy Budget on Supplemental Budget Resolution No. 2025-45 at the July 17, 2025 City Council Meeting. The total project cost is being funded by the federal grant 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
Amy Lovoy, Finance Director
Darryl Singleton, Pensacola Energy and Sanitation Services Director

ATTACHMENTS:

1. Bid Tabulation - ITB 26-026
2. Draft Contract - ITB 26-026

PRESENTATION: No

TABULATION OF BIDS

BID NO: 26-026

TITLE: NATURAL GAS PIPELINE REPLACEMENT AT PEACHTREE PARK AND GREENHUT COURT

OPENING DATE & TIME: May 14, 2025, 2:30 P.M. DEPARTMENT:6057 Pensacola Energy	EQUIX ENERGY SERVICES, LLC Midway, FL	PRIMORIS DISTRIBUTION SERVICES, INC. Orlando, FL	UTILITY SERVICE COMPANY, INC. Gulf Breeze, FL	SOUTHEASTERN PIPELINE & ENVIRONMENTAL SERVICES Terry, MS
Base Bid	$6,057,270.70	$10,215,988.68	$10,599,414.59	$15,889,637.00

CONTRACT BETWEEN CITY OF PENSACOLA AND EQUIX ENERGY SERVICES, LLC
BASED UPON INVITATION TO BID #26-026

THIS CONTRACT ("Contract") is made this ___ day of _____, 20__, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and Equix Energy Services, LLC, ("Contractor"), a limited liability company authorized to do business in Florida, located at 32410 Blue Star Highway, Midway, FL 32343 (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #26-026, on April 1, 2026 ("Invitation to Bid"), as described in Invitation To Bid for Natural Gas Pipeline Replacement at Peachtree Park and Greenhut Court, Bid #26-026, as modified by any addendum to the ITB, 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 May 13, 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, 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 Six Million Fifty-seven Thousand Two Hundred Seventy and 70/100 ($6,057,270.70) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

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

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

Section 6. Performance Schedule.
The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.

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

Section 8. No Waiver.
No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.
This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.
Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.
The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.
The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.
The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly

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

Section 17. Mandatory Use of E-Verify System.
In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

Section 18. Federal Required Language
Since the parties anticipate that federal funding will be applied to this Agreement, federal contract clauses contained in Attachment “B” must be complied with, where applicable, in addition to the clauses already mentioned.

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

CONTRACTOR	**CITY OF PENSACOLA, FLORIDA**
Equix Energy Services, LLC (Contractor’s Name)	_____ Mayor, D. C. Reeves
By_____ Member	Attest: _____ City Clerk, Ericka L. Burnett
_____ (Printed Member's Name)	Approved as to Substance:
By:_____ Member	_____ Department Director
_____ (Printed Member’s Name)	Legal in form and execution: _____ City Attorney

Attachment "A"

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

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

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

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021

ATTACHMENT "B"

FEDERAL CONDITIONS

Required Contract Provisions

1. BREACH OF CONTRACT TERMS *(2 CFR § 200 Appendix II(A))*
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

2. TERMINATION FOR CAUSE OR CONVENIENCE*(2 CFR § 200 Appendix II(B))*
The City may terminate this Contract for cause or for convenience upon thirty (30) days prior written notice.

3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
Clean Air Act
Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with assistance provided by the federal government.

Federal Water Pollution Control Act
The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with assistance provided by the federal government.

4. DEBARMENT AND SUSPENSION
This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's

principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
This certification is a material representation of fact relied upon by City of Pensacola. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Pensacola, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. ACCESS TO RECORDS

The Contractor agrees to provide the City of Pensacola, the federal officials, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
The Contractor agrees to provide the federal government or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
In compliance with the Disaster Recovery Act of 2018, the City of Pensacola and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

7. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR

RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Pensacola shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a) Competitively within a timeframe providing for compliance with the contract performance schedule;
b) Meeting contract performance requirements; or
c) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. BYRD ANTI-LOBBYING AMENDMENT.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the attached certification (Appendix A).

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The Contractor, **Equix Energy Service, LLC**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

EXHIBIT A

BID DOCUMENTS

EXHIBIT B

PROPOSAL

The Proposal dated May 13, 2026, which Contractor submitted in response to the Bid Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

File #: 26-652 Agenda Conference 6/15/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

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

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #6: Public Spaces that Connect Communities.

This item seeks City Council approval to award the state contract #EI00059-2021MA to replace windows at the Pensacola Library located at 239 North Spring Street. The current windows and facade have confirmed water intrusion that was identified by the contractor during their site assessment and photos have been included in the proposal attached to this item.

This project includes glass replacement of 46 fogged units approximately 300SF of glass, removing and replacing distressed, failed/deteriorated sealant, and replacement of downspout head. This project includes removing and disposing of old windows. All work will be performed per current codes. The proposal, schedule and pricing details are attached to this item.

PRIOR ACTION:

June 16, 2022 - City Council approved an amendment to the Interlocal Agreement between

Escambia County and the City of Pensacola which provided for the City to collect 10% of the MSTU levied within the City Limits, effective January 1, 2023.

FUNDING:

Budget:	$104,247.42	Interlocal Agreement with Escambia County for Library Facilities
Actual:	$94,770.38	Base Bid
	$9,477.03	10% Contingency
	$104,247.42	TOTAL

FINANCIAL IMPACT:

Funding for this project derives from the City's 10% portion of the MSTU collected for Library Services to be used for capital improvement and major upgrades to current library facilities located within the jurisdictional boundaries of the City of Pensacola. Those funds are appropriated each year within the approved fiscal year budget.

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

STAFF CONTACT:

David Stafford, City Administrator
Russell Sweatt, Facilities and Fleet Director
Vijay Godishela, Construction Project Manager

ATTACHMENTS:

1. City of Pensacola - Library Window Replacement & Facade Repairs Proposal

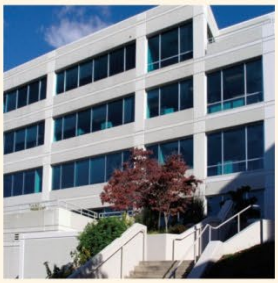
PRESENTATION: No

Proposal for:

City of Pensacola

222 W. Main St.
Pensacola, FL 32521

Project: City of Pensacola Library Window Replacement & Facade



Submitted by:

Weatherproofing Technologies, Incorporated.

March 27th, 2026

E&I Cooperative Services

E&I Cooperative Purchasing

Contract #: EI00059~2021MA

WTI Proposal: 5070481

City of Pensacola

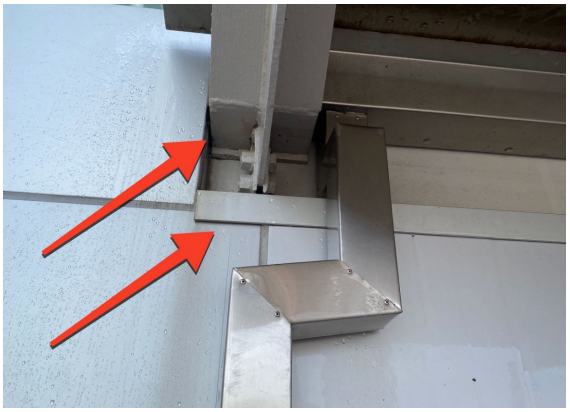
RE: City of Pensacola Library Window Replacement & Facade

Attn: Mike Fitzpatrick & Austin Higgins,

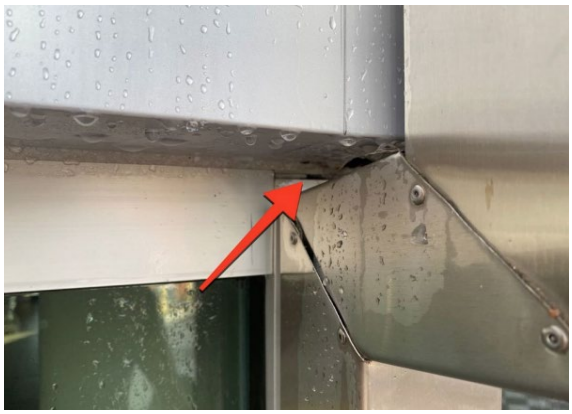
Weatherproofing Technologies, Inc. (WTI), a subsidiary of Tremco, is pleased to submit this proposal for the City of Pensacola – City of Pensacola Library Window Replacement & Facade. Please acknowledge the scope of work for a detailed description of what is proposed to be performed. We look forward to working with you on this project.

City of Pensacola Library Window Replacement & Facade
239 N Spring St
Pensacola, FL 32502

Leak #1



Confirmed water intrusion



Confirmed water intrusion

Leak #2

Confirmed water intrusion

Failing sealant

Leak #3

Confirmed water intrusion

SCOPE OF WORK

1) Mobilize site and set up access to leak areas – 3 EA areas included
2) Remove downspout heads, as needed, to access joint – 1 EA area included
3) Remove and replace distressed, failed and/or deteriorated sealant – 90 LF included
4) Replace downspout head - 1 EA area included
5) Clean work area and demobilize

Window Replacement

1) Glass replacement for 46 fogged units approximately 300 SF of glass.
   a) Replacement glass to be 1 5/16" Solar ban 70 impact glass
2) Clean work area and demobilize.

EXCLUSIONS:

1. No electrical, mechanical, or plumbing costs are included in the lump sum.

QUALIFICATIONS:

1. Barricades and signs, along with traffic control protection, will be provided as needed by the contractors.
2. Use of onsite parking for workers assumed during construction.
3. Use of building electric power and water assumed during construction.

PROPOSED SCHEDULE & FEES

SCHEDULE

We will dedicate required manpower/resources to perform our services on a timely and responsive basis. Full-time supervision will be supplied for the basic scope of work, we estimate fifteen (15) days construction time which will be scheduled from receipt of a purchase order.

***NOTE**: Field work cannot be completed during inclement weather.*

FEES: City of Pensacola

Based on the abbreviated scope of work listed, we propose a total lump sum fee in the amount of:
(Ninety-Four Thousand Seven Hundred Seventy Dollars and Thirty-Eight Cents).

Pricing: $ 94,770.38

We have included in the project costs all labor, materials, equipment, and incidentals to complete the work as outlined in the specifications, including construction management, profit and overhead.

The lump sum pricing is based on access to certain areas such as parking lots or interior pathways to access roofs. Interior access will also need to be available to reach certain roof sections. A laydown area on-site, if available, would be used to store material and equipment.

In roof areas where mechanical equipment is prevalent, coordination with the owners in house or mechanical contractor will be required as not to disconnect or shut down any equipment without permission.

This proposal is set forth above in accordance with the terms and conditions of our current **E&I Contract #EI00059~2021MA** Agreement.

This proposal is valid for sixty (60) days and does not include taxes. Owner to provide tax-exempt certificate.

Services requested beyond the above scope of work shall be considered additional services. Separate or multiple cost opinions, if requested, shall be prepared at additional cost.

Please feel free to contact me if you have any questions.

Respectfully,
WEATHERPROOFING TECHNOLOGIES, INC.

Matthew Carroll
Construction Manager
Copy: Jason Moore, Alan Davis – Tremco, Inc.

APPROVED BY:

Owner:

Signature: _____

Print Name:_____

Date:_____

This proposal is an offer by WTI to provide the scope of work set forth above to the customer on the Terms and Conditions set forth herein and in **E&I Contract #EI00059~2021MA** *terms and conditions, which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with customer signed by an authorized representative of WTI.*

We appreciate the opportunity of being considered for these services. Should you have any questions about our proposal, please let us know.

Educational & Institutional Cooperative Purchasing

Lower Costs for Higher Ed

Effective 08/15/2025

Quotes are valid for 60 days. After that time, project conditions are subject to reassessment.

Contract #: EI00059~2021MA

WEATHERPROOFING TECHNOLOGIES, INC. E&I LINE ITEM PRICELIST

Roofing & Building Envelope Services

OWNER: CITY OF PENSACOLA

PROJECT NAME: LIBRARY WINDOW REPLACEMENT

QUOTE # 5070481

DATE: 3/19/2026

Bid Item Number	Description of Cost Factors	Unit of Measure	Price	Quantity	Project Amount
26.15	Installer **(Demo Existing Windows, Remove/Replace Conductor Head, Caulk Around Awning, Remove and Replace Window Sealant)**	Per Hour	$ 164.66	82	**$ 13,502.12**
	Silicone Caulk @ Windows	*LS*	*$ 288.00*	*1*	*$ 288.00*
	Urethane Caulk @ Windows	*LS*	*$ 204.00*	*1*	*$ 204.00*
	Backer Rod	*LS*	*$ 300.00*	*1*	*$ 300.00*
	Spectrem 2-15 SSG CS	*LS*	*$ 8.47*	*1*	*$ 8.47*
	Dymonic 100-SSG	*LS*	*$ 60.70*	*1*	*$ 60.70*
M.17	Multiplier - Construction Distributor Material For Repair Work	Multiplier	1.15	$ 861.17	**$ 990.35**
26.12	Building/Construction Manager	Per Hour	$ 211.75	21	**$ 4,446.75**
26.9	Multiplier/factor to be applied to the R.S. Means costs	% to be applied	95%	$ 79,822.28	**$ 75,831.17**
				FREIGHT	**N/A**
				TOTAL PROJECT COST	**$ 94,770.38**

*The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project as per Contract #EI00059~2021MA.

File #: 26-610 Agenda Conference 6/15/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

CITY OF PENSACOLA HOUSING DEPARTMENT PUBLIC HOUSING AGENCY 2026-2027 ANNUAL PLAN

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

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

The Plans must be approved by the governing board of the PHA, with Certifications of Compliance to be signed by the authorized official. The approved Plans and Certifications must be submitted to HUD by July 18, 2026. The Annual Plan covers fiscal year October 1, 2026 through September 30, 2027.

PRIOR ACTION:

July 17, 2025 - City Council approved the 2025-2029 Five Year Plan and the 2025-26 PHA Annual Plan

FUNDING:

N/A

FINANCIAL IMPACT:

Submission of the Annual Plan is required for continued receipt of the Housing Choice Voucher program funding.

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

STAFF CONTACT:

Amy Miller, Deputy City Administrator
Betsy McDonald, Housing Director

ATTACHMENTS:

1. PHA Annual Plan 2026-27

PRESENTATION: No

Streamlined Annual PHA Plan *(HCV Only PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 09/30/2027

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services. They also inform HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low-, very low-, and extremely low- income families.

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

Definitions.

(1) ***High-Performer PHA*** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers (HCVs) and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, SEMAP for PHAs that only administer tenant-based assistance and/or project-based assistance, or PHAS if only administering public housing.

(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.

(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.

(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.

(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.

(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or HCVs combined and is not PHAS or SEMAP troubled.

A.	PHA Information.
A.1	**PHA Name**: City of Pensacola Housing Department **PHA Code**: FL092 **PHA Plan for Fiscal Year Beginning**: (MM/YYYY): 10/2026 **PHA Inventory** (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) **Number of Housing Choice Vouchers (HCVs)** 2,251 HCVs, 50 NED, 203 VASH **PHA Plan Submission Type:** ☑ Annual Submission ☐ Revised Annual Submission **Public Availability of Information.** In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA and should make documents available electronically for public inspection upon request. PHAs are strongly encouraged to post complete PHA Plans on their official websites and to provide each resident council with a copy of their PHA Plans. The public may obtain copies of the Annual Plan, and supporting documents at the Housing Department administrative offices at 420 W. Chase Street, Pensacola, FL 32502. Copies are posted to the City of Pensacola Housing website at https://www.cityofpensacola.com/198/Plans-Reports where other PHA policies including the Administrative Plan are also publicly available. Electronic copies are available upon request and may be requested via phone at 850-858-0350. The 45 day public comment period commenced Tuesday, April 7, 2026 and concluded Friday, May 22, 2026. All HCV participants are designated as members of the Resident Advisory Board (RAB). A letter was sent to all RAB members in inviting participation in a survey related to the planning process, providing for notice of the April 28, 2026 public hearing, and advising of the online availability of the plan.

☐ **PHA Consortia**: (Check box if submitting a joint Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
Lead HA:				

B. Plan Elements.

B.1 Revision of Existing PHA Plan Elements.

a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?

Y	N	
☐	☑	Statement of Housing Needs and Strategy for Addressing Housing Needs.
☐	☑	Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.
☐	☑	Financial Resources.
☐	☑	Rent Determination.
☐	☑	Operation and Management.
☐	☑	Informal Review and Hearing Procedures.
☐	☑	Homeownership Programs.
☐	☑	Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.
☐	☑	Substantial Deviation.
☑	☐	Significant Amendment/Modification.

(b) If the PHA answered yes for any element, describe the revisions for each element(s):

Upon review of the HUD Notice PIH 2025-19, City of Pensacola Housing Staff requested a waiver from HUD which would allow EHV voucher holders preference to join the HCV waiting list and transition to the HCV program in a more streamlined approach. The City of Pensacola was granted waiver approval from HUD on September 9, 2025. This Administrative Plan amendment will support EHV families so they do not lose assistance and potentially face homelessness.
A summary of the plan amendments is as follows:
• Section 2: Added section to incorporate HUD guidance clarifying that income targeting does not apply to EHV transitioning families
• Section 5: Added sections to incorporate HUD guidance clarifying EHV admission, EHV preference, and EHV criminal screenings
• Section 15: Added section to incorporate HUD guidance regarding EHV lease in place

B.2 **New Activities.**

(a) Does the PHA intend to undertake any new activities related to the following in the PHA's applicable Fiscal Year?

Y	N	
☐	☑	Project-Based Vouchers

(b) If Project-Based Voucher (PBV) activities are planned for the applicable Fiscal Year, provide the projected number of PBV units and general locations, and describe how project-basing would be consistent with the PHA Plan.

B.3 **Progress Report.**

Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.

Goal # 1: Increase the availability of decent, safe, affordable housing
-APPLY FOR ADDITIONAL VOUCHERS
The City of Pensacola recently applied for 19 additional VASH vouchers.

-LEVERAGE PRIVATE AND/OR PUBLIC FUNDS TO CREATE ADDITIONAL HOUSING OPPORTUNITIES
In December 2025, City Council voted to support the development of Kupfrian Manor, a 94-unit affordable development for Seniors. The City Housing Office contributed funds to support this development. Additionally, there is an affordable unit designed for families also being constructed on this site. A total of 206 affordable units are anticipated to be leased up in late 2027.

-ENCOURAGE OWNERS AND LANDLORDS TO PARTICIPATE IN THE HCV PROGRAM
-The Housing Office has continued to meet with owners and landlords to explain the process to encourage program participation. Recently, the Housing Office met with the local Habitat for Humanity who launched a pilot rental program which will accept HCVs.

Goal # 2: Improve the quality of assisted housing

NSPIRE Progress: NSPIRE was implemented 2/1/2026, we have completed approximately 200 inspections using the new inspection protocol.
The City of Pensacola's SEMAP Score from this past FY was a 96%, demonstrating a commitment to excellence and ensuring we are delivering the highest quality of assisted housing services specifically around HQS enforcements, quality control, correct determination of income and rents, timeliness of annual income examination, and other indicators.

Goal #3: Promote self-sufficiency and asset development for families and individuals

The City of Pensacola Housing Office continues to provide homebuyer education classes, to include improving credit worthiness to prepare for homebuying. The Housing Office continues to work closely with the VA and Opening Doors to provide case management for the special purpose vouchers under VASH and EHV.

B.4	**Capital Improvements.** – Not Applicable
B.5	**Most Recent Fiscal Year Audit.** (a) Were there any findings in the most recent FY Audit? Y N N/A ☑ ☐ ☐ (b) If yes, please describe: Finding 2025-001: For the FY2025 audit, there were three instances (out of 40 files) 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. Independent auditor accepted PHAs proposed compliance plan.
C.	**Other Document and/or Certification Requirements.**
C.1	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) have comments to the PHA Plan? Y N ☑ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. SEE ATTACHMENT C.1

C.2	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	**Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed,* must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.4	**Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N ☐ ☑ (b) If yes, include Challenged Elements.

Instructions for Preparation of Form HUD-50075-HCVAnnual PHA Plan for HCV-Only PHAs

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

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs), PHA Plan Submission Type**, and the **Public Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. Note: The number of HCV's should include all special purpose vouchers (e.g. Mainstream Vouchers, etc.) (24 CFR 903.23(e)).

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

B. Plan Elements. All PHAs must complete this section (24 CFR 903.11(c)(3)).

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

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

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

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

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

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

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

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

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

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

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

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

☐ **Significant Amendment/Modification**. PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan (24 CFR 903.7(s)(2)(ii)).

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

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements in the applicable Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 24 CFR 983.55(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations (including if PBV units are planned on any former or current public housing units or sites), and describe how project-basing would be consistent with the PHA Plan (24 CFR 903.7(b)(3), 24 CFR 903.7(r).)

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

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

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

C. Other Document and/or Certification Requirements.

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

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

C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of 24 CFR 5.150 *et seq*., 24 CFR 903.7(o)(1), and 24 CFR 903.15.

C.4 Challenged Elements. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public (24 CFR 903.23(b)).

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

Public reporting burden for this information collection is estimated to average 4.52 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

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

Overview:
Survey results show strong satisfaction, high awareness of program rules, and appreciation for housing stability. Top concerns include utility costs, unit age/condition, maintenance delays, and neighborhood safety.

Satisfaction Snapshot:
• Very satisfied: 57%
• Satisfied: 26%
• Neither: 9%
• Dissatisfied: 6%
• Very dissatisfied: 2%

Top 5 Resident Concerns:

1. High utility bills / energy inefficiency
2. Age/condition of unit
3. Maintenance not completed timely
4. Neighborhood safety/quality
5. Tenant rent portion too high

Program Awareness Highlights:
• 79% know they can request an HQS inspection
• 81% aware of after-hours drop box
• 96% understand income reporting requirements
• 11% report housing discrimination experiences

Key Takeaways:
• High satisfaction with many residents reporting no major concerns.
• Ongoing issues include utilities, aging units, maintenance, and safety.
• Voucher placement challenges persist due to landlord reluctance.
• Seniors and digitally limited residents need tailored support.

Decisions Based on RAB Recommendations:
In response to the feedback and recommendations provided, the agency will implement additional internal staff training to enhance service consistency and resident support. We will also expand homeownership workshop opportunities to better assist residents pursuing long-term stability and self-sufficiency.

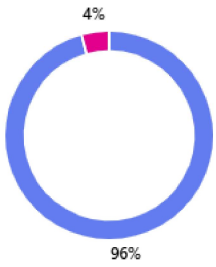
Responses Overview

Active

Responses	Average Score	Average Time
48	0	05:26

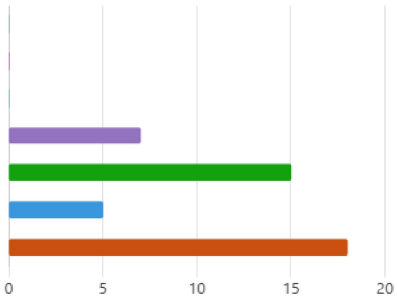
1. Are you a participant on Pensacola Housing's Section 8 Housing Choice Voucher (HCV) program? A participant is an active voucher holder who has successfully leased up with their voucher at least once, even if they are shopping for a new unit now and between contracts. (0 p oint)

Yes	45
No	2



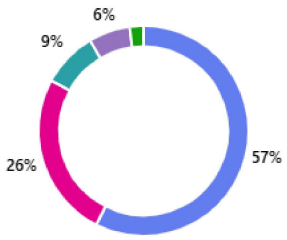
2. Please provide your age group with us. (0 point)

Under 18	0
18-24	0
25-34	0
35-44	7
45-54	15
55-64	5
65 and older	18

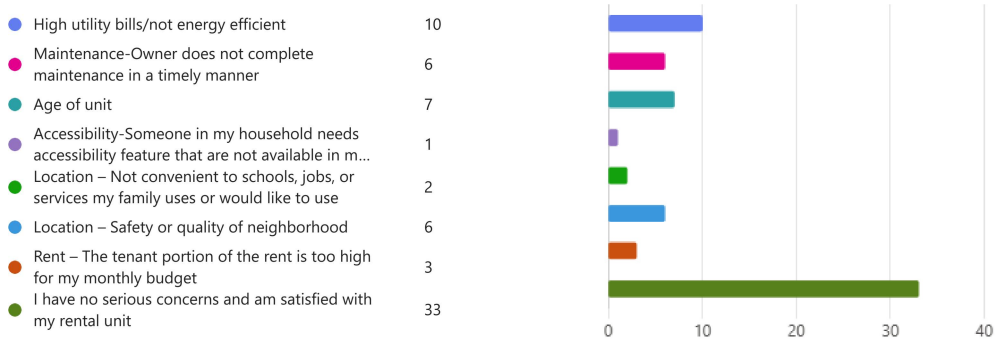


3. How would you rate your satisfaction with your current assisted unit? (0 point)

Very satisfied	27
Satisfied	12
Neither satisfied nor dissatisfied	4
Dissatisfied	3
Very dissatisfied	1



4. What are some of your concerns, if any, with your current assisted unit (Check all that apply)? (0 point)

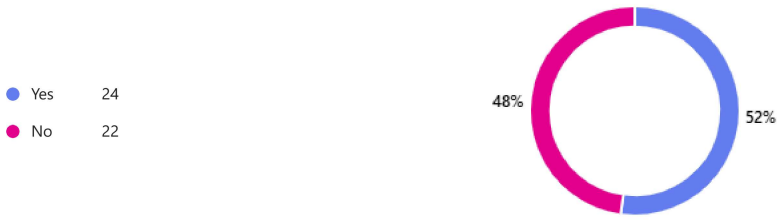


5. Are you aware that tenants can contact the Housing Department to request a Housing Quality Standards inspection if the landlord does n't respond to maintenance in a timely manner? (0 point)

6. Did you know that the Housing Department has a drop box where you can drop off documents after hours? (0 point)

7. Are you aware that not reporting all household income in a timely manner could result in an overpayment that must be paid back to the City of Pensacola Housing Department or termination of your assistance? (0 point)

8. Is it easier to find housing with a voucher? (0 point)



9. Have you experienced housing discrimination based on your Race, Age, Familial Status, Gender, Source of Income, Color, National Origin, Religion or Disability? (0 point)

10. Did you know that you can contact the Housing Department for assistance with filing a housing discrimination report? (0 point)

11. Are you aware that you are responsible for reporting and documenting all housing income and composition changes in writing within 10 business days? (0 point)

12. Did you know that all household income-including but not limited to wages, VA income, social security benefits, ssi, adoption subsidy an d regular gifts- must be reported to the Housing Department? (0 point)

13. Please write in any needs or comments for the Housing Choice Voucher Program. (0 point)

19
Responses

Latest Responses
"There continues to be a stigma attached to being a HUD Voucher tenant. Very dif... "

2026 RAB Survey Responses to #13 – Please write in any needs or comments for the Housing Choice Voucher Program

1. I am a Luddite and request a paper form for my correspondence instead of a computer
2. Wish I could get help every month with my electric bill
3. I don't have any concerns at the moment I am satisfied
4. I love the house choice voucher program thank for continuing 🙏 to keep shelter for me and my family My one Truth Blessing 👐 From God
5. One bedroom vouchers need to be higher or more...(Also more affordable places to live...
6. None
7. #2 age 60 is missing on this form
8. No option on this survey to enter my correct age (63)
9. I don't have any
10. N/A
11. Need more voucher houses
12. Think you All D P
13. There is a lack of affordable senior housing here in Pensacola for tenants on section 8. Private landlords do not want to accept it.
14. I wish you'd go back to how it used to be when you had to go into the office because I've never met my caseworker and then I asked her questions. She really wasn't qualified to answer the questions. She didn't really know the answers. She told me to look on the website, but the website is not up-to-date and not really functioning. It's really disheartening when you're trying to better your life and be independent and opt out of the housing voucher in the person that's supposed to help you with that doesn't have any answers or no solutions then my housing amount went up. I didn't get no paperwork saying anything or the reasoning why it went up. I just wish things will go back how it used to be before corona and everybody was at their house, more professional setting.
15. I moved into an apartment that has a lot of roaches. They should put that it's one of the questions for the housing department representative to be aware of before signing out choice vouchers. Now, even if I move, I'm still gonna carry the roaches with me because though they hide in hard to no places like cupboards, boxes, and inside of electronics.
16. Better house choices using vouchers..up to date models
17. The Program is the best thing ever happened to me because my family was homeless and everything been so much better sense we have a stable place I really appreciate the Program thanks
18. A way to go from renting to owning a property one day, how do I get there ?
19. There continues to be a stigma attached to being a HUD Voucher tenant. Very difficult to locate and secure landlords willing to contract with HUD.

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

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires: 09/30/2027

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

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

certify that the 5-Year PHA Plan for fiscal years _____ and/or Annual PHA Plan for fiscal year 26/27 of the City of Pensacola Housing Department (*PHA Name*) is consistent with the

Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies to:

City of Pensacola/Escambia County, Florida
Local Jurisdiction Name

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

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

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

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official:	Title:
D.C. Reeves	Mayor, City of Pensacola
Signature:	Date:

This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

Certifications of Compliance with PHA Plan and Related Regulations *(Standard, Troubled, HCV-Only, and High Performer PHAs)*	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB No. 2577-0226** **Expires: 09/30/2027**

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

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the___ 5-Year and/or✔ Annual PHA Plan, hereinafter referred to as "the Plan," of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 26/27*, in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a signed certification by the appropriate State or local official (form HUD-50077-SL) that the Plan is consistent with the applicable Consolidated Plan, which includes any applicable fair housing goals or strategies, for the PHA's jurisdiction and a description of the way the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the Resident Advisory Board (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the way the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
   i. The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
   ii. The changes were duly approved by the PHA Board of Directors (or similar governing body); and
   iii. The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours. Where possible, PHAs should make documents available electronically, for public inspection upon request.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment. The PHA ensured all notices and meetings provided effective communication with persons with disabilities and further provided meaningful language access for persons with Limited English Proficiency (LEP).
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Violence Against Women Act (34 U.S.C. § 12291 et seq.), and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, the Violence Against Women Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs.
7. The PHA will affirmatively further fair housing, in compliance with the Fair Housing Act, 24 CFR § 5.150 et seq., 24 CFR § 903.7(o), and 24 CFR § 903.15, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering

fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws (24 CFR § 5.151). Pursuant to 24 CFR § 903.15(c)(2), a PHA's policies should be designed to reduce the concentration of tenants and other assisted persons by race, national origin, and disability. PHA policies should include affirmative steps stated in 24 CFR § 903.15(c)(2)(i) and 24 CFR § 903.15(c)(2)(ii). Furthermore, under 24 CFR § 903.7(o), a PHA must submit a civil rights certification with its Annual and 5-year PHA Plans, except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document. The PHA certifies that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

8. For PHA Plans that include a policy for site-based waiting lists:
    - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module and/or its successor system: the Housing Information Portal (HIP) in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);
    - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
    - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
    - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
    - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination based on age pursuant to the Age Discrimination Act of 1975.
10. In accordance with the Fair Housing Act, the PHA will not base a determination of eligibility for housing on actual or perceived sexual orientation, or marital status and will not otherwise discriminate because of sex (including sexual orientation).
11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, 'Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped' for people with physical disabilities.
12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
13. The PHA will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implement the regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 2 CFR 200.302 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act**,** the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.

20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to always be available at all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA and, where possible, should be made available for public inspection in an electronic format.
22. The PHA certifies that it is following all applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

City of Pensacola Housing Department	FL092
PHA Name	PHA Number/HA Code

✔ Annual PHA Plan for Fiscal Year 20 26/27

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

Name of Executive Director: Elizabeth McDonald, Housing Director		Name Board Chairman: D.C. Reeves, Mayor	
Signature:	Date:	Signature:	Date:

This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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File #: 26-620 Agenda Conference 6/15/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Trauma Release Invest, Inc. is a nonprofit organization based in Pensacola, dedicated to trauma healing, suicide prevention and supporting suicide loss survivors in our community. On September 19, 2026, they will host the 3rd Annual Suicide Prevention Awareness Walk which will raise awareness and support those affected by suicide. Funds will be used to offset costs associated with this event.

PRIOR ACTION:

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

FUNDING:

Budget:	$ 4,255	District 7 Discretionary Funds
Actual:	$ 500	Trauma Release Invest, Inc. (TRI)

FINANCIAL IMPACT:

A balance of $4,255 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of $3,755 will remain in the District 7 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 #: 26-690 Agenda Conference 6/15/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

COUNCIL CONSENT TO MAYORAL APPOINTMENT OF STEVEN BAHAM AS ECONOMIC DEVELOPMENT DIRECTOR

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #7: Thriving Innovation and Businesses.

Section 4.01(a)(7) of the City Charter assigns the Mayor the authority to appoint the head of each department, with the consent of the City Council by an affirmative vote of a majority of City Council Members.

With the vacancy of the Economic Development Director position, the City embarked on a nationwide search to identify a qualified leader who could advance Pensacola's economic development priorities, support strategic redevelopment initiatives, strengthen public-private partnerships, and align economic growth efforts with the City's strategic plan and the Mayor's vision.

Mr. Steven M. Baham II is an accomplished economic development executive with more than 20 years of progressive experience in enterprise-level economic development strategy, public-private finance, business recruitment and retention, incentive structuring, grant administration, redevelopment, and fiscal stewardship. He most recently served as Economic Development Director for Citrus County, Florida, and previously held senior leadership roles with Louisiana Economic Development, where he supported major investment, expansion, and retention

initiatives across multiple jurisdictions.

Mr. Baham holds Certified Economic Developer and Economic Development Finance Professional designations. Based on his qualifications and experience, the Mayor presents Mr. Steven M. Baham II for your consideration and consent as Economic Development Director for the City of Pensacola.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Funding for this position has been appropriated within the Economic Development budget at 75% and the Community Redevelopment Agency budget at 25%.

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

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Cliff Collins, Jr., Associate City Administrator

ATTACHMENTS:

None

PRESENTATION: No

File #: 26-618 Agenda Conference 6/15/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL TO REALLOCATE FUNDS TO THE WAYSIDE PARK AND 17TH AVENUE IMPROVEMENTS PROJECT

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This project will advance the City of Pensacola Strategic Plan Goals #2: Safe Streets for All Mobilities and #5: More Walkable, Mixed-Use Districts.

This item is presented in advance of the award of Bid Item #26-034.

LOST IV funds in the amount of $750,000 were originally designated for the repair or replacement of the Baylen Street Marina and seawall. As an initial step, the City utilized a portion of those funds to conduct a comprehensive underwater inspection of the seawall surrounding Baylen Slip. The inspection revealed that the seawall had deteriorated beyond a condition suitable for repair, making full replacement the only viable long-term solution.

In response, the City retained an engineering consultant to develop replacement plans and secure the necessary permits for the project. Through that process, the estimated cost for replacement of the Baylen Slip seawall was determined to exceed $14 million. During the course of engineering, permitting, and planning efforts, the original LOST IV allocation has been reduced to a remaining balance of $404,525.

At the same time, the parking lot at the 17th Avenue Boat Ramp was significantly damaged. This item acknowledges the urgent need to address both facilities while also recognizing that the substantial cost of the Baylen Slip seawall replacement will require a longer-term funding

strategy.

The City is actively pursuing multiple grant opportunities and other funding sources to support the full seawall replacement project and will continue those efforts aggressively. In the interim, the proposed reallocation of remaining funds allows the City to make meaningful progress on critical waterfront infrastructure improvements rather than leaving funds unused while larger-scale financing is pursued. This approach demonstrates responsible stewardship of public resources, advances needed repairs, and positions the City to continue improving public access and resiliency along the waterfront.

PRIOR ACTION:

None

FUNDING:

Budget:	$750,000.0	LOST IV - Baylen Street Marina Seawall
Actual:		Dive Inspection, Engineering Design, and Permitting for
	$345,475.00	Baylen Slip Seawall
	$404,525.00	Total Remaining Budget

FINANCIAL IMPACT:

This item accompanies the award of bid item #26-034. This item will result in reallocation of $404,525.00 of LOST IV funding from the Baylen Street Marina Seawall Project to the Wayside Park and 17th Avenue Improvements Project.

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

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

File #: 26-502 | Agenda Conference | 6/15/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

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

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This project will advance the City of Pensacola Strategic Plan Goals #2: Safe Streets for All Mobilities and #5: More Walkable, Mixed-Use Districts.

Wayside Park East, located at the intersection of 17th Avenue and Bayfront Parkway, has experienced significant deterioration over time. The upland portions of the park's boat ramps and the entire dock have been damaged, while the parking lot pavement is in poor condition and does not meet current accessibility standards. In addition, the boardwalk north of the railroad track needs replacement.

The project also addresses the absence of a safe north-south pedestrian connection along 17th Avenue. This project's first bid alternate includes construction of a new boardwalk extending from the parking lot, beneath the train trestle, and replacement of the existing boardwalk north of Graffiti Bridge.

A second bid alternate focuses on removing and replacing the existing dock.

A third bid alternate focuses on improving safety at Graffiti Bridge, which is well known for frequent truck collisions caused by the bridge's low clearance. In coordination with the Florida Department of Transportation (FDOT), the bid alternate proposes installation of advanced warning systems in both the northbound and southbound directions to alert truck drivers to the low-clearance hazard well in advance of the bridge.

Upon completion, the project will significantly enhance roadway and park safety, accessibility, and overall public use of the area.

PRIOR ACTION:

August 17, 2023 — Council approved Memorandum of Agreement No. 23-00566 for funds in the amount of $275,000.00 for the use of Wayside Park Parking Lot as a staging and parking area by Skanska for bridge construction

FUNDING:

Budget:	$1,051,819.00	LOST IV Wayside/17th Ave Safety
	141,000.00	LOST IV 17th Ave Graffiti Bridge
	404,525.00	LOST IV Baylen St Marina Seawall
	241,025.00	Remaining Funds in Skanska Right of Entry Agreement - Account #041013-9333-119445
	$1,838,369.00	TOTAL
Actual:	$1,431,205.33	Base Bid = Base Bid +Bid Alt #1+ Bid Alt #2 + Bid Alt #3
	157,432.59	11% Contingency
	45,858.05	Fees paid out for Engineering Services to Private Consultant
	103,046.78	Project Oversight and Engineering Allocation by City Staff
	62,500.00	Railroad Permitting Costs
	5,500.00	Geotechnical Testing
	$1,805,542.75	TOTAL

FINANCIAL IMPACT:

The total project cost is being funded by a combination of LOSTIV funds along with reallocation of funds original set aside for projects which are no longer viable, as detailed above under "Funding". The reallocation has been accompanied with a corresponding reallocation City Council item.

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. Bid Tabulation
2. 2023-002828 Public Works - SKANSKA USA Civil Southeast Inc.
3. Skanska USA Civil Southeast Inc. Righ of Entry Agreement

PRESENTATION: No

TABULATION OF BIDS

ITB No: 26-034
TITLE: WAYSIDE PARK EAST AND 17TH AVENUE PARK IMPROVEMENTS

Submittals Due: **05/21/2026, 2:30 PM** Department: **Engineering**	C. W. ROBERTS CONTRACTING, INC. Pensacola, FL	LOFTIS MARINE, LLC Pensacola, FL	THE GREEN-SIMMONS CO., INC. Pensacola, FL	HARRIS CONTRACTING SERVICES Eight Mile, AL
Base Bid	$449,397.25	$416,164.16	$723,741.06	*non-responsive*
Bid Alternate 1 - Pedestrian Connection & Sidewalk	$445,788.25	$391,687.26	$397,209.44	
Bid Alternate 2 - Demo and Replace of Boat Dock	$121,272.25	$90,073.90	$102,650.08	
Bid Alternate 3 - LBAWS (Detection and Warning System)	No Bid	$533,280.01	$448,430.25	
Bid Alternate 4 - Green-Tinted Sidewalks	$22,275.00	$15,075.00	$9,569.25	
GRAND TOTAL	**$1,038,732.75**	**$1,446,280.33**	**$1,681,600.08**	
GRAND TOTAL MINUS BID ALT 4	*$1,016,457.75*	*$1,431,205.33*	*$1,672,030.83*	

****

****

SKANSKA

MEMORANDUM OF UNDERSTANDING

For the consideration of $275,000.00 (Two Hundred Seventy-Five Thousand Dollars) payable by Skanska USA Civil Southeast Inc. ("DB CONTRACTOR") to the City of Pensacola ("OWNER"), the parties mutually agree that all obligations and conditions of the DB CONTRACTOR under the "Right of Entry Agreement" dated December 14, 2021, and in relation to the Pensacola Bay Bridge Project work are hereby satisfactorily achieved, completed, and closed.

These obligations and conditions include the following:

- Restoration of the Visitors Center Parking Lot including Asphalt, Concrete, Striping, and Parking Stops
- Sewer Force Main Repairs at Visitor's Center
- All Irrigation System Repairs
- All Electrical /Lighting Elements and Repairs
- All "punch list" items identified during OWNER's walkthrough (see attached)

By receipt of payment and execution of this Memorandum, the City of Pensacola accepts all of DB CONTRACTOR'S work for the items specified herein, and provides a waiver and release for any and all claims known or unknown against DB CONTRACTOR, its agents, officers, directors, employees, subcontractors, sureties, successors in interest or assigns as to any right to recovery for costs or damages caused by DB Contractor's acts or omissions as to work for the items specified herein; provided, however, that the parties expressly acknowledge that the City of Pensacola does not waive and release any claims known or unknown against DB CONTRACTOR in relation to preparation for and recovery from incidents in connection with the September 2020 storm, Hurricane Sally, regarding which there are pending, unresolved claims which are not released by this agreement.

OWNER:

_____
Name (Please Print or Type)

9/5/2023 11:29:24 AM
_____
(Signature) (Date)

Ericka L. Burnett
9/5/2023 1:40:28 PM
Attest: _____

_____
(Date)

DB CONTRACTOR:

Skanska USA Civil Southeast Inc.

P. LaFave 7/25/23
_____
(Signature) (Date)

2600 Maitland Center Parkway, Maitland, FL 32751 Tel: (407) 839-2925

MEMORANDUM

TO: **D.C. Reeves, Mayor**

FROM: **James Cook, Assistant Director of Public Works & Facilities**

DATE: **August 29, 2023**

RE: **Memorandum of Understanding related to the use of Wayside Park Parking Lot**

RECOMMENDATION:

On August 17, 2023, City Council approved the Memorandum of Understanding (MOU) related to the previous use of Wayside Park Parking Lot as a staging and parking area by Skanska for bridge construction. In lieu of completing the items identified in the punch list completed by the City, SKANSKA has agreed to pay the City $275,000.00 so the City can complete the remaining punch list work.

FUNDING:

($275,000.00) revenue account # 001.572.366112

STAFF CONTACT:

James Cook, Assistant Director of Public Works & Facilities

Legislation Details (With Text)

File #:	23-00566 **Version:** 1	**Name:**	
Type:	Legislative Action Item	**Status:**	Passed
File created:	7/21/2023	**In control:**	City Council
On agenda:	8/17/2023	**Final action:**	8/17/2023
Enactment date:		**Enactment #:**	
Title:	MEMORANDUM OF AGREEMENT RELATED TO THE USE OF WAYSIDE PARK PARKING LOT AS A STAGING AND PARKING AREA BY SKANSKA FOR BRIDGE CONSTRUCTION		
Sponsors:	D.C. Reeves		
Indexes:			
Code sections:			
Attachments:	1. Memorandum of Agreement City of Pensacola 7-25-23		

Date	Ver.	Action By	Action	Result
8/17/2023	1	City Council	Approved	Pass
8/14/2023	1	Agenda Conference	Placed on Regular Agenda	

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

MEMORANDUM OF AGREEMENT RELATED TO THE USE OF WAYSIDE PARK PARKING LOT AS A STAGING AND PARKING AREA BY SKANSKA FOR BRIDGE CONSTRUCTION

RECOMMENDATION:

That the City Council approve the memorandum of agreement between the City of Pensacola and SKANSKA USA Civil Southeast Inc. for completion of punch list items identified during the Owner's walkthrough after construction the 3 Mile Bridge Project. In lieu of completing the items identified, SKANSKA has agreed to pay the City $275,000.00 so the City can complete the work.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Public Works staff have attended two field meeting with SKANSKA and FDOT representatives to review the area used by SKANSKA at Wayside Park for parking, access, and construction staging. During these visits staff noticed numerous items of damage to the park and parking lot that were directly related to SKANSKA's construction efforts. Due to other existing needs at Wayside Park, Staff negotiated this agreement to allow the City to have more time, and better control of the outcome of the repairs.

PRIOR ACTION:

None

FUNDING:

$275,000.00

FINANCIAL IMPACT:

Funds received will be placed in a general fund account designated for future use at Wayside Park.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/27/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, Public Works Director

ATTACHMENTS:

1) Memorandum of Agreement City of Pensacola 7-25-23

PRESENTATION: No

DocuSign Envelope ID: 611C6A86-AAD1-48E3-8BAD-B2FB1834AAFB

UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
SKANSKA USA CIVIL SOUTHEAST, INC.

The undersigned, constituting all of the members of the Board of Directors (the "Board") of SKANSKA USA CIVIL SOUTHEAST INC., a Virginia corporation (the "Corporation"), acting pursuant to Section 13.1-685 of Chapter 9 of the Code of Virginia, hereby consent to and adopt the following Resolutions:

RESOLVED, that effective January 1, 2022, the following individuals shall serve as officers of the Corporation until resignation, removal or death:

Don Fusco:	President
Michael Viggiano	Executive Vice President
J.K. Brookshire, III:	Vice President
T. J. Fulton:	Vice President
P.J. LeFave:	Vice President
P.J. McClemens:	Vice President & Assistant Secretary
Stephen Hughes:	CFO, Secretary & Treasurer
N.G. VanDyke:	Assistant Secretary
Jari Mantyla:	Assistant Secretary
Steven Lunsford:	Assistant Secretary

RESOLVED, that acting pursuant to the corporate bylaws, the Board of Directors hereby approves, ratifies and affirms the acceptability of signatures on any corporate documents before or after the date of this Resolution by said officers, which are transmitted by either facsimile or by digital transfer and that such signatures when affixed to corporate documents shall be the same as if attached in original form.

RESOLVED, that the authority given in this resolution is retroactive and any and all acts authorized herein performed before the passage of this resolution is hereby ratified and affirmed.

IN WITNESS WHEREOF, the undersigned consent to the action described herein.

Dated: February 2, 2022

DocuSigned by:
Don Fusco
37AE0E4FEC4A4AF...
Don Fusco

DocuSigned by:
[redacted]
CC40FA440F8F46A...
Jari Mantyla

DocuSigned by:
Michael Di Paolo
F7BEGE7F00394E4...
Michael Di Paolo

DocuSigned by:
Michael Viggiano
4516BA092B09405...
Michael Viggiano

DocuSign

Certificate Of Completion

Envelope Id: 611C6A86AAD148E38BADB2FB1834AAFB
Subject: Please DocuSign: RES - SE Election of Officers for 2022 (2-2-22).pdf
Source Envelope:
Document Pages: 1
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
Rhiana Uszenski
4235 South Stream Boulevard
Suite 200
Charlotte, NC 28217
rhiana.uszenski@skanska.com
IP Address: 63.145.19.91

Record Tracking

Status: Original
2/2/2022 10:56:25 AM

Holder: Rhiana Uszenski
rhiana.uszenski@skanska.com

Location: DocuSign

Signer Events	Signature	Timestamp
Don Fusco Donald.Fusco@skanska.com President & CEO Skanska USA Civil Security Level: Email, Account Authentication (None)	DocuSigned by: Don Fusco 37AE0E4FEC4A4AF...	Sent: 2/2/2022 10:58:29 AM Viewed: 2/2/2022 10:59:17 AM Signed: 2/2/2022 10:59:43 AM
	Signature Adoption: Pre-selected Style Using IP Address: 63.145.19.91	
Electronic Record and Signature Disclosure: Accepted: 2/2/2022 10:59:17 AM ID: 9f845a82-aced-4a3b-8ff3-e8f29bda7c64		
Michael Di Paolo Michael.DiPaolo@skanska.com SVP & GeneralCounsel Skanska USA Civil Security Level: Email, Account Authentication (None)	DocuSigned by: Michael Di Paolo F7BECE7F86394E4...	Sent: 2/2/2022 10:59:44 AM Viewed: 2/2/2022 11:00:03 AM Signed: 2/2/2022 11:00:08 AM
	Signature Adoption: Pre-selected Style Using IP Address: 63.145.19.91	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jari Mantyla jari.mantyla@skanska.com CFO Skanska USA Civil Security Level: Email, Account Authentication (None)	DocuSigned by: CC40FA440F8F46A...	Sent: 2/2/2022 11:00:09 AM Viewed: 2/2/2022 1:13:15 PM Signed: 2/2/2022 1:13:24 PM
	Signature Adoption: Uploaded Signature Image Using IP Address: 63.145.19.91	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Michael Viggiano michael.viggiano@skanska.com Executive Vice President Skanska USA Civil Security Level: Email, Account Authentication (None)	DocuSigned by: Michael Viggiano 4518BA092B09405...	Sent: 2/2/2022 1:13:26 PM Viewed: 2/2/2022 2:10:32 PM Signed: 2/2/2022 2:10:48 PM
	Signature Adoption: Pre-selected Style Using IP Address: 63.145.19.91	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	2/2/2022 10:58:29 AM
Certified Delivered	Security Checked	2/2/2022 2:10:32 PM
Signing Complete	Security Checked	2/2/2022 2:10:48 PM
Completed	Security Checked	2/2/2022 2:10:48 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to customer.service@skanska.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

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- Until or unless you notify Skanska USA Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Skanska USA Inc. during the course of your relationship with Skanska USA Inc..

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Skanska USA Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: customer.service@skanska.com

To advise Skanska USA Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at customer.service@skanska.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to customer.service@skanska.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Skanska USA Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Skanska USA Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Detail by Entity Name

Foreign Profit Corporation
SKANSKA USA CIVIL SOUTHEAST INC.

Filing Information

Document Number	807367
FEI/EIN Number	54-0406660
Date Filed	06/12/1947
State	VA
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/15/2007
Event Effective Date	NONE

Principal Address

2600 MAITLAND CENTER PKWY
SUITE 250
MAITLAND, FL 32751

Changed: 08/28/2020

Mailing Address

2600 MAITLAND CENTER PKWY
Suite 250
MAITLAND, FL 32751

Changed: 03/15/2021

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 06/26/2014

Address Changed: 06/26/2014

Officer/Director Detail

Name & Address

Title VP

Brookshire, James K, III
713 Broadoak Loop
Sanford, FL 32771

Title VP

Fulton, Thomas J
1717 Westerfield Road
VIRGINIA BEACH, VA 23455

Title Asst. Secretary

VanDyke, Nicole G
205 River Inlet Road
Suffolk, VA 23434

Title Director, Asst. Secretary

Mantyla, Jari
75-20 Astoria Boulevard
Suite 200
East Elmhurst, NY 11370

Title VP

LeFave, Phillip J
19310 Water Maple Drive
Tampa, FL 33647

Title VP, Asst. Secretary

McClemens, Philip J.
2100 Chippewa Trail
Maitland, FL 32751

Title CFO

Hughes, Stephen
75-20 Astoria Boulevard
Suite 200
East Elmhurst, NY 11370

Title Executive Vice President

Viggiano, Michael
75-20 Astoria Blvd
#200
Queens, NY 11370

Annual Reports

Report Year	Filed Date

2021	03/15/2021
2022	01/31/2022
2023	01/04/2023

Document Images

01/04/2023 -- ANNUAL REPORT	View image in PDF format
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02/22/2012 -- ANNUAL REPORT	View image in PDF format
01/12/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
03/25/2009 -- ANNUAL REPORT	View image in PDF format
03/03/2008 -- ANNUAL REPORT	View image in PDF format
05/15/2007 -- Name Change	View image in PDF format
01/08/2007 -- ANNUAL REPORT	View image in PDF format
01/31/2006 -- ANNUAL REPORT	View image in PDF format
01/13/2005 -- ANNUAL REPORT	View image in PDF format
02/02/2004 -- ANNUAL REPORT	View image in PDF format
02/13/2003 -- ANNUAL REPORT	View image in PDF format
02/24/2002 -- ANNUAL REPORT	View image in PDF format
08/24/2001 -- Name Change	View image in PDF format
03/02/2001 -- ANNUAL REPORT	View image in PDF format
01/25/2000 -- ANNUAL REPORT	View image in PDF format
03/04/1999 -- ANNUAL REPORT	View image in PDF format
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Entity Information

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search | Search Editor

Any Words

All Words

Exact Phrase

e.g. 123456789, Smith Corp

"SKANSKA USA Civil Southeast Inc." ×

Classification

Excluded Individual

Excluded Entity

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset

No matches found

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SKANSKA

RIGHT OF ENTRY AGREEMENT

Wayside Park, located at the North end of the Pensacola Bay Bridge at Gregory Street and Seventeenth Avenue, containing 9.03 acres, more or less.

Contract Reference: SR30 (US98) Pensacola Bay Bridge Replacement Project

Owner's Street Address: 222 W. Main Street, Pensacola, Florida 32502

THIS AGREEMENT, made and entered into on the 14th day of ~~November,~~ DECEMBER 2021, by and between THE CITY OF PENSACOLA ("OWNER") and Skanska USA Civil Southeast Inc., the Design-Build Contractor ("DB CONTRACTOR"), in connection with the contract with the State of Florida Department of Transportation ("DEPARTMENT"), all relating to the Pensacola Bay Bridge Replacement Project ("Project").

WITNESSETH:

WHEREAS, DEPARTMENT has contracted with DB CONTRACTOR to design and construct the Project; and

WHEREAS, DB CONTRACTOR'S personnel and equipment must encroach upon OWNER's private property located as shown in Attachment A to facilitate access to and from a floating dock to conduct work related to the Project; and

WHEREAS, DB CONTRACTOR desires to enter OWNER'S property and to perform certain activities which are further described on Attachment B, attached hereto and made a part hereof (the "Personnel Crew Boat Access Barge"); and

WHEREAS, DB CONTRACTOR acknowledges OWNER must complete a FEMA-funded seawall repair project at Wayside Park, which requires coordination among the parties to provide safe access for the future contractor(s) and DB CONTRACTOR; and

WHEREAS, OWNER consents to entry onto its property by DB CONTRACTOR conditioned on complete performance of and absolute compliance with the terms in Exhibit B (attached and incorporated herein) and the following:

1) DB CONTRACTOR will restore to its prior condition Wayside Park according to all reasonable requests of the Parks and Recreation Director in relation to public safety and aesthetics; and

2) DB CONTRACTOR's use of the floating dock as depicted in Attachment B will not affect parking at Wayside Park; and

3) DB CONTRACTOR will demobilize the floating dock promptly upon request of OWNER to facilitate the safe undertaking and timely completion of the FEMA-funded seawall restoration project and in response to any other reasonable request; and

4) DB CONTRACTOR, defined as Skanska USA Civil Southeast, Inc., its directors, officers, employees, agents, assigns as well as any person or entity authorized or permitted by DB CONTRACTOR to perform any activity in connection with the SR30 (US98) Pensacola Bay Bridge Replacement Project, is responsible fully to indemnify and make whole OWNER for all harm caused to assets of OWNER and for any consequential economic loss sustained by OWNER caused by any persons or entities permitted by DB CONTRACTOR (collectively referred to as "ENTRANTS" in Exhibit B and as defined in herein) to enter OWNER'S property pursuant to this agreement; and

5) Restoration of disturbed lands to their condition prior to the damage caused by DB CONTRACTOR'S activities in relation to the Project shall be undertaken in conformity with the aforementioned Emergency Field Authorization and solely at the expense of DB CONTRACTOR, which if not qualified, shall be liable for all costs and expenses related to restoration of disturbed lands; and

6) The obligations set forth in this agreement and Exhibit B are the obligations of DB CONTRACTOR and may not be assigned without express written consent of OWNER; and

7) Strict compliance with the terms and conditions set forth in Exhibit B for the benefit of OWNER is required of DB CONTRACTOR for permission of any ENTRANT to enter; and

8) Nothing in this agreement limits or modifies any legal rights or causes of action or claims for damages whatsoever that OWNER has or may acquire in the future against DB CONTRACTOR or its agents or employees or assigns or its contractors or subcontractors, whether arising out of the activities encompassed by this RIGHT OF ENTRY AGREEMENT or not, and regardless of the factual or legal basis for any such rights, causes of action or claims for damages.

NOW, THEREFORE, OWNER hereby grants to DB CONTRACTOR a right of entry to enter upon OWNER'S lands subject to the conditions set forth above and strict compliance with the terms of Exhibit B, incorporated herein and attached, and without waiver of any potential claims against DB CONTRACTOR, its agents, officers, directors, employees, subcontractors, successors in interest or assigns as to any right to recovery

SKANSKA

for damages caused by acts or omissions in connection prior to, during, and subsequent to Hurricane Sally's arrival in the City of Pensacola.

As stated in the conditions set forth above, it is further understood and agreed DB CONTRACTOR and/or its duly authorized representative will restore all OWNER'S property to the condition of said property prior to any damage caused by or attributable to DB CONTRACTORS or its barges, equipment, personnel, contractors or subcontractors after the performance of the activities related to the Project, including but not limited to those referenced on Attachment B, solely at the expense of DB CONTRACTOR and without waiver of any claims OWNER may assert under all applicable laws, regulations, and agreements.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective the day and year first written.

OWNER:

Kerrith Fiddler
Name (Please Print or Type)

12-14-2021
(Signature) (Date)

DB CONTRACTOR:

Skanska USA Civil Southeast Inc.

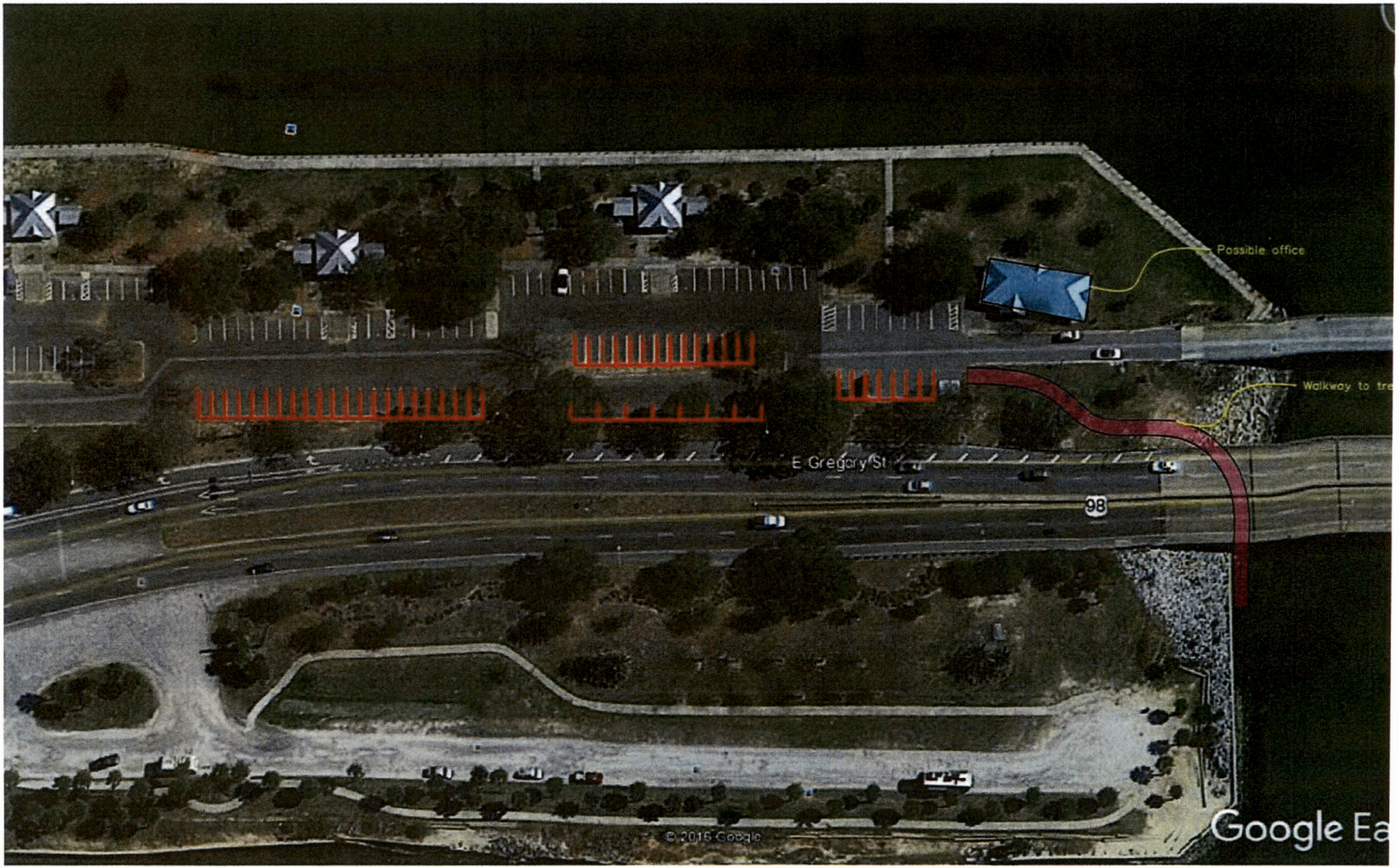
12/14/21
(Signature) (Date)

Attest: Ericka L. Burnett
City Clerk

12-16-2021
Date

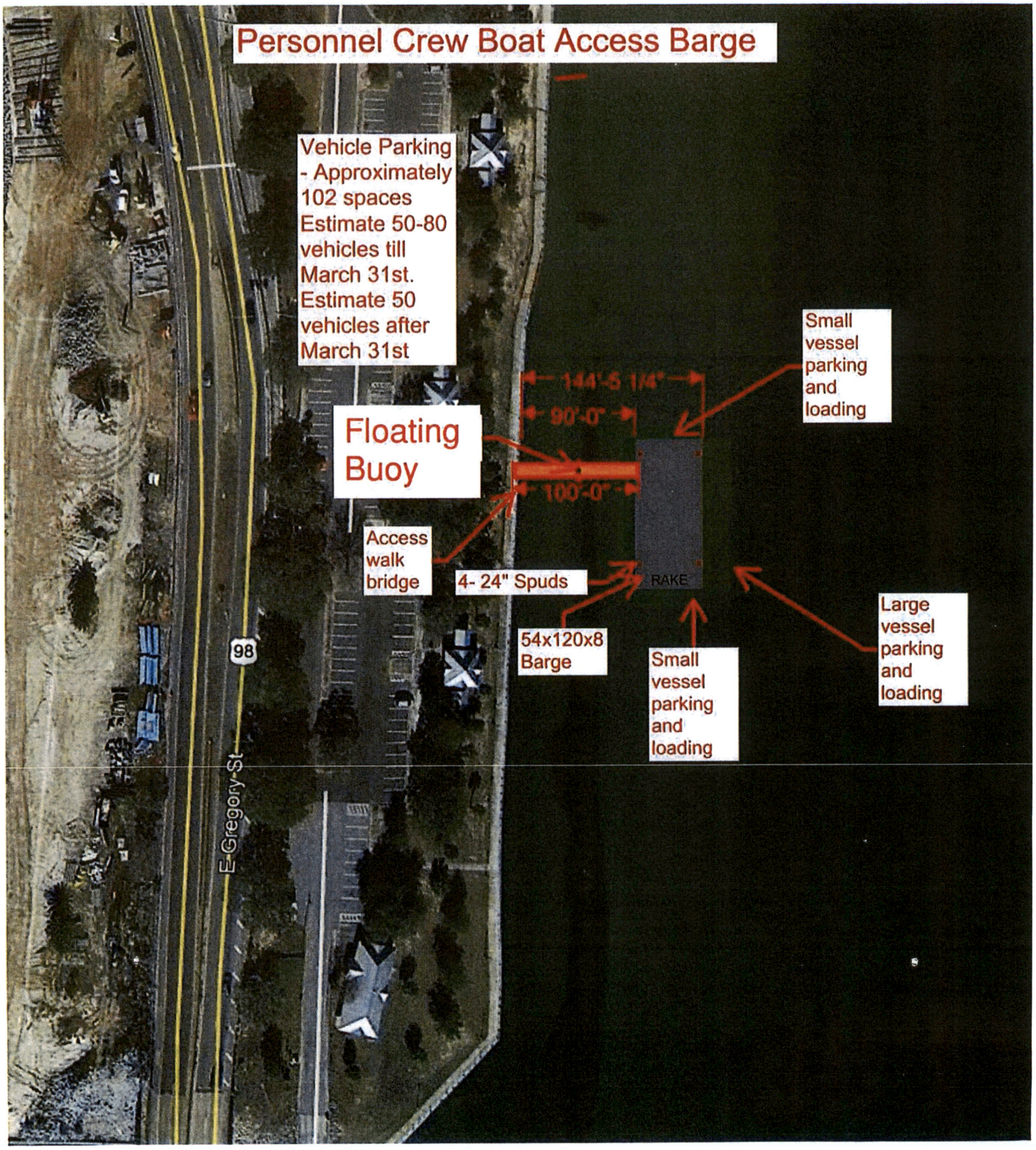
ATTACHMENT A

Reflecting Wayside Park access and parking area
to be restored to condition existing prior to work in relation to
Pensacola Bay Bridge Replacement Project


Possible office
Walkway to tre
E Gregory St
98
© 2015 Google
Google Ea

ATTACHMENT B

Reflecting Floating Dock, usage details, and parking needs
at Wayside Park and adjacent submerged lands
in relation to
Pensacola Bay Bridge Replacement Project


Personnel Crew Boat Access Barge
Vehicle Parking - Approximately 102 spaces Estimate 50-80 vehicles till March 31st. Estimate 50 vehicles after March 31st
144'-6 1/4"
90'-0"
100'-0"
Floating Buoy
Small vessel parking and loading
Access walk bridge
4- 24" Spuds
RAKE
54x120x8 Barge
Small vessel parking and loading
Large vessel parking and loading
98
E Gregory St

SKANSKA

EXHIBIT B

INSURANCE AND INDEMNIFICATION

GENERAL

Before starting and until termination of the Right of Entry, all ENTRANTS, defined to include DB CONTRACTOR (which is defined as Skanska USA Civil Southeast, Inc., its directors, officers, employees, agents, assigns) as well as any person or entity authorized or permitted by DB CONTRACTOR to perform any activity in connection with the SR30 (US98) Pensacola Bay Bridge Replacement Project, 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 ENTRANTS 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 $1,000,000 each person – accident, $1,000,000 each person – disease, $1,000,000 aggregate – disease. The workers' compensation policy shall include USH&L and Jones Act coverage for all persons undertaking any Retrieval Activities. In the event policies do not include these endorsements, then evidence of Maritime Employers Liability that adequately insures all risks shall be required with limits of not less than $2,000,000 per occurrence. A certificate of insurance and copies of any such policies shall be provided to OWNER in advance of any entry on OWNER's property.

SKANSKA

Commercial General and Umbrella Liability Coverages

The ENTRANTS 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** on all liability policies indicated in this section 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 right of entry. 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 $5,000,000 per occurrence, and per accident, for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the ENTRANTS agrees to have such limits of $5,000,000 per occurrence, reinstated under the policy.

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

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.

Pollution Liability Insurance required if excluded from Commercial General Liability. Limits shall not be less than $3,000,000 per occurrence.

Maritime Liability Insurance required with limits of not less than $5,000,000 per occurrence. Coverage shall include property damage to onshore, offshore, and submerged property, personal injury, protection and indemnity (P&I), hull, towing, salvage, and tools and equipment.

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 on the policies listed above**. If required by the City, the ENTRANTS shall furnish copies of the ENTRANTS's insurance policies, forms, endorsements, jackets and other items forming a part

SKANSKA

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 ENTRANTS 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 ENTRANTS shall, upon instructions of the City, cease all operations under the Right of Entry Agreement until directed by the City in writing, to resume operations.

INSURANCE OF THE ENTRANTS IS PRIMARY

The ENTRANTS required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the ENTRANT'S coverage. The ENTRANT'S policies of coverage will be considered primary as relates to all provisions of the right of entry agreement.

LOSS CONTROL AND SAFETY

The ENTRANTS shall retain control over its employees, agents, volunteers, 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 ENTRANTS shall not be deemed to agents, employees or contractors of the City. Precaution shall be exercised at all times by the ENTRANTS for the protection of all persons, including employees and property (onshore, offshore, and submerged). The ENTRANTS shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The ENTRANTS 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 ENTRANTS and/or their contractors, and any persons employed or under the

SKANSKA

direction of or utilized by the ENTRANTS or their contractors. The ENTRANT'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 ENTRANTS agree 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 right of entry agreement 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 right of entry agreement. Venue for any claim, actions or proceedings arising out of this right of entry agreement shall be Escambia County, Florida.

Sheri Carlton

From: Brian Cooper
Sent: Tuesday, December 14, 2021 1:25 PM
To: Sheri Carlton
Subject: FW: [EXTERNAL] RE: Document for review and signature
Attachments: Wayside Park Right of Entry Agreement - Signed.pdf

Please route through the contract system.

Brian Cooper
Parks and Recreation Director
Visit us at https://www.cityofpensacola.com
222 W. Main St.
Pensacola, FL 32502
Office: 850.436.5670
Cell: 850.529.3853
bcooper@cityofpensacola.com

PENSACOLA
FLORIDA'S FIRST & FUTURE

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

From: Rodgers, Robert <robert.rodgers@skanska.com>
Sent: Tuesday, December 14, 2021 1:07 PM
To: Brian Cooper <bcooper@cityofpensacola.com>
Subject: [EXTERNAL] RE: Document for review and signature

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Mr. Cooper,

Attached is the signed agreement. Please return a copy when fully executed.

Thank you very much for your help.

Rob Rodgers
Project Manager, Pensacola Bay Bridge Project
Skanska USA Civil SE, Inc.

Mobile +1 850 630 4790

Skanska USA
usa.skanska.com
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Think twice before you press "print."
This message, including any attachments hereto, may contain privileged or confidential information and is sent solely for the attention and use of the intended addressee(s). If you are not an intended addressee, you may neither use this message nor copy or deliver it to anyone In such case, you should immediately destroy this message and kindly notify the sender by reply email. Thank you.

From: Brian Cooper <bcooper@cityofpensacola.com>
Sent: Monday, December 6, 2021 11:40 AM
To: Rodgers, Robert <robert.rodgers@skanska.com>
Subject: FW: Document for review and signature

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Warning - External Email

Mr. Rodgers, have you had a chance to make any progress on this?

Brian Cooper
Parks and Recreation Director
Visit us at https://www.cityofpensacola.com
222 W. Main St.
Pensacola, FL 32502
Office: 850.436.5670
Cell: 850.529.3853
bcooper@cityofpensacola.com

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

From: Brian Cooper
Sent: Tuesday, November 2, 2021 2:21 PM
To: Rodgers, Robert <robert.rodgers@skanska.com>
Cc: David Forte <DForte@cityofpensacola.com>; Charlie Peppler <CPeppler@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Kerrie.Harrell@dot.state.fl.u
Subject: FW: Document for review and signature

Mr. Rodgers, please see the attached agreement from the City. If you have any questions, please send them to me in writing. If you don't, please sign and send back. If you have proposed revisions, let me know that as well.

Brian Cooper
Parks and Recreation Director

Visit us at https://www.cityofpensacola.com
222 W. Main St.
Pensacola, FL 32502
Office: 850.436.5670
Cell: 850.529.3853
bcooper@cityofpensacola.com

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An official website of the United States government
Here's how you know

SAM.GOV®

Search

All Words

e.g. 1606N020Q02

Please Sign In: You must sign in to your SAM.gov account to search Entities and the Disaster Response Registry.

Sign In

Select Domain
Entity Information

All Entity Information

Entities

Disaster Response Registry

Exclusions

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

- ◯ Any Words ⓘ
- ◉ All Words ⓘ
- ◯ Exact Phrase ⓘ

e.g. 123456789, Smith Corp

Entity

Entity Name

Skanska USA Civil Southeast Inc. (007941958) ×

DUNS Unique Entity ID

e.g. 123456789

SAM Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

Location

Entity Status

- [x] Active
- [ ] Inactive
- [ ] ID Assigned

Reset

No matches found

We couldn't find a match for your search criteria.

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DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Profit Corporation
SKANSKA USA INC.

Filing Information

Document Number	F05000004576
FEI/EIN Number	13-2700122
Date Filed	08/08/2005
State	NY
Status	ACTIVE

Principal Address

350 FIFTH AVE
32ND FLOOR
NEW YORK, NY 10118

Changed: 04/26/2013

Mailing Address

389 INTERPACE PARKWAY
5TH FLOOR
PARSIPPANY, NJ 07054

Changed: 01/29/2015

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Officer/Director Detail

Name & Address

Title CEO & President

KENNEDY, RICHARD
350 FIFTH AVENUE
32ND FLOOR
NEW YORK, NY 10118

Title Assistant Treasurer

KEY, CARRIE

389 INTERPACE PARKWAY
5TH FLOOR
PARSIPPANY
NJ, NJ 07054

Title CFO and Secretary

SINICIN, LEO
389 INTERPACE PARKWAY
5TH FLOOR
PARSIPPANY, NJ 07054

Title Assistant Treasurer

Gomez, Ricardo C
389 INTERPACE PARKWAY
5TH FLOOR
PARSIPPANY, NJ 07054

Title Director

Kennedy, Richard
350 FIFTH AVE
32ND FLOOR
NEW YORK, NY 10118

Title Director

Sinicin, Leo
389 Interpace Parkway
5th Floor
Parsippany, NJ 07054

Title Treasurer

Sandberg, Monika
350 FIFTH AVE
32ND FLOOR
NEW YORK, NY 10118

Annual Reports

Report Year	Filed Date
2019	04/08/2019
2020	04/26/2020
2021	04/02/2021

Document Images

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08/08/2005 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

MEMORANDUM

TO: **Kerrith Fiddler, City Administrator**

FROM: **Brian Cooper, Parks and Recreation Director**

DATE: **December 14, 2021**

RE: **Wayside Park – Right of Entry Agreement**

Skanska USA Civil Southeast Inc., the Design-Build Contractor in connection with the contract with State of Florida Department of Transportation relating to the Pensacola Bay Bridge Replacement Project is requesting a right of entry upon land to which they must encroach upon to facilitate access to and from a floating dock to conduct work relating to repair of a seawall. Access is shown in Attachment A and Attachment B of the agreement.

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(blue form page 1)

DEPARTMENT

Document Title: Right of Entry Agreement

___Project ___Contract ___Lease X Other (Check One)

Brief Description: Skanska desires to enter Wayside Park to perform a seawall repair

Contract Cost: $ N/A

Department: Parks & Recreation

Approved by Mayor: ___/___/___

Department Contact Person: BCooper/SCarlton

OR

Approved By Council: ___/___/___

Sent to Contract Admin. (Purchasing) ___/___/___

CONTRACT ADMINISTRATOR (PURCHASING)

Date Received 12/15/21

N/A Debarment Check

___Pending (See comments below): _____ (Signature)

Sent to Department ___/___/___

✓ Approved: _____ (Signature)

Sent to Budget Review 12/15/21

Comments: _____

BUDGET REVIEW

Date Received ___/___/___

___Pending (See comments below): _____ (Signature)

Sent to Department ___/___/___

✓ Approved: Stuart Hall (Signature)

Sent to Risk Manager 12/15/21

Comments: _____

RISK MANAGER

Date Received 12/15/21

___Pending (See comments below): _____ (Signature)

Sent to Department ___/___/___

✓ Approved: Ryan Fitzgerald (Signature)

Sent to City Attorney 12/15/21

Comments: _____

Rev. 2019-11-07

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(blue form page 2)

CITY ATTORNEY Date Received 12/15/21

____Pending (See comments below):_____ (Signature) Sent to Department ___/___/____

__✓__Approved: Charles V. Ziegler (Signature) Sent to Mayor ___/___/____

Comments: Date of agreement should be changed to Dec. 14, 2021.

MAYOR'S OFFICE (CITY ADMINISTRATOR) Date Received 12/15/21

____Pending (See comments below):_____ (Signature) Sent to Department ___/___/____

__✓__Approved: _____ (Signature) Sent to City Clerk ___/___/____

Comments:_____

CITY CLERK Date Received 12/16/21

____Pending (See comments below):_____ (Signature) Sent to Dept/Admin/Legal ___/___/____

__✓__Approved: Lucha L. Bunnell (Signature) Retained original/copy in Maxxvault 12/17/21 aky

Comments:_____

Returned 0 original(s) to Department 12/17/21 Initials: RMT

SENT SHERI EMAIL

File #: 26-126 Agenda Conference 6/15/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

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

RECOMMENDATION:

That City Council adopt Resolution No. 2026-2.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

This resolution results in the City Council of Pensacola officially agreeing to accept ownership of a right-of-way from the Florida Department of Transportation. The land was originally purchased by the state for highway purposes, but it is no longer needed for that use. FDOT is transferring the property to the City through a quitclaim deed, which is a legal document used to transfer property rights. The City wants to use the land to install an infrared sensor-based traffic detection and warning system near the northbound approach to the 17th Avenue Graffiti Bridge in order to improve traffic flow and public safety. By agreeing to this resolution, the City Council will confirm that accepting the land serves the public interest and community welfare. Once approved, a certified copy of the resolution must be sent to FDOT, and the resolution will take effect five business days after adoption unless otherwise stated in the City Charter.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

The property is being transferred for a symbolic payment of one dollar and other legal considerations.

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. Resolution No. 2026-2
2. Attachment A - Quitclaim Deed
3. 17th Ave RW Map

PRESENTATION: No

RESOLUTION
NO. 2026-2

A RESOLUTION
TO BE ENTITLED:

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

WHEREAS, said land described in the Quitclaim Deed, attached hereto as Exhibit A, was heretofore acquired for state highway purposes by the State of Florida Department of Transportation (hereinafter "FDOT"); and

WHEREAS, said land is no longer required for such purposes, and FDOT, by action of the District Secretary of Transportation pursuant to the provisions of Section 337.25, Florida Statutes, has agreed to quitclaim the land to the City of Pensacola (hereinafter "City"); and

WHEREAS, the City desires to accept the land described in the attached Quitclaim Deed to facilitate the City's installation of an infrared sensor-based detection and advanced warning system at the northbound approach to the 17th Avenue Graffiti Bridge for traffic and safety purposes; and

WHEREAS, the City desires to accept the land described in the attached Quitclaim Deed for the sum of One Dollar and other valuable consideration; and

WHEREAS, said acceptance is in the best interest of the City; and

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

SECTION 1: The City is hereby authorized to accept the Quitclaim Deed, attached hereto as Exhibit A, and such conveyance is for transportation and safety purposes which are in the public or community interest and for public welfare.

SECTION 2: A certified copy of this Resolution shall be forwarded forthwith to the-State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

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

Adopted: _____

Approved: _____
City Council President

ATTEST:

_____
City Clerk

Prepared under the direction of:
Office of the General Counsel
Cary Hawkins, District Chief Counsel CH
Florida Department of Transportation
Post Office Box 607
Chipley, Florida 32428

COUNTY:	Escambia
ITEM/SEGMENT NO.:	4093341
STATE ROAD:	30
PARCEL NO.:	227

QUITCLAIM DEED

THIS INDENTURE, made this ___ day of _____, 20___, by and between the **STATE OF FLORIDA**, by and through the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION,** whose address is 1074 Highway 90, Chipley, Florida 32428, as the Party of the First Part and **CITY OF PENSACOLA, a municipality of the State of Florida, by and through its Board of City Commissioners,** whose address is 222 West Main Street, Pensacola, Florida 32502, Party of the Second Part.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary of Transportation pursuant to the provisions of Section 337.25, Florida Statutes, has agreed to quitclaim the land hereinafter described to the Parties of the Second Part;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part, for and in consideration of the premises and the sum of One Dollar and other valuable considerations to it paid by the Parties of the Second Part, assigns, forever, all the right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described below.

DESCRIPTION OF PROPERTY TO BE QUITCLAIMED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO THE CITY OF PENSACOLA

A parcel of land being in the New City Tract, as recorded in Deed Book 126, Page 400 of the Public Records of Escambia County in Section 8, Township 2 South, Range 29 West and being a part of the Waterfront (Pintado Grant), as recorded in Deed Book 126, Page 400, said Public Records, in Section 46, Township 2 South, Range 29 West, all in Escambia County, described as follows: Commence at a 4 inch by 4 inch concrete monument (LB 7073) marking the northeast corner of Block 35, New City Tract, as per map recorded in said Deed Book 126, Page 400; thence South 17°27'06" West 400.35 feet to the centerline of survey of State Road 30 (U.S. 98) as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map, F.P. No. 4093341 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); said point being on a non-tangent curve to the right (concave southwesterly); thence from a tangent bearing of South 72°32'54" East, run southeasterly along said survey line and said curve, having a radius of 1,432.53 feet, for a distance of 592.98 feet, through a central angle of 23°43'01" to an intersection with the centerline of survey of LEG 1 of State Road 30 (U.S. 98) as shown on said Right of Way Map, and end of curve; thence North 10°24'10" East 290.54 feet along said centerline of survey of LEG 1; thence departing said centerline, run South 79°35'50" East 48.01 feet to POINT OF BEGINNING; thence North 54°29'02" West 20.41 feet to a point on a tangent curve to the right (concave easterly); thence northerly along said curve, having a radius of 100.00 feet, for an arc distance of 148.49 feet, through a central angle of 85°04'51" to end of curve; thence North 30°35'49" East 103.08 feet to a point on a tangent curve to the left (concave westerly); thence northerly along said curve, having a radius of 35.00 feet, for an arc distance of 54.85 feet, through a central angle of 89°47'19" to end of curve; thence North 21°57'51" East 105.00 feet; thence North 14°30'10" West 20.00 feet; thence North 08°25'03" East 90.00 feet; thence North 51°00'20" West 35.00 feet to a point on the existing westerly right of way line of Survey Leg 1, as shown on said Right of Way Map; said point being on a non-tangent curve to the left (concave westerly); thence from a tangent bearing of North 04°40'48" East, run northwesterly along said right of way line and said curve, having a radius of 1,115.34 feet, for an

arc distance of 152.24 feet, through a central angle of 07°49'14" to end of curve; thence departing said right of way line, run North 85°30'30" East 90.02 feet to a point on the existing easterly right of way line of said Survey Leg 1, as shown on said Right of Way Map; said point being on a non-tangent curve to the right (concave westerly); thence from a tangent bearing of South 03°14'28" East, run southwesterly along said right of way line and said curve, having a radius of 1,205.34 feet, for an arc distance of 271.33 feet, through a central angle of 12°53'51" to end of curve; thence South 79°35'50" East 10.07 feet; thence South 04°09'03" West 114.14 feet; thence South 18°29'16" West 297.05 feet along said easterly right of way line to POINT OF BEGINNING;

Containing 1.184 acres, more or less.

RESERVING A 20 FOOT DRAINAGE EASEMENT lying within the above-described property, said easement described as follows:

A parcel of land being a part of the Waterfront (Pintado Grant), as recorded in Deed Book 126, Page 400, of the Public Records of Escambia County, Florida, in Section 46, Township 2 South, Range 29 West, Escambia County, described as follows: Commence at a 4 inch by 4 inch concrete monument (LB 7073) marking the northeast corner of Block 35, New City Tract, as per map recorded in said Deed Book 126, Page 400; thence South 17°27'06" West 400.35 feet to the centerline of survey of State Road 30 (U.S. 98) as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map, F.P. No. 4093341 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); said point being on a non-tangent curve to the right (concave southwesterly); thence from a tangent bearing of South 72°32'54" East, run southeasterly along said survey line and said curve, having a radius of 1,432.53 feet, for a distance of 592.98 feet, through a central angle of 23°43'01" to an intersection with the centerline of survey of LEG 1 of State Road 30 (U.S. 98) as shown on said Right of Way Map, and end of curve; thence North 10°24'10" East 658.31 feet along said centerline of survey of LEG 1; thence departing said centerline, run South 79°35'50" East 11.96 feet to POINT OF BEGINNING; thence North 21°57'51" East 10.67 feet; thence North 14°30'10" West 10.52 feet; thence South 79°21'58" East 69.89 feet; thence South 04°09'03" West 20.12 feet; thence North 79°21'58" West 69.79 feet to POINT OF BEGINNING;

Containing 1,363 square feet, more or less.

SUBJECT TO ALL UTILITIES REMAINING IN PLACE AND IN USE.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party of the Second Part.

COUNTY: Escambia
ITEM/SEGMENT NO.: 4093341
STATE ROAD: 30
PARCEL NO.: 227

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments liens, or encumbrances.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary, District 3 and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed and sealed
in our presence:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

_____
Witness: Krissy Cook

BY: _____
Tim Smith, P.E.
District Three Secretary

_____
Witness: Heather Banas

ATTEST: _____
Krissy Cook
Executive Secretary

STATE OF FLORIDA
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization this____day of _____, 20__, by Tim Smith, as Secretary for District 3, who is personally known to me or who has produced_____ as identification.

(NOTARIAL SEAL)

_____
Bryan O. Yongue
Notary Public in and for the
County and State last aforesaid
My commission expires 01/17/2028.
Commission #HH477472

CURVE DATA TABLE					
CURVE	T.B. BACK	DELTA	RADIUS	LENGTH	T.B. AHEAD
C7	S 31°01'52" E	14°32'42"(RT.)	1066.28'	270.68'(C)	S 16°29'10" E
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C27	S 87°27'16" W	07°32'57"(LT.)	1919.87'	252.96'(C)	S 79°54'19" W

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C30	N 54°29'02" W	85°04'51"(RT.)	100.00'	148.49'(C)	N 30°35'49" E

LINE DATA TABLE		
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L14	N 30°35'49" E	103.08'(C)
L15	N 54°28'02" W	20.41'(C)

DRAFT

THIS MAP IS NOT A SURVEY.
SEE SHEET ONE FOR LEGEND AND GENERAL NOTES.
S.R. 30 (U.S. 98) PENSACOLA BAY BRIDGE NO. 480035

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY: DISTRICT SURVEYOR — DATE: 8-20-15

REVISION	BY	DATE
ADDED O.C. & EASEMENT	F.D.O.T.	6-23-25
ADDED PARCEL 104 & 105	S.D.G.	6-5-18
VOID PARCEL 700 & 800	S.D.G.	6-5-18

	BY	DATE
PRELIM	M.I.E.	05/05/15
FINAL	J.D.F.	08/20/15
CHECKED	S.L.A.	08/19/15

F.A.P. NO. 4221-084-C — SECTION N/A
STATE ROAD NO. 30 (U.S. 98) — ESCAMBIA & SANTA ROSA COUNTY
F.P. NO. 4093341

MAPS PREPARED BY: SOUTHEASTERN SURVEYING & MAPPING CORPORATION
1130 HWY. 90, CHIPLEY, FL 32428
DATA SOURCE: JOB30.GPK
SCALE: 1" = 50'
SHEET 2 OF 6

File #: 26-142 Agenda Conference 6/15/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

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

RECOMMENDATION:

That City Council adopt Resolution No. 2026-3.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

This resolution results in the City Council of Pensacola giving the Florida Department of Transportation permanent permission to use part of city-owned land for a drainage project connected to improvements on U.S. 98 in Escambia County. An easement means the City still owns the land, but FDOT has the legal right to use that portion of it for a specific purpose — in this case, building and maintaining drainage facilities to support the roadway project.

Supporting this resolution is City Council's determination that this easement benefits the public and is in the community’s best interest. The resolution also authorizes the Mayor and City Clerk to sign the necessary legal documents, requires that a certified copy of the resolution be sent to FDOT, and states that the resolution will become effective five business days after adoption unless the City Charter provides otherwise.

PRIOR ACTION:

None

FUNDING:

None

FINANCIAL IMPACT:

The easement is being granted for a symbolic payment of $1.

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. Resolution No. 2026-3
2. Exhibit A - Perpetual Easement
3. 17th Ave RW Map

PRESENTATION: No

RESOLUTION
NO. 2026-3

A RESOLUTION
TO BE ENTITLED:

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

WHEREAS, the State of Florida Department of Transportation (hereinafter "FDOT") proposes to construct or improve State Road No. 30 (U.S. 98), Financial Project No. 4093341, in Escambia County, Florida; and

WHEREAS, it is necessary that an easement across certain lands now owned by the City of Pensacola, Florida (hereinafter "City"), be acquired by FDOT for the purpose of constructing and maintaining a drainage facility; and

WHEREAS, said use is in the best interest of the City; and

WHEREAS, FDOT has made application to the City to execute and deliver to FDOT a perpetual easement, attached hereto as Exhibit A, in favor of FDOT for the purpose of constructing and maintaining a drainage facility, and said request having been duly considered.

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

SECTION 1: FDOT's application for a perpetual easement is for transportation purposes which are in the public or community interest and for public welfare.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute and attest the perpetual easement, attached hereto as Exhibit A, in favor of FDOT. Consideration shall be $1.00.

SECTION 3: A certified copy of this Resolution shall be forwarded forthwith to FDOT at 1074 Highway 90, Chipley, Florida 32428.

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

Adopted: _____

Approved: _____
City Council President

ATTEST:

_____
City Clerk

07-PE.13-11/00

July 8, 2025

This instrument prepared by,
or under the direction of,
Cary Hawkins
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by,
David Hitchcock

Parcel
Item/Segment No. 4093341
Managing District 3
S.R. No. 30 (US 98)
County Escambia

PERPETUAL EASEMENT

THIS EASEMENT made this ___ day of _____, 20__, by the City of PENSACOLA, a municipality of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of constructing and maintaining a drainage facility in, over, under, upon and through the following described land in Escambia County, Florida, viz:

A parcel of land being a part of the Waterfront (Pintado Grant), as recorded in Deed Book 126, Page 400, of the Public Records of Escambia County, Florida, in Section 46, Township 2 South, Range 29 West, Escambia County, described as follows: Commence at a 4 inch by 4 inch concrete monument (LB 7073) marking the northeast corner of Block 35, New City Tract, as per map recorded in said Deed Book 126, Page 400; thence South 17°27'06" West 400.35 feet to the centerline of survey of State Road 30 (U.S. 98) as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map, F.P. No. 4093341 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); said point being on a non-tangent curve to the right (concave southwesterly); thence from a tangent bearing of South 72°32'54" East, run southeasterly along said survey line and said curve, having a radius of 1,432.53 feet, for a distance of 592.98 feet, through a central angle of 23°43'01" to an intersection with the centerline of survey of LEG 1 of State Road 30 (U.S. 98) as shown on said Right of Way Map, and end of curve; thence North 10°24'10" East 658.03 feet along said centerline of survey of LEG 1; thence departing said centerline, run South 79°35'50" East 81.75 feet to POINT OF BEGINNING; thence North 04°09'03" East 20.12 feet; thence South 79°21'58" East 21.09 feet to the Mean High Water Line (MHWL) of Bayou Texar, as shown on said Right of Way Map; thence southwesterly 20.29 feet along said MHWL; thence departing said MHWL, run North 79°21'58" West 16.13 feet to POINT OF BEGINNING;

Containing 372 square feet, more or less.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST:_____

Its City Clerk

The City of Pensacola

By:_____

Its Mayor

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

_____

(Type/print or stamp name under signature)

Affix Seal

Title or rank (Serial No., if any)_____

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DRAFT

THIS MAP IS NOT A SURVEY.
SEE SHEET ONE FOR LEGEND AND GENERAL NOTES.
S.R. 30 (U.S. 98) PENSACOLA BAY BRIDGE NO. 480035

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

APPROVED BY: DISTRICT SURVEYOR — DATE: 8-20-15

REVISION	BY	DATE
ADDED O.C. & EASEMENT	F.D.O.T.	6-23-25
ADDED PARCEL 104 & 105	S.D.G.	6-5-18
VOID PARCEL 700 & 800	S.D.G.	6-5-18

	BY	DATE
PRELIM	M.I.E.	05/05/15
FINAL	J.D.F.	08/20/15
CHECKED	S.L.A.	08/19/15

F.A.P. NO. 4221-084-C — SECTION N/A
STATE ROAD NO. 30 (U.S. 98) — ESCAMBIA & SANTA ROSA COUNTY
F.P. NO. 4093341

MAPS PREPARED BY: SOUTHEASTERN SURVEYING & MAPPING CORPORATION
1130 HWY. 90, CHIPLEY, FL 32428
DATA SOURCE: JOB30.GPK
SCALE: 1" = 50'
SHEET 2 OF 6

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-603 Agenda Conference 6/15/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

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

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This project will advance the City of Pensacola Strategic Plan Goals #4: Resilient Waterfronts and Neighborhoods.

The Council previously approved $400,000 in ARPA funds to design plans for converting Dr. Martin Luther King, Jr. Drive and Davis Highway from one-way streets to two-way streets. The project was a partnership between the City of Pensacola, FDOT, and Escambia County. Although funding was allocated by City Council for the design in 2024, the City could not start our portion of the design until FDOT completed their survey, which they agreed to provide the City. The City did not receive the survey from FDOT until Spring 2026.

At this time, FDOT informed the City that they no longer support converting these roadways to two-way traffic. As a result, the City has halted the design work and staff identified an alternate use for the remaining ARPA funds.

Since ARPA funds need to be invoiced by September 30, 2026, in order for funds to be cleared from the books by the end of the year, the City needs to act quickly to reallocate the funds to an eligible project. This approval would transfer the remaining $391,947.30 to the Main Street Flooding and Adaptation Project, which is currently under construction and using other ARPA funding that was previously approved and appropriated.

The Main Street project is the first phase of a larger flood mitigation effort that still needs additional funding for future phases. Reallocating these ARPA funds will help cover current project costs and free up City Capital Improvement funds for future phases of the project.

The Main Street project already includes $1,679,003 in stormwater-related funding, making it an appropriate project for the reallocation and ensuring the funds can be spent before the federal deadline.

PRIOR ACTION:

August 12, 2021 - City Council adopted Supplemental Budget Resolution No. 2021-49 accepting grant funds from the American Rescue Plan Act
October 24, 2024 - Council adopted Supplemental Budget Resolution No. 2025-3 appropriated ARPA funds in the amount of $400,000.00 for the MLK Drive/Davis Highway Redesign.
November 24, 2024 - Council awarded Bid No. 24-052 for the Main Street Flooding and Adaptation and Barrancas Avenue Drainage Improvements Project

FUNDING:

Budget:	$400,000.00	ARPA Funds allocated for the project
Actual:	$400,000.00	ARPA Funds allocated for the project
	$8,052.70	Amount paid to HDR Engineering, Inc. for project design
	$391,947.30	TOTAL Remaining Budget

FINANCIAL IMPACT:

A total of $391,947.30 of ARPA funds will be reallocated from the Dr. Martin Luther King, Jr. Drive and Davis Highway two-way conversion to the Main Street Flooding and Adaptation project.

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. Council Item - ARPA funds to Main Street
2. Council Item for ARPA funds to MLK-Davis
3. Award of Bid - Main Street Flooding and Adaptation-Council item

PRESENTATION: No

Legislation Details (With Text)

File #:	2021-49	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Passed
File created:	7/12/2021			**In control:**	City Council
On agenda:	8/12/2021			**Final action:**	8/12/2021
Enactment date:				**Enactment #:**	2021-49

Title: SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-49 - APPROPRIATING FUNDING IN RELATION TO THE AMERICAN RESCUE PLAN ACT (ARPA) FOR (1) STORMWATER AND SEWER ABATEMENT AND (2) CITIZEN ASSISTANCE

Sponsors: Grover C. Robinson, IV

Indexes:

Code sections:

Attachments: 1. Supplemental Budget Resolution No. 2021-49, 2. Supplemental Budget Explanation No. 2021-49

Date	Ver.	Action By	Action	Result
8/12/2021	1	City Council	Adopted	Pass
8/9/2021	1	Agenda Conference	Placed on Regular Agenda	

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-49 - APPROPRIATING FUNDING IN RELATION TO THE AMERICAN RESCUE PLAN ACT (ARPA) FOR (1) STORMWATER AND SEWER ABATEMENT AND (2) CITIZEN ASSISTANCE

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-36.

> A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

At the May 24, 2021 City Council workshop, a presentation was given by staff regarding a draft expenditure plan for the American Rescue Plan Act (ARPA). The ARPA is a $1.9 trillion economic stimulus bill and within ARPA, the Coronavirus Local Fiscal Recovery Fund provides $350 billion for states, municipalities, counties, tribes, and territories, including $130 billion for local governments.

The City of Pensacola is scheduled to receive $19,153,643 from the Coronavirus Local Fiscal Recovery Fund. The draft expenditure plan included six spending categories: (1) the recovery of revenue loss, (2) grant compliance and administration, (3) facility improvements, (4) personnel, (5) stormwater and sewer abatement and (6) citizen assistance.

On June 17, 2021, City Council approved appropriations for the recovery of revenue loss, grant compliance and administration and facility improvements and on July 15, 2021, City Council approved appropriations for premium pay and employee vaccination incentive pay. This budget resolution will allocate funds for stormwater improvements and citizen assistance based on the May 24, 2021 draft expenditure plan.

Stormwater and Sewer Abatement. The ARPA allows the use of funds to cover necessary investments in water and sewer infrastructure, including the management and treatment of stormwater or subsurface drainage water. The Department of Treasury provides governments with wide latitude to identify investments in water and sewer infrastructure by aligning eligible uses of the ARPA funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's (EPA) Clean Water State Revolving Fund (CWSRF). The types of projects eligible for CWSRF assistance include projects to construct, improve, and repair wastewater treatment plants, control non-point sources of pollution, improve resilience of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution. City staff has identified the following projects as priority for this funding. Estimated project cost is provided but savings from one project may be needed to cover overages in another project once cost are known.

Main Street drainage improvements	$1,679,003
Barrancas Avenue drainage improvements	600,000
Cordova Square pond expansion/rehabilitation	350,000
9th Avenue to Pensacola Bay drainage improvements	325,000
Total	$2,954,003

Main Street drainage improvements will install necessary stormwater piping to mitigate Main Street's historic flooding problems. Storm piping will collect water from the roadway via a system of inlets and pipes and route the water out to Pensacola Bay. Barrancas Avenue drainage improvements will reduce localized street flooding. Cordova Square pond expansion/rehabilitation would include pond side sloping and pond expansion for increased pond retention volume to address flooding and pollutant loading issues in this area. 9th Avenue to Pensacola Bay drainage improvements will reduce localized street flooding. All improvements will supplement budgeted capital projects in order to increase conveyance capacity of piping system to better reduce street flooding and create a more robust project.

Citizen Assistance. The ARPA allows the use of funds to respond to the public health mitigation and prevention as well as address the negative economic impacts of COVID-19. Public health efforts for COVID-19 include vaccination programs while economic impacts include services to address homelessness such as supportive housing and improved access to stable, affordable housing among unhoused individuals; housing vouchers, residential counseling, or housing navigation assistance; and affordable housing development to increase supply of affordable and high-quality living units.

Homelessness reduction	$3,000,000
Local vaccine program	125,000

Housing assistance/affordable housing	2,000,000
Total	$5,125,000

This appropriation will allow staff to move forward with stormwater improvements as well as citizen assistance.

PRIOR ACTION:

June 17, 2021 - City Council appropriated funding in relation to ARPA for the recovery of revenue loss, grant compliance and administration and facility improvements.

July 15, 2021 - City Council appropriated funding in relation to ARPA for premium pay and employee vaccination incentive pay.

FUNDING:

Budget:	$ 8,079,003	Coronavirus Local Fiscal Recovery Fund
Actual:	$ 2,954,003	Stormwater and Sewer Abatement
	5,125,000	Citizen Assistance
	$ 8,079,003	

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate the funds for the grant in the American Rescue Plan Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/21/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1) Supplemental Budget Resolution No. 2021-49
2) Supplemental Budget Explanation No. 2021-49

PRESENTATION: No

File #: 25-19 City Council 4/10/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-3 - DR. MARTIN LUTHER KING, JR./ALCANIZ STREET AND DAVIS HIGHWAY TWO-WAY CONVERSION PROJECT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-3.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The City of Pensacola desires to produce engineered construction plans for the conversion of the one-way street pair of MLK Drive / Alcaniz Street and Davis Street / Davis Highway (both SR 291) each to two-way roadway facilities from Gregory Street (US 98) to just north of Hart Drive. The total roadway length is 4.83 miles per FDOT's straight line diagram. The project primarily lies within the Eastside Neighborhood & CRA area of the City and was the focus of a 2020 Study conducted by the Emerald Coast Regional Council (ECRC) which found that the two-way conversion was feasible with respect to traffic. Small portions of the north end of the roadway pair are located outside the Pensacola city limits. However, the project is clearly supported by Escambia County and their ultimate execution of this Interlocal Agreement and subsequent contribution of funds. FDOT has near-future plans to begin design of the resurfacing and improvements of the one-way pair in their existing condition.

PRIOR ACTION:

February 13, 2025 - Council approved the Interlocal Agreement with Escambia County for the Dr. Martin Luther King, Jr./Alcaniz Street and Davis Highway Two-Way Conversion Project.

FUNDING:

Budget:	$400,000	American Rescue Plan Funds
	$200,000	Funding from LOST Paving Account - To be Reimbursed via ILA w/ Esc. County
	$600,000	TOTAL
Actual:	$592,608.00	Engineering Scope and Fee for Design Services w/ HDR Engineering, Inc.
	$592,608.00	TOTAL

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the funds from the Interlocal Agreement. A total appropriation of $600,000.00 is available between the American Rescue Plan Funds and the LOST Paving Funds. As described above, this interlocal agreement will result in reimbursement of the $200,000.00 amount via Escambia County's financial contribution.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Tootle, Director of Public Works and Engineering

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-3
2. Supplemental Budget Explanation No. 2025-3
3. ILA City of Pensacola / Escambia County

PRESENTATION: No

File #: 24-995 | Agenda Conference | 11/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR:

SUBJECT:

AWARD OF BID NO. 24-052 - MAIN STREET FLOODING AND ADAPTATION AND BARRANCAS AVENUE DRAINAGE IMPROVEMENTS PROJECT

RECOMMENDATION:

That City Council award Bid No. 24-052, Main Street Flooding and Adaptation and Barrancas Avenue Drainage Improvements Project to Site & Utility, LLC of Pensacola, Florida, the lowest and most responsible bidder, with a base bid of $5,826,427.15, plus Bid Alternates of $540,194.50, plus a 10% contingency of $636,662.17, for a project total of $7,003,283.82. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution advancing the FY 2026 Pine Street Outfall Project and shifting the balance of the "L" Street to Kiwanis Park project to this project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This bid is the result of merging two funded projects, the Main Street Flooding and Adaptation project and the Barrancas Avenue Drainage Improvements Project.

This project is intended to improve stormwater drainage along Main Street from C Street to A Street and on B Street from Garden Street south to Gimble Street. Work will include installation of a new stormwater collection and conveyance system to send water to Pensacola Bay. There are 1,688 parcels within the stormwater basin for which this project will provide a positive benefit. In addition, a stormwater treatment device will be installed to collect and treat the water prior to discharge. Finally, sidewalks will be installed on both sides of B Street and the intersection of B Street and Government Street will be modified to improve walkability and pedestrian safety.

Upon City Council approval, funding in the amount of $205,223 from the former L Street and Kiwanis Park Project will be shifted to this project and $1,478,200 will be appropriated from

fiscal year 2026 and will be combined to provide the additional funding needed for this project.

PRIOR ACTION:

August 12, 2021 – City Council adopted Supplemental Budget Resolution No. 2021-49 accepting grant funds from the American Rescue Plan Act

September 15, 2021 - City Council appropriated funds within the Stormwater Capital Projects Fund with the adoption of the FY 2022 Budget.

September 14, 2022 - City Council appropriated funds within the Stormwater Capital Projects Fund with the adoption of the FY 2023 Budget.

May 25, 2023 – City Council adopted Supplemental Budget Resolution No. 2023-044 accepting grant funds from Resilient Florida

FUNDING:

Budget:

Barrancas	$ 393,400.00	Stormwater Capital Projects Fund - Barrancas Avenue - "E" Street to "L" Street project
	205,223.00	Stormwater Capital Projects Fund - "L" Street to Kiwanis Park project
	600,000.00	ARPA Funds
	500,000.00	Green Stormwater Grant
	300,000.00	ECUA Contribution through Interlocal Agreement
	$1,998,623.00	Sub-Total Barrancas Avenue Drainage Improvements Project
Main Street	$ 225,000.00	Stormwater Capital Projects Fund - Main and "G" Streets Infrastructure Improvements
	1,000,000.00	Stormwater Capital Projects Fund - Pine Street Outfall - FY 25 Funding
	1,478,200.00	Stormwater Capital Projects Fund - Pine Street Outfall - FY 26 Funding Advanced
	1,679,003.00	ARPA Funds
	1,991,000.00	Resilient Florida Grant Program Funds
	$6,373,203.00	Total Funds Available for Main Street Flooding and Adaptation Project
	$8,371,826.00	**TOTAL Combined Budget Available for Project**
Actual:	$ 954,545.00	Base Bid - Barrancas Avenue Drainage Improvements Project
	99,575.00	Bid Alternate 1 - Barrancas Avenue Drainage Improvements Project
	217,024.00	Bid Alternate 2 - Barrancas Avenue Drainage Improvements

		Project
	127,114.40	Required 10% Contingency - Barrancas Avenue Drainage Improvements Project
	262,672.30	Engineering Allocation Estimate - Barrancas Avenue Drainage Improvements Project
	35,673.80	Geotechnical Testing
	41,470.85	Miscellaneous
	$1,738,075.35	**SUBTOTAL - Barrancase Avenue Drainage Improvements Project**
Actual:	$4,871,882.15	Base Bid - Main Street Flooding and Adaptation Project
	147,595.50	Bid Alternate 1 - Main Street Flooding and Adaptation Project
	76,000.00	Bid Alternate 2 - Main Street Flooding and Adaptation Project
	509,547.77	Required 10% Contingency - Main Street Flooding and Adaptation Project
	397,323.10	Engineering Allocation Estimate - Main Street Flooding and Adaptation Project
	61,108.48	Geotechnical Testing - Main Street Floording and Adaptation Project
	$6,063,457.00	**SUBTOTAL - Main Street Flooding and Adaptation Project**
	$7,801,532.35	**TOTAL - COMBINED PROJECTS**

FINANCIAL IMPACT:

A total appropriation of $8,371,826 is available between the Stormwater Capital Projects Fund, the American Rescue Plans Fund, the Green Stormwater Initiatives Grant Funds, and the Resilient Florida Grant Funds. These funds have been deemed sufficient to award this bid and complete the project. Upon final completion of this project, any remaining funds will be placed back in the Stormwater Vaults City-Wide account within the Stormwater Capital Projects Fund. Adoption of the supplemental budget resolution will advance the Pine Street funds from FY 2026 and will shift the remaining balance of the "L" Street to Kiwanis Street project within the Stormwater Capital Projects Fund.

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

STAFF CONTACT:

Tim Kinsella, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE, Director - Public Works & Engineering

ATTACHMENTS:

1. Bid Tabulation
2. Interlocal Cost-Sharing Agreement

PRESENTATION: No

TABULATION OF BIDS

BID NO: 24-027
TITLE: MAIN STREET FLOODING AND ADAPTATION PROJECT
& BARRANCAS AVENUE DRAINAGE IMPROVEMENTS PROJECT

Submittals Due: 10/07/24, 2:30 P.M. Department: Engineering	SITE & UTILITY, LLC Pensacola, FL
Barrancas Base Bid	$954,545.00
Barrancas Alternate 1	$99,575.00
Barrancas Alternate 2	$217,024.00
Barrancas Base + Alts	**$1,271,144.00**
Main St Base Bid	$4,871,882.15
Main St Alternate 1	$147,595.50
Main St Alternate 2	$76,000.00
Main St Base + Alts	**$5,095,477.65**

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STATE OF FLORIDA
CITY OF PENSACOLA

INTERLOCAL COST-SHARING AGREEMENT
Barrancas and B Street Stormwater and Sanitary Sewer Improvements

THIS INTERLOCAL COST-SHARING AGREEMENT (hereinafter the "Agreement") is made and entered into as of the _____ day of_____, 2024, by and between the City of Pensacola, a political subdivision of the State of Florida and Escambia County, whose address is_____ (hereinafter "City"), and the EMERALD COAST UTILITIES AUTHORITY, an independent special district created by the Laws of Florida, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (hereinafter "ECUA") (City and ECUA referred to each individually as a "Party" and collectively the "Parties").

W I T N E S S E T H:

WHEREAS, the City of Pensacola and ECUA are authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, ECUA provides sanitary sewer service in certain defined areas in Escambia County, Florida; and

WHEREAS, the City is responsible for storm water drainage and roadway facilities in the City of Pensacola, Florida; and

WHEREAS, the City is planning to address storm water drainage and roadway facility needs along Barrancas Avenue, between L Street and Government Street, and along B Street between Garden Street and Gimble Street, in Pensacola, Florida (hereinafter the "City Project" or the "Drainage and Roadway System Improvements"); and

WHEREAS, ECUA has an existing fourteen-inch cast iron force main crossing Barrancas Avenue at Main Street in Pensacola, Florida; and

WHEREAS, ECUA has identified a need to replace both its existing fourteen-inch force main crossing Barrancas Avenue in Pensacola, Florida with a twenty-four inch PVC gravity sewer main, as well as an existing 8-inch gravity sewer main on B street between Main Street and Zarragossa Street that is failing and in need of replacement (hereinafter the "ECUA Project" or the "Sewer Main Improvement") (the City Project and the ECUA Project collectively referred to at times as the "Projects"); and

WHEREAS, both ECUA and the City have budgeted funds to conduct the needed work along Barrancas, Avenue and B Street; and

WHEREAS, the Parties recognize that two construction Projects being performed in the same geographical area at different times would be more disruptive than a single combined project in which sanitary sewer collection, drainage, and roadway improvements were addressed simultaneously (hereinafter the "Cooperative Project"); and

WHEREAS, the Parties further recognize that certain economies of scale can be achieved by combining the Projects rather than designing and constructing them separately; and

WHEREAS, ECUA requested the City include the ECUA Project within the City's project scope for the City Project; and

WHEREAS, the City agreed to this request; and

WHEREAS, the City's contracts for the completion of the Cooperative Project will include construction services for gravity sewer main replacement/installation for ECUA and drainage/roadway improvements for the City; and

WHEREAS, ECUA has agreed to pay 100% of the costs attributed to installing the sewer main for the ECUA Project; and

NOW THEREFORE, in consideration of mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Recitals. The above recitals are true and correct, and are incorporated in this Agreement as fully as if set forth herein.

2. Entry into Contract(s). The City will enter into contract/s to construct the Cooperative Project, which will serve both Parties. ECUA shall be identified as a third-party beneficiary with respect to any contracts related to the Sewer Main Improvements and all warranties related to those contracts shall inure to the benefit of the ECUA. The City will also administer the contract(s), with input and guidance from ECUA regarding the Sewer Main Improvements' components.

3. Cost Sharing. The City will pay all of the costs associated with constructing the referenced aspects of the Cooperative Project, and shall copy ECUA with evidence of payment. However, starting with the issuance of the notice to proceed to the awarded contractor(s), ECUA shall reimburse the City one hundred percent **(100%)** of the associated costs incurred as part of the Sewer Main Improvement aspects of the Cooperative project, within thirty (30) days of ECUA's receipt of such invoice from the City. The Bid totals associated with the Sewer Main Improvement aspects of these projects is $293,024 making ECUA's estimated reimbursement responsibility to be $293,024 for the project ("Contribution Amount"). In no event shall the ECUA's reimbursement obligation exceed the Contribution Amount absent further action by ECUA's Executive Director

for amount increases not exceeding $100,000.

4. Change Orders. The Parties, however, acknowledge that there may be change orders requiring cost adjustments in the event certain unforeseen conditions or charges arise. The City Engineer, or designee, shall have the right to approve any requested change orders submitted by the engineering-design firm or contractor(s) regarding the City Project's drainage, roadway, and pedestrian improvements, subject to the concurrence of ECUA in the event the change impacts the Sewer Main Improvements aspects of the Cooperative Project. However, the maximum amount of change order(s) from ECUA for Sewer Main Improvements under this Agreement shall be $100,000, absent further action by the ECUA Board.

5. Notice and Contact:

a. All notices provided under or pursuant to this Agreement shall be in writing, either by hand, or mail, to the representatives named below, at the address below:

b. Name and contact information of the City's project manager:

Brad Hinote, P.E. City Engineer
City of Pensacola,
222 W. Main Street
Pensacola, FL 32502
Telephone: (850) 435 -1646

c. Name and contact information of ECUA's project manager:

Jacob Kearley, P.E., Manager of Utility Coordination
9255 Sturdevant Street
Pensacola, FL 32514
Telephone: (850) 969-3310

d. In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, address, and telephone number of the new representative will be provided as outlined in Paragraph 5(a), above.

6. Plan Review and Inspection of Work. Both Parties shall have the right to review all plans drawings, schedules and physical improvements contemplated under this Agreement at any time during the Cooperative Project's construction process. ECUA shall provide an inspector to validate and accept or reject said work within two weeks of installation and satisfactory completion of any desired acceptance testing. The Contractor shall not be notified that the work, or any portion thereof, is accepted until representatives from both Parties are in agreement prior to acceptance and sign-off as accepted of any work associated with the Cooperative Project. ECUA

reserves the right to hold or stay the progress of work to allow the receipt of desired testing information without penalty.

7. Documentation of Work. The City agrees to fully document the completion of all said work associated with the Cooperative Project, in writing, by ensuring copies are provided to ECUA of all meeting notes, plans, design documentation, Certification of Completion, Record Drawings, and such other documentation as reasonably required by either Party.

8. Ownership and Maintenance. The City agrees that all design documentation concerning Drainage and Roadway System Improvements resulting from the work under this Agreement shall become the property of the City after the satisfactory completion of said design. ECUA agrees that all design documentation concerning the Sewer Main Improvements resulting from the work under this Agreement shall become the property of ECUA after the satisfactory completion of said design.

Upon completion of the Sewer Main Improvements, all applicable sewer main improvements will remain the property of ECUA. ECUA shall be responsible maintaining and operating the applicable sewer system improvements.

9. Liability. Subject to any claim of sovereign immunity, and as limited by Fla. Stat. § 768.28, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or any association whatsoever between ECUA and the City.

10. Term of Agreement. The obligations under this Agreement shall terminate upon the completion of the Cooperative Project contemplated under this Agreement and ECUA's having reimbursed the City for all costs for which it is responsible under Paragraphs 3 and 4 of this Agreement, above, barring any warranty issues.

11. Termination. This Agreement may be terminated by either Party for cause, and only after the Party seeking termination has notified the other Party of the alleged default in writing and in accordance with Paragraph 5, and has provided the defaulting Party a reasonable opportunity to cure, which shall be no less than thirty(30) days' time.

12. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, contracts, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party

shall give the first party written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the other Party may terminate this Agreement for cause.

13. Effective Date. This Agreement shall become binding on the Parties and effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The City shall be responsible for such filing.

14. Choice of Law; Venue. This Agreement and the interpretation and performance thereof shall be governed by the laws of the State of Florida, and any action arising out of or related to this Agreement shall be brought only in a court of appropriate jurisdiction in Escambia County, Florida.

15. Interpretation. Headings used throughout this Agreement are for the purpose of convenience only and no heading shall modify or be used to interpret the text of any paragraph. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of this Agreement.

16. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

17. No Waiver. The failure of a Party to insist upon the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right thereafter to enforce the same provision in accordance with this Agreement.

18. Amendment. This Agreement may be amended only by a written agreement signed by an authorized representative of each Party.

19. Authority to Contract. Each individual executing this Agreement on behalf of a Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

20. Annual Appropriation: Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of either Party or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter, or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the City or any other political subdivision

of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement; moreover, the Parties acknowledge that ECUA has no taxing power. Furthermore, pursuant to the requirements of Florida law and Chapter 3-3 of the Code of Ordinances of the City of Pensacola, the Parties' performance and obligations to fund this Agreement shall be contingent upon annual appropriations by the Parties' respective governing boards.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned representatives, as of the date and year first written above.

EMERALD COAST UTILITIES AUTHORITY,
an independent special district created by the Laws of Florida,

By: Lois Benson, Chair

ECUA Legal approval: _____

ATTEST:

Date: _____

By:_____
Secretary

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council.

By: D. C. Reeves, Mayor

ATTEST:

Date: _____

_____
CITY CLERK (Seal)

Legal in form and execution:

_____
City Attorney

File #: 26-655 Agenda Conference 6/15/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

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

RECOMMENDATION:

That City Council adopt Resolution No. 2026-23:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #5: More Walkable, Mixed-Use Districts.

This action will advance City of Pensacola Strategic Plan Goal #7: Thriving Innovation & Businesses.

This Resolution authorizes Jewelers Trade Shop, Inc. (“Jewelers Trade”) to apply for, accept if awarded, and construct certain landscaping improvements within the State right-of-way on West Garden Street adjacent to its new commercial building at the northeast corner of West Garden Street and North Spring Street. The Resolution further authorizes the City to enter into a Memorandum of Understanding with Jewelers Trade and authorizes the Mayor to take all actions necessary to effectuate the Resolution.

Passage of the Resolution and entry into the accompanying Memorandum of Understanding with Jewelers Trade is required by FDOT as a condition for permit approval.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

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

5/29/2026

STAFF CONTACT:

David Stafford, City Administrator
Adam Cobb, City Attorney

ATTACHMENTS:

1. Resolution No. 2026-23

PRESENTATION: No

RESOLUTION NO. 2026-23

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

WHEREAS, Jewelers Trade Shop, Inc. has sought a permit from the Florida Department of Transportation ("FDOT") to install certain landscaping improvements as more particularly depicted and described in the landscaping and irrigation plans attached hereto as Exhibit A (the "Landscaping Improvements") within the State right-of-way located on West Garden Street adjacent to Jewelers Trade Shop Inc.'s new commercial building being constructed at the northeast corner of West Garden Street and North Spring Street (the "Real Estate"); and

WHEREAS, the City Council of the City of Pensacola has an interest in seeing the installation and maintenance of such Landscaping Improvements within the Garden Street corridor to support its beautification and revitalization; and

WHEREAS, Jewelers Trade Shop, Inc. ("Jewelers Trade"), as owner of the Real Estate agrees to indemnify, release and hold the City of Pensacola harmless for any and all loss, claim, or damage associated with or arising from or in any way related to the installation, maintenance or existence of the Landscaping Improvements; and

WHEREAS, installation and maintenance of the proposed Landscaping Improvements shall be the responsibility of the Jeweler's Trade Shop, Inc., as the owner of the Real Estate, and such responsibility shall be appurtenant and run with title to the Real Estate; and

WHEREAS, in order to approve the permit relating to the Landscaping Improvements, FDOT requires the City of Pensacola to (a) pass a resolution in support of Jewelers Trade Shop, Inc.'s permit application for the Landscaping Improvements, and (b) enter into a Memorandum of Understanding with Jewelers Trade Shop, Inc. concerning the installation and maintenance of such Landscaping Improvements.

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

SECTION 1. The City Council of the City of Pensacola hereby authorizes Jewelers Trade to apply for a permit from FDOT for the Landscaping Improvements, and, if awarded, to accept the permit and construct the Landscaping Improvements, on the condition that Jewelers Trade enter into a Memorandum of Understanding with the City of Pensacola to meet the responsibilities to be outlined in the maintenance agreement to be attached thereto and to include such other terms and conditions as may be required by the City.

SECTION 2. The City Council of the City of Pensacola authorizes the Mayor to take

all actions necessary to effectuate the provisions of this Resolution.

SECTION 3. This Resolution shall take effect upon expiration of the fifth day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola, Florida.

Adopted:

_____
(Date)

Approved:

_____
President of City Council

ATTEST:

_____
City Clerk

File #: 26-656 Agenda Conference 6/15/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

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

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #5: More Walkable, Mixed-Use Districts.

This action will advance City of Pensacola Strategic Plan Goal #7: Thriving Innovation & Businesses.

The MOU documents an understanding between Jewelers Trade Shop, Inc. ("Jewelers Trade") and the City of Pensacola regarding installation and maintenance of certain identified landscaping improvements within FDOT right-of-way on West Garden Street adjacent to the company's property. Jewelers Trade will be solely responsible for such installation and maintenance.

Passage of the Resolution and entry into the accompanying Memorandum of Understanding with Jewelers Trade is required by FDOT as a condition for permit approval.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

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

5/29/2026

STAFF CONTACT:

Don Kraher, Council Executive

David Stafford, City Administrator

Adam Cobb, City Attorney

ATTACHMENTS:

1. Memorandum of Understanding - Jewelers Trade Shop (with exhibits)

PRESENTATION: No

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding ("MOU") is to document an understanding between **Jewelers Trade Shop, Inc.**, a Florida corporation, and the **City of Pensacola, Florida**, a Florida Municipal corporation, regarding a landscape and irrigation maintenance plan submitted to the Florida Department of Transportation ("FDOT") that outlines the responsibilities of Jewelers Trade Shop, Inc., regarding the installation and maintenance of certain landscaping improvements in State right-of-way located on West Garden Street, Pensacola, Florida.

1. Jewelers Trade Shop, Inc. is the owner of that certain real estate located at the northeast corner of N. Spring Street and W. Garden Street in Pensacola, Florida, as more particularly described in Exhibit A attached hereto and made a part hereof by reference (the "Real Estate").

2. Jewelers Trade Shop, Inc. has obtained a permit from the Florida Department of Transportation ("FDOT") to install certain landscaping improvements as more particularly depicted and described in the landscaping and irrigation plans attached hereto as Exhibit B (the "Landscaping Improvements") in State right-of-way located on West Garden Street, Pensacola, Florida and adjacent to the Real Estate.

3. Resolution 2026-___ ("Resolution"), recognizing the value of the Landscaping Improvements within the Garden Street corridor, grants the Mayor authority to take all actions consistent with that Resolution. A copy of the Resolution is attached hereto as Exhibit C.

4. The City has reviewed and found acceptable the 10-page landscape maintenance plan relating to the Landscaping Improvements attached hereto as Exhibit D ("Maintenance Plan"). Jewelers Trade Shop, Inc. agrees to promptly install the Landscaping Improvements and to thereafter timely and fully comply with all terms of Maintenance Plan in relation to the Landscaping Improvements.

5. Jewelers Trade Shop, Inc., shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the City, its officials, employees, agents, successors, and assigns from and against all claims, losses, damages, injuries (including but not limited to death) or liability (including reasonable attorney's fees), directly or indirectly arising from, out of, relating to or caused by the Landscaping Improvements or Jewelers Trade Shop, Inc.'s failure to timely and fully perform its obligations under this MOU. The foregoing obligation shall survive expiration or termination of this Agreement.

6. The grants and other provisions contained herein constitute a covenant running with the Real Estate for the benefit of the City. This MOU and the provisions and covenants contained herein shall bind and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

7. Following execution, either party may record this MOU in the Official Records of Escambia County, Florida.

[Separate signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of their respective signatures below.

Witnesses:

CITY OF PENSACOLA,
a Florida municipal corporation

_____
Print:_____
Address:_____
_____

_____
Print:
Address: _____
_____

_____
D.C. Reeves, Mayor
Date: _____

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to substance:

_____
Amy Tootle, Director of Public Works & Engineering

Approved as to form:

_____
Adam C. Cobb, City Attorney

JEWELERS TRADE SHOP, INC.

Witnesses:

Print:_____
Address:_____
_____

_____
By:_____
Its:_____
Date: _____

_____
Print:
Address: _____
_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 2026, by means of ( ) physical presence or ( ) online notarization, by _____, as _____ of Jewelers Trade Shop, Inc., who is personally known to me or who has produced a valid driver license as identification.

_____
NOTARY PUBLIC

Print:_____

EXHIBIT A

The Real Estate

The West 152 feet of Arpent Lot 59, old city tract, in the City of Pensacola, according to the record map of "the City of Pensacola" copyrighted by Thomas C. Watson in 1906.

Being in Section 43, Township-2-South, Range-30-West, Escambia County Florida.

Less and except:

The North 15.00' of the West 152' of lot 59, old city tract, in the City of Pensacola, according to the record map of "the City of Pensacola" copyrighted by Thomas C. Watson in 1906. Being in section 43, Township-2-South, Range-30-West, Escambia County Florida.

EXHIBIT B

The Landscaping Improvements

[attached]

Jeweler's Trade Shop

Pensacola, Florida

LANDSCAPE PLANTING PLAN

LP100

Reason for Release	Date
Revisions / Submissions	08.18.25
FDOT SUBMITTAL	

landscape architecture
land planning
placemaking

Foley, Alabama
P. 251.948.7181

Mobile, Alabama
P. 251.344.4023

Jackson, Mississippi
P. 601.790.0781

Pensacola, Florida
P. 850.203.4252

WAS DESIGN landscape architects
www.was-design.com

FDOT DESIGN STANDARDS NOTE

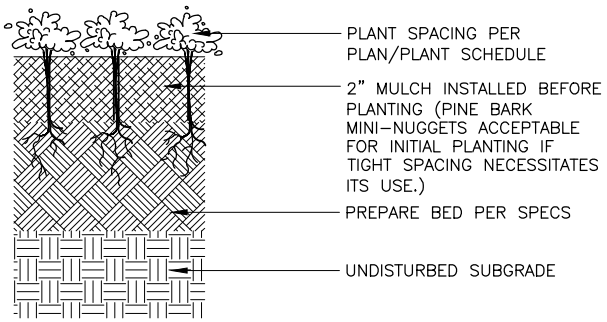
- SINCE OBSERVATIONS ARE MADE IN BOTH DIRECTIONS ALONG THE LINE OF SIGHT, THE REFERENCE DATUM BETWEEN ROADWAYS IS 3'–6" ABOVE RESPECTIVE PAVEMENTS.
- PROPOSED LOW GROWING VEGETATION AT MATURITY DOES NOT ATTAIN A HEIGHT GREATER THAN 18" BELOW THE SIGHT LINE DATUM.
- BOTTOM OF PROPOSED TREE CANOPIES SHALL NEVER BE LOWER THAN 5' ABOVE THE SIGHT LINE DATUM.

1 LANDSCAPE PLANTING PLAN

Scale: 1"= 20'

PLANT SCHEDULE

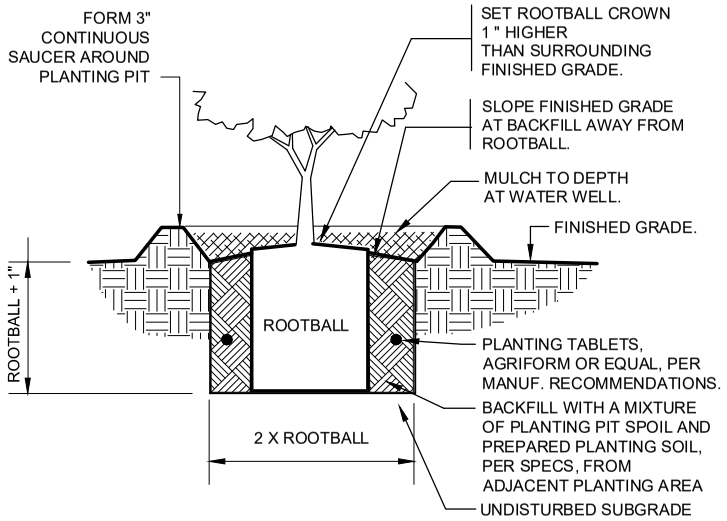
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	HT	SPACING
TREES							
	QC2	4	QUERCUS VIRGINIANA 'SDLN' / CATHEDRAL™ LIVE OAK FULL HEAD, SPECIMEN QUALITY, MATCHING	B&B OR CONT	3"	14'	
SHRUBS							
	CA	3	CRINUM ASIATICUM / GREEN CRINUM LILY	7 GAL		18"	42" o.c.
	ZF	4	ZAMIA FLORIDANA / COONTIE	3 GAL		12"	36" o.c.
GROUND COVERS							
	JB	13	JUNIPERUS CONFERTA 'BLUE PACIFIC' / BLUE PACIFIC SHORE JUNIPER	3 GAL		6-12"	24" o.c.
	TA	20	TRACHELOSPERMUM ASIATICUM 'SUMMER SUNSET' / SUMMER SUNSET ASIATIC JASMINE	1 GAL		6"	24" o.c.



1 GROUNDCOVER PLANTING

3" = 1'-0"

329313-01



2 SHRUB PLANTING

1" = 1'-0"

329333.13-01

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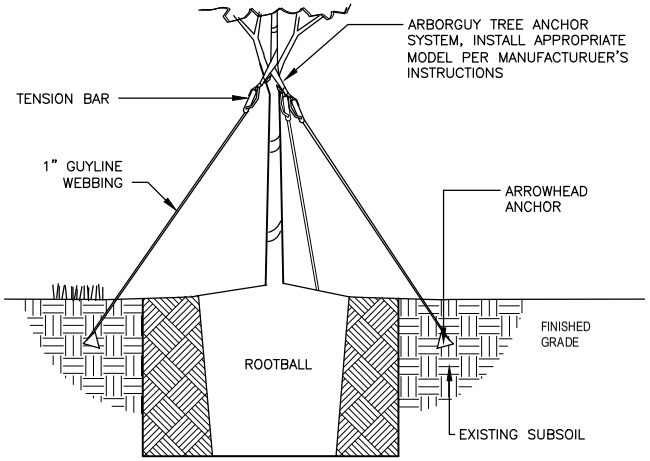
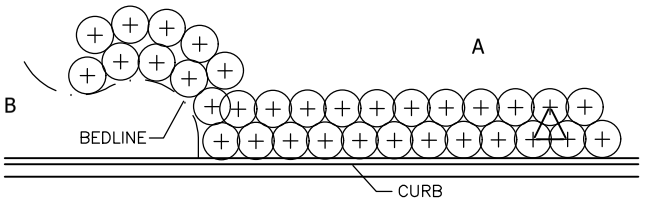
LANDSCAPE PLANTING DETAILS LP500



STAKING DETAIL



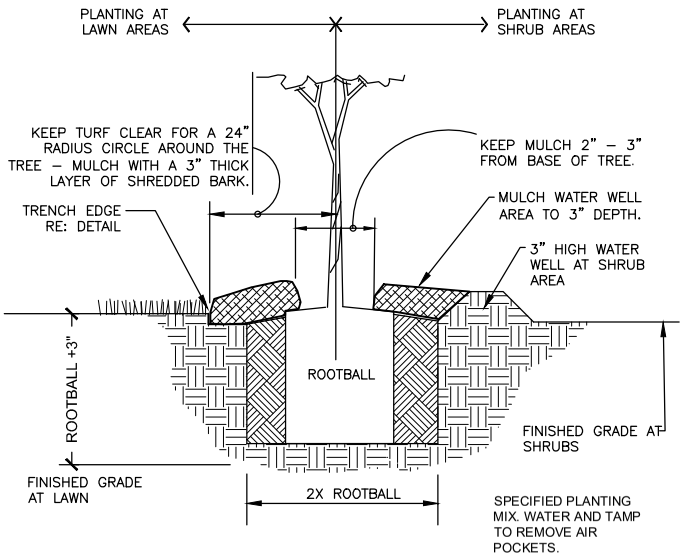
A SHRUBS AND GROUNDCOVERS ADJACENT TO STRAIGHT EDGES SHALL BE TRIANGULAR – SPACED IN ROWS PARALLED TO THE STRAIGHT EDGE.

B SHRUBS AND GROUNDCOVERS ADJACENT TO CURVED EDGES SHALL BE PLANTED IN ROWS PARALLEL TO THE CURVED EDGES. CURVED EDGES TO BE VERY SMOOTH RADII.

3 TYPICAL PLANT SPACING

NOT TO SCALE 329399-04

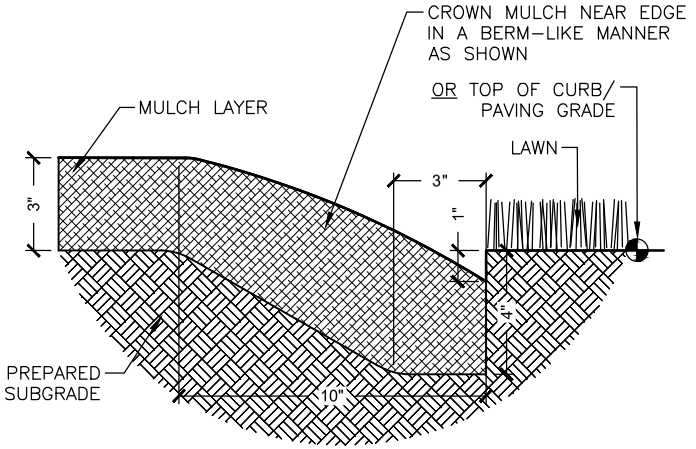
SET ROOTBALL CROWN 1 1/2" HIGHER THAN THE SURROUNDING FINISHED GRADE. SLOPE BACKFILL AWAY FROM ROOTBALL FOR POSITIVE DRAINAGE.



PLANT PIT DETAIL

1 TREE PLANTING - GUY STRAP

1" = 1'-0" 329343.26-02



NOTE: TRENCH EDGE TO BE LOCATED BETWEEN ALL PLANTING BED AREAS AND ADJACENT TURF AREAS, UNLESS NOTED OTHERWISE.

2 TRENCH EDGE

3" = 1'-0" 329413.23-02

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LANDSCAPE PLANTING DETAILS LP501

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IRRIGATION PLAN

L1100

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NORTH
0
20'
40'
N. SPRING STREET(60' R/W)
GARDEN STREET (150' R/W)
10' MAXIMUM BUILDING SETBACK
D.I. - 220'
31'-6"
14'-6"
1.5"W
4"S
RIGHT TRIANGLE
(4) OC2
(5) TA
(7) TA
(3) TA
(6) TA
(3) TA
(3) TA
(3

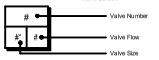
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
MB1 MB2 MB3	RAIN BIRD 1804-SAM-PRS-1400 FLOOD FLOOD BUBBLER 4.0IN. POPUP WITH CHECK VALVE AND PRESSURE REGULATOR. INSTALL W/ PA-80 ADAPTER.	12	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD XCZ-100-LC 1" WIDE FLOW DRIP CONTROL KIT, FOR LIGHT COMMERCIAL USES. 1IN. PEB VALVE, WITH 1IN. PRESSURE REGULATING 40PSI BASKET FILTER. 0.3-20 GPM.	1
	AREA TO RECEIVE DRIPLINE RAIN BIRD XFCV-06-12 XFCV XON-SURFACE LANDSCAPE DRIPLINE WITH A HEAVY-DUTY 3.5 PSI CHECK VALVE. 0.6 GPH EMITTERS AT 12" O.C. DRIPLINE LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. GREAT FOR ELEVATION CHANGE. SPECIFY XF INSERT FITTINGS.	100.0 LF

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD PGA 1" ELECTRIC REMOTE CONTROL VALVE	1
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1" ONLY LATERAL TRANSITION PIPE SIZES 1 1/4" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 1" IN SIZE.	247.2 LF
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 1 1/2"	5.3 LF
	PIPE SLEEVE: PVC SCHEDULE 40	83.4 LF

Valve Callout



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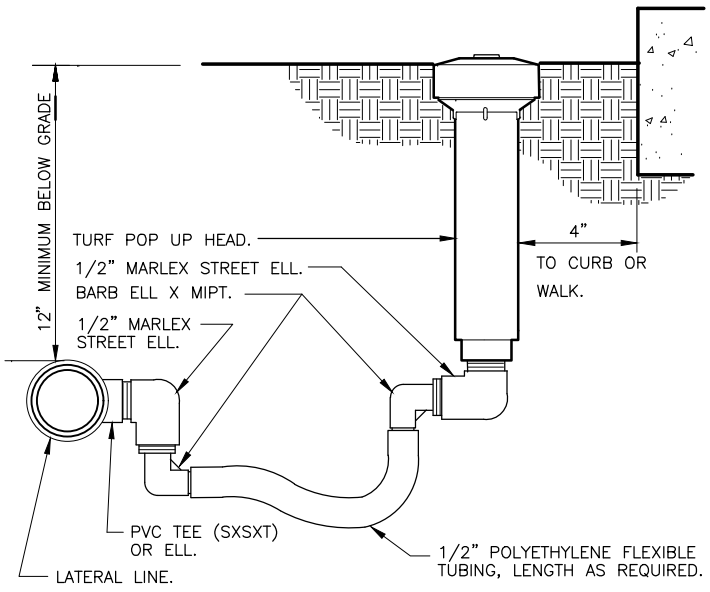
IRRIGATION GRAPHICS NOTES

IRRIGATION SYSTEM DESIGN GRAPHICS ARE DIAGRAMMATIC IN NATURE, AND INTENDED TO INDICATE GENERAL LOCATION AND PROXIMITY TO OTHER ELEMENTS OF THE DRAWING. AS SUCH, MAINLINE AND/OR VALVES ARE OFTEN SHOWN OUTSIDE OF TRENCH FOR GRAPHIC CLARITY. ALL EQUIPMENT AND PIPE SHALL BE WITHIN PROPERTY BOUNDARIES UNLESS OTHERWISE NOTED. SLEEVE SIZES TO BE DETERMINED BY CONTRACTOR UNLESS NOTED ON THE DRAWINGS.

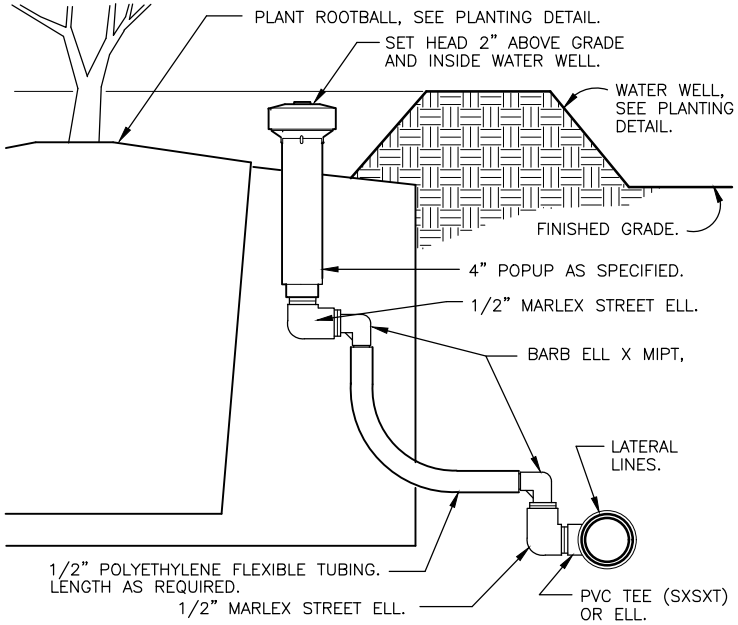
QUANTITY TAKEOFF DISCLAIMER:

QUANTITIES NOTED ON PLANS ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR FOR BID PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.



1 TURF SPRAY FLEX ASSEMBLY

3" = 1'-0" 328403.13-02



2 POPUP BUBBLER AT PLANT PIT

3" = 1'-0" FX-IR-FX-HEAD-16

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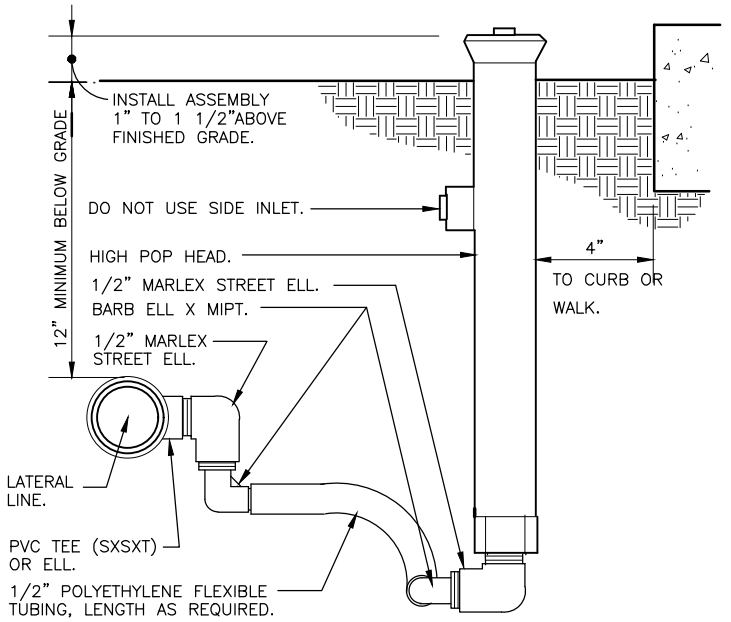
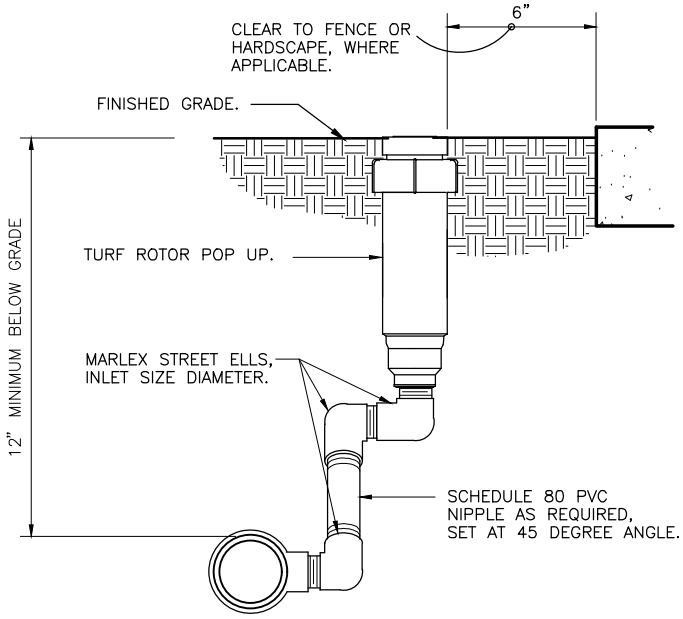


1 SHRUB SPRAY HIGHPOP W/ FLEX ASSEMBLY

3" = 12" 328403.29-01



2 TURF ROTOR MARLEX ASSEMBLY

3" = 1'-0" 328403.16-01

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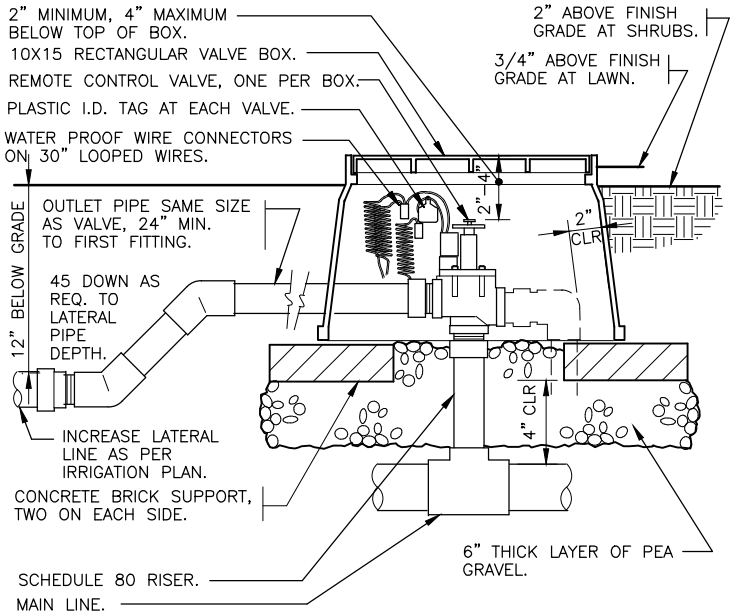
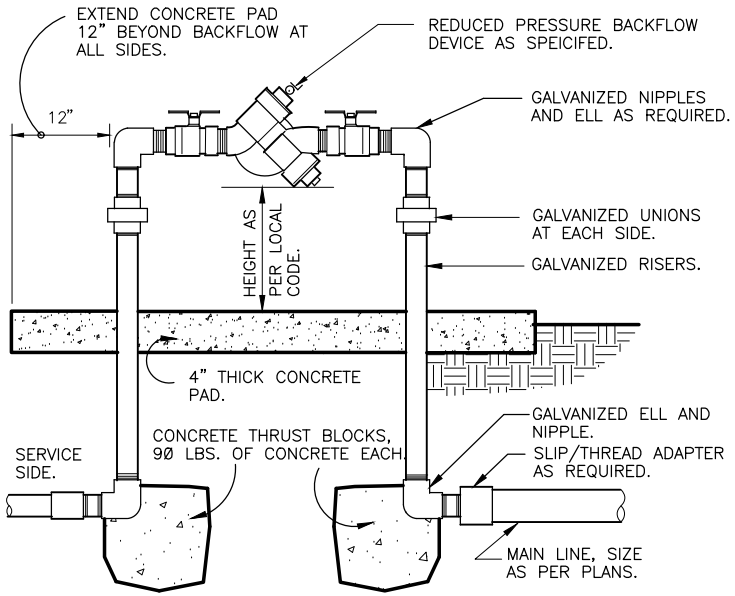


1 ELECTRIC REMOTE CONTROL VALVE

1 1/2" = 1'-0" 328406.13-01



2 REDUCED PRESSURE BACKFLOW

1 1/2" = 1'-0" 328409.43-02

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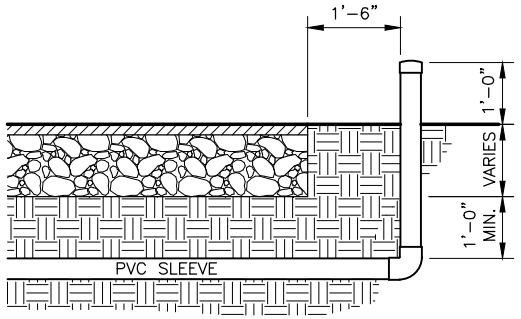
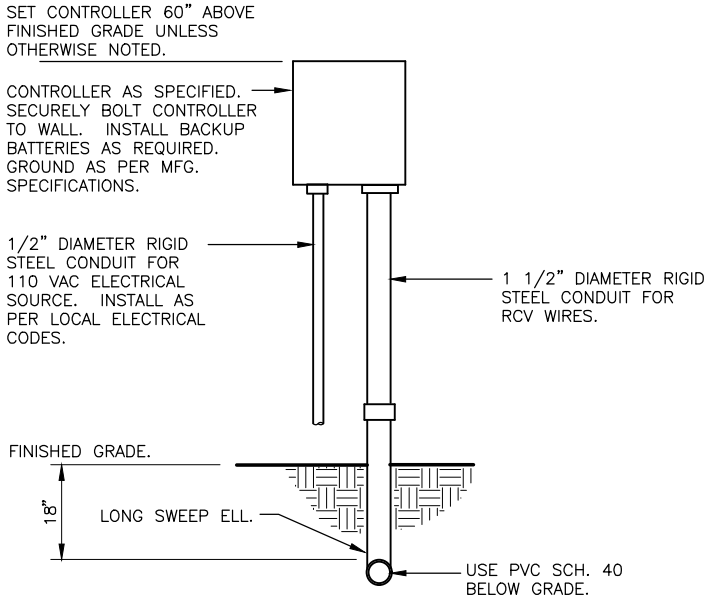
NOTE:
INSTALLER OF SLEEVES SHALL BE RESPONSIBLE TO LOCATE SLEEVES IF NOT PROPERLY INSTALLED.



1 SLEEVING DETAIL

1/2" = 1'-0"

328409.76-05



2 WALL MOUNT CONTROLLER

1" = 1'-0"

328409.13-01

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IRRIGATION DETAILS

LI503

EXHIBIT C

The Resolution

[Attached.]

EXHIBIT D

The Maintenance Plan

[Attached.]

A LANDSCAPE MAINTENANCE PLAN FOR

US 98, BETWEEN N SPRING ST AND N BAYLEN ST, LANDSCAPE ENHANCEMENTS
PENSACOLA, FLORIDA

PREPARED BY:
WAS DESIGN, INC.
1318 E CERVANTES ST.
PENSACOLA, FLORIDA 32501
850.203.4252

September 24, 2025

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  - Weed Control
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- Irrigation (Exhibit ‘C’)
  - Irrigation System

A. LANDSCAPE MANAGEMENT SCHEDULE - MONTHLY MAINTENANCE CHECKLIST

(See – B. Landscape Management Areas for details)

January:

- Prune any tree branches that interfere with public safety. Trees within sight safety triangles shall comply with FDOT's Pictorial Window guidelines with bottom of canopy at 8'-6" above finished grade. Refer to Construction Documents for trees within sight triangles.
- Prune all other street trees yearly to encourage strong upward growth.
- Mow all turf areas bi-weekly per month.

February:

- Prune any tree branches that interfere with public safety. Trees within sight safety triangles shall comply with FDOT's Pictorial Window guidelines with bottom of canopy at 8'-6" above finished grade. Refer to Construction Documents for trees within sight triangles.
- Mow all turf areas bi-weekly per month.
- Add new mulch to planting areas where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.
- Pre-emergent herbicide application

March:

- Prune any tree branches that interfere with public safety. Trees within sight safety triangles shall comply with FDOT's Pictorial Window guidelines with bottom of canopy at 8'-6" above finished grade. Refer to Construction Documents for trees within sight triangles.
- Mow all turf areas bi-weekly per month.
- Flush out irrigation systems as needed and check for proper operation of each valve zone.
- Remove and clean wye filter screens.
- Clean or replace plugged sprinkler nozzles.
- Replace irrigation controller program back-up batteries.
- Fertilize trees and shrubs with often release organic fertilizer at a rate approved by LA.

April:

- Prune any tree branches that interfere with public safety. Trees within sight safety triangles shall comply with FDOT's Pictorial Window guidelines with bottom of canopy at 8'-6" above finished grade. Refer to Construction Documents for trees within sight triangles.
- Mow all turf areas weekly per month.
- Fertilize all landscape areas. The fertilization of shrubs/groundcover areas may be deleted when the plants reach maturity or completely fill the planters, without space between them. Written authorization from the owner's representative is required before the foliar fertilization may be deleted from the required work.
- Add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.
- Weed control measures

May:

- Prune any tree branches that interfere with public safety. Trees within sight safety triangles shall comply with FDOT's Pictorial Window guidelines with bottom of canopy at 8'-6" above finished grade. Refer to Construction Documents for trees within sight triangles.
- Mow all turf areas weekly per month.
- Submit receipts to owner's authorized representative as proof of fertilizer purchase.
- Prune spring & winter-flowering shrubs as needed to maintain proper shape.
- Prune shrubs that bloom before May after flowering in the spring. Do not prune again until following season.
- Fertilize trees and shrubs with slow-release organic fertilizer at a rate approved by LA.

June:

- Prune any tree branches that interfere with public safety. Trees within sight safety triangles shall comply with FDOT's Pictorial Window guidelines with bottom of canopy at 8'-6" above finished grade. Refer to Construction Documents for trees within sight triangles.
- Mow all turf areas weekly per month.
- Weed control measures

July:

- Prune any tree branches that interfere with public safety. Trees within sight safety triangles shall comply with FDOT's Pictorial Window guidelines with bottom of canopy at 8'-6" above finished grade. Refer to Construction Documents for trees within sight triangles.
- Mow lawn weekly per month.
- Fertilize trees and shrubs with often release organic fertilizer at a rate approved by LA.
- Fertilize lawn areas with organic fertilizer at rate approved by LA.

August:

- Prune any tree branches that interfere with public safety. Trees within sight safety triangles shall comply with FDOT's Pictorial Window guidelines with bottom of canopy at 8'-6" above finished grade. Refer to Construction Documents for trees within sight triangles.
- Mow all turf areas weekly per month.
- Add new mulch to planting areas where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.
- Weed control measures

September:

- Prune any tree branches that interfere with public safety. Trees within sight safety triangles shall comply with FDOT's Pictorial Window guidelines with bottom of canopy at 8'-6" above finished grade. Refer to Construction Documents for trees within sight triangles.
- Mow all turf areas weekly per month.
- Fertilizer all landscape areas.
- The fertilization of shrubs/groundcover areas may be deleted when the plants reach maturity or completely fill the planters, without space between them.
- Weed control measures

October:

- Prune any tree branches that interfere with public safety. Trees within sight safety triangles shall comply with FDOT's Pictorial Window guidelines with bottom of canopy at 8'-6" above finished grade. Refer to Construction Documents for trees within sight triangles.
- Mow all turf areas bi-weekly per month.
- Fertilize all landscape areas. The October fertilization of shrubs/groundcover areas may be deleted when the plants reach maturity or completely fill the planters, without space between them.
- Prepare irrigation system for winter. Make sure backflow preventer is well insulated or drained prior to first freeze. Blow out pipes using compressed air in areas where freezing could result in breakage.
- Add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.
- Weed control measures / Pre-emergent herbicide application

November:

- Prune any tree branches that interfere with public safety. Trees within sight safety triangles shall comply with FDOT's Pictorial Window guidelines with bottom of canopy at 8'-6" above finished grade. Refer to Construction Documents for trees within sight triangles.
- Mow all turf areas bi-weekly per month.
- No additional items.
- Prune perennial bulbs back to ground level as soon as leaf blades yellow and wilt due to cold weather. Apply 3 inches of mulch on ground surface over bulbs to insulate from cold.

December:

- Prune any tree branches that interfere with public safety. Trees within sight safety triangles shall comply with FDOT's Pictorial Window guidelines with bottom of canopy at 8'-6" above finished grade. Refer to Construction Documents for trees within sight triangles.
- Mow all turf areas bi-weekly per month.
- Prune any tree branches that interfere with public safety. Prune all parking lot and street trees yearly to encourage strong, upward growth.
- Prune summer and fall-blooming shrubs as needed to maintain proper shape.

B. LANDSCAPE MAINTENANCE AREAS

EXHIBIT "A" GENERAL MAINTENANCE

CLEAN-UP

- All trash and debris are to be picked up from lawn and bed areas prior to mowing.
- Mulch is to be maintained off utility covers.
- Debris shall not be carried into fountains, patios, entryways and/or doorways.
- Mulch and debris deposited by typical weather occurrences shall be cleaned up.
- Debris removal shall be performed on a weekly basis.

WATER

- Monitor the moisture levels around all ornamental plants including, but not limited to trees, turf, shrubs, perennials, groundcovers and annuals. Report problems to Park Superintendent during normal maintenance visits and to Owner point-of-contact via e-mail within 24 hours of visit.
- Hand watering of any ornamental plants or turf areas not under irrigation is not required.

TIMING

Contractor shall perform all specifications and services set forth herein. It is expected that the Contractor will schedule the work as needed and coordinate the most efficient use of manpower and equipment. However, under no circumstances shall the Contractor allow the appearance of the landscaping to suffer.

INTERFERENCE WITH TRAFFIC

Contractor shall perform the services required herein in such a manner so as to minimize the disruption of business activity and/or traffic in the surrounding area. Under no circumstances shall the work of Contractor impede or in any manner adversely affect traffic on U.S. Highway 98.

EXHIBIT "B" PLANT CARE

TREES

- Trees shall be maintained in a healthy, vigorous growing condition, free from disease and pests.
- Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches or fronds, and as required below.
- Prune in accordance with generally accepted standards for proper pruning.
- Prune trees to remove any low hanging branches that pose a conflict with vehicular or pedestrian use areas on a weekly basis.
- Discard all tree trimmings off-site using a legal method.
- Any tree found to be dead or missing shall be replaced with plant material of identical species at the landscape maintenance contractor's expense, unless the loss was due to excluded damage. Replacement trees shall be approved for size and appearance by the Owner's authorized representative prior to planting.
- All sucker growth from trunk and base of trees shall be removed weekly or as required to maintain a clean appearance.
- The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut.
- Corrective pruning shall be performed at the appropriate time of each year to maintain the natural shapes and characteristics of the variety. Interfering or crossed limbs shall be removed, along with any suckers. All limb removal shall be made in accordance with good horticultural practice.
- Some selective pruning of naturalized/native plants which interfere with vehicular or pedestrian use areas or fences will be required on an as-needed basis. Pruning of naturalized/native plants shall be done in a way that leaves the natural shape and character of the plant intact as much as possible in all instances.
- Any tree found to be dead shall be replaced. Refer to Plant Loss section.
- A vertical clearance of 8'-6" is required for all trees within sight safety triangles to comply with FDOT's Pictorial Window guidelines. Refer to Construction Documents for trees within sight triangles. A vertical clearance of 80 inches is required above all walkways. Trim trees to remove all limbs within these areas.

SHRUBS

- Shrubs shall be kept in a healthy, vigorous condition, free from disease and large concentrations of pests.
- Shrubs shall be pruned weekly only as needed to remove branches which are dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls (unless they are intended to climb the wall, such as climbing vines). Formal hedges and topiary shall be regularly pruned to maintain a uniform height and width. Cut the edges at an angle /--\ for a more natural appearance and healthier plants. Except as noted previously, allow the shrubs to grow un-pruned to their natural sizes.
- Shrubs uniformly planted in rows, where it is clear the intent was to create a hedge, shall be pruned so as to encourage a hedge. Shrubs in hedges shall be encouraged through pruning to form a dense, continuous, hedge, branching fully to the ground. All other shrubs shall be pruned only as required for safety, visibility, and plant health, and allowed to develop into the natural shapes expected of the plant variety. Do not shear shrubs into topiary (shapes) unless specifically instructed.
- Allow shrubs three (3) months to rejuvenate following a hard frost prior to pruning or replacing.
- Any shrub found to be dead or missing shall be replaced. Refer to Plant Loss section.
- When pruning shrubs known or suspected to be diseased, the cutting blades shall be sterilized after each cut.
- All shrubs within sight safety triangles shall comply with FDOT's Pictorial Window guidelines with a maximum

GROUNDCOVERS

- Groundcover shall be maintained in a healthy, vigorous growing condition.
- Keep groundcover trimmed back from sidewalks, curbs, and paved areas on a weekly basis. Do not create vertical edges when pruning groundcover (with the exception of Asiatic Jasmine).
- If regular foot traffic through a planter is preventing the groundcover from reaching full coverage of the soil, contact the Owner's authorized representative to discuss options for redirecting the foot traffic. Consider installing pavers, stepping stones, a concrete walk, a gravel path, and/or barriers to redirect pedestrians.
- Any groundcover found to be dead or missing shall be replaced. Refer to Plant Loss section
- All groundcovers within sight safety triangles and clear sight areas shall comply with FDOT's Pictorial Window guidelines

FERTILIZER

- Trees (other than palms) shall be fertilized using a slow release fertilizer containing a 3:1:2 ratio of N-P-K at a rate of 2 lbs. N per 1000 sq. ft. of bed semi-annually. Fertilizer is to be applied evenly on mulched or un-mulched non-paved surfaces to about one and one-half times the tree crown radius. If trees are located in fertilized sodded areas or fertilized planting beds, there is no need to apply additional fertilizer beyond what is applied to the sod or bed area.
- Palm trees shall be fertilized by hand using a slow release fertilizer containing an 8:2:12:4Mg ratio of N-P-K-Mg with 1-2% Fe and Mn plus trace elements Zn, Cu, B at a rate of 1 lb. per 100 sq. ft. of palm canopy area 3 times during the growing season. Fertilizer shall be applied evenly on mulched and un-mulched un-paved surfaces under the crown radius.
- Shrub and/or groundcover beds shall receive slow-release granular fertilizer. Fertilizer shall be 19-6-12 formulation or similar, applied at maximum label rate for coverage area at a 120-day interval. Water immediately after applying to move the fertilizer into the soil and wash the fertilizer off of plant surfaces.
- Seasonal color beds shall be fertilized by hand by using 6-6-6 at a rate of 2 lbs. N per 1000 sq. ft. of bed area monthly during the growing season.

WEED CONTROL

- Weed control shall be accomplished by weekly observation and removal and by herbicide application. Broad spectrum pre- and post-emergent herbicide shall be applied per the schedule and per manufacturer's recommendations and applicable regulations.
- The Contractor shall implement preventative and management measures utilizing IPM techniques.
- It shall be the responsibility of the Contractor to check all grass areas for weed growth in accordance with the Section IV – Landscape Maintenance Schedule.
- Weed control should be managed by implementing weed control as indicated in the Section IV – Landscape Maintenance Schedule.
  Hand pulling is the preferred method of post emergent weed control.
- Properly weeded areas shall be totally free of weeds.
- Chemical weed control is only to be performed by a Permitted Florida Commercial Pesticide Applicator.
- Failed spray applications must be followed by reapplication.
- The Contractor shall place appropriate warning signs in all public areas sprayed. The Contractor shall remove all warning signs within 24 hours after the end of the prescribed re-entry interval.
- Turn in all spray reports and records.
- All spraying shall be done with extreme care so as to avoid any hazard to any person or pet in the immediate areas or any property damage.
- Weeds in planted areas, sidewalks, curbs, gutters, or pavement shall be removed or killed weekly as the weeds emerge.
- Weeds shall be removed (not just killed) if they are larger than 2 inches (5 cm) in height or diameter. Dispose of weeds off-site.
- The cost of all weed control work shall be included in the contract price for landscape maintenance.

MULCH LAYER

- Mulch to be pine straw mulch.
- All site mulch beds, including tree wells, shall be replenished per schedule to maintain a minimum 3-inch depth.
- Add additional pine straw mulch regularly to maintain a layer no less than 3 inches (10.2 cm) deep at all times in mulched planting beds. Decomposition of organic mulch is considered normal wear and tear and replenishment of decomposed mulch is required seasonally. Mulch and/or decorative rock is not required in areas where plant foliage completely covers the soil surface, such that the soil is not visible through the foliage. Any mulch or decorative rock found outside planter areas shall be returned to the planter on a weekly basis.
- When buildup of old decomposing mulch becomes a problem, contractor is to remove and replace the old mulch at the Owner's discretion.
- Mulch and/or decorative rock shall be uniform in color and appearance, and free of leaves, sticks, or trash. When replacing existing mulch, use a mulch product which is similar in appearance to that already at the site. Pine bark mini-nugget bark may be used in seasonal color beds if desired.

EXHIBIT "C" IRRIGATION

IRRIGATION SYSTEM:

- Regardless of the cause of damage, take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (i.e.; raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment.
- The sprinkler system contractor shall be responsible for performing repairs to the sprinkler system. Said repair services shall include repairs to broken or improperly operating sprinkler heads, valves, or lines. All repairs other than emergency repairs shall be made within two days of notification. Emergency repairs shall be made the day of notification. The Owner will reimburse the sprinkler system contractor for the cost of all replacement parts. All parts and materials which are to be furnished by the Contractor shall be invoiced at the prevailing Contractor's cost. Prevailing contractor's cost shall be defined as the contractor's actual cost of material, plus shipping, plus ten percent (10%) for contractor's overhead expenses. Notify Owner for approval prior to work.
- The labor cost of all repairs from and including the controllers, valves, main lines and sub-lines shall be reimbursed by the Owner at the hourly rate of (bidder to include amount on bid page) per hour. The labor cost for all repairs, replacements, or adjustments of nozzles, screens, heads, and risers shall be included in the cost of the Contract.
- All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the Owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the Owner's authorized representative.
- For safety, never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up style, sprinkler heads.

File #: 26-657 Agenda Conference 6/15/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

ACQUISITION OF REAL PROPERTY - 2623 WEST CERVANTES STREET (PACE-CERVANTES CORRIDOR REVITALIZATION PROJECT)

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #5 More Walkable, Mixed Use Districts and #7 Thriving Innovation and Businesses

In 2024, the City was awarded $5,000,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funding through Florida Commerce from the Rebuild Florida Hometown Revitalization Program (HRP) for the Pace Cervantes Corridor Revitalization Project. The intent of this project is to revitalize the West Cervantes Street and North Pace Boulevard corridor sections by targeting acquisition of blighted and/or dilapidated commercial properties in the project area. The required Environmental Review of the overall project area has been completed and the authorization to utilize the grant funds (AUGF)was received on May 18, 2026. This allows the City to proceed with obtaining site-specific AUGFs to acquire parcels within the project area.

The real property located at 2623 West Cervantes is a 0.40 acre vacant commercial property with C-3 zoning near the western edge of the incorporated limits of the City. The property is virtually adjacent to the vacant commercial property at 2701 West Cervantes. The property was appraised in February 2026 for $160,000 using the federal, or "yellow book", appraisal standard. The owner has agreed to accept the City's offer of the appraised value.

PRIOR ACTION:

March 23, 2023 - City Council approved Resolution No. 2023-030, supporting the grant application for the Pace Cervantes corridor project.

July 18, 2024 - City Council approved acceptance of the CDBG-DR/HRP grant award for the Pace Cervantes Corridor Revitalization Project (HS017) from Florida Commerce

FUNDING:

Budget: $5,000,000 Pace Cervantes CDBG HRP Grant

Actual: $5,000,000 Pace Cervantes CDBG HRP Grant

FINANCIAL IMPACT:

This acquisition will be funded by the Pace Cervantes Corridor Revitalization Project grant funds.

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

6/2/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Parcel Info ESCPA - 2623 W CERVANTES ST

PRESENTATION: No

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Parcel ID:	000S009060070206
Account:	151715000
Owners:	DHAITI JOSEPH
Mail:	10420 SW 142 AVE MIAMI, FL 33186
Situs:	2623 W CERVANTES ST 32505
Use Code:	VACANT COMMERCIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$60,444	$0	$60,444	$60,444
2024	$28,908	$0	$28,908	$28,908
2023	$28,908	$0	$28,908	$28,908

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data

Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records
07/26/2024	9182	963	$90,000	WD	Y	
02/03/2011	6685	1527	$100	CJ	Y	

Official Records Inquiry courtesy of Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LTS 7 THRU 11 BLK 206 FERRIS S/D WEST KING TRACT OR 9182 P 963 LESS OR 6471 P 974 TERAMORE CA 126

Extra Features

None

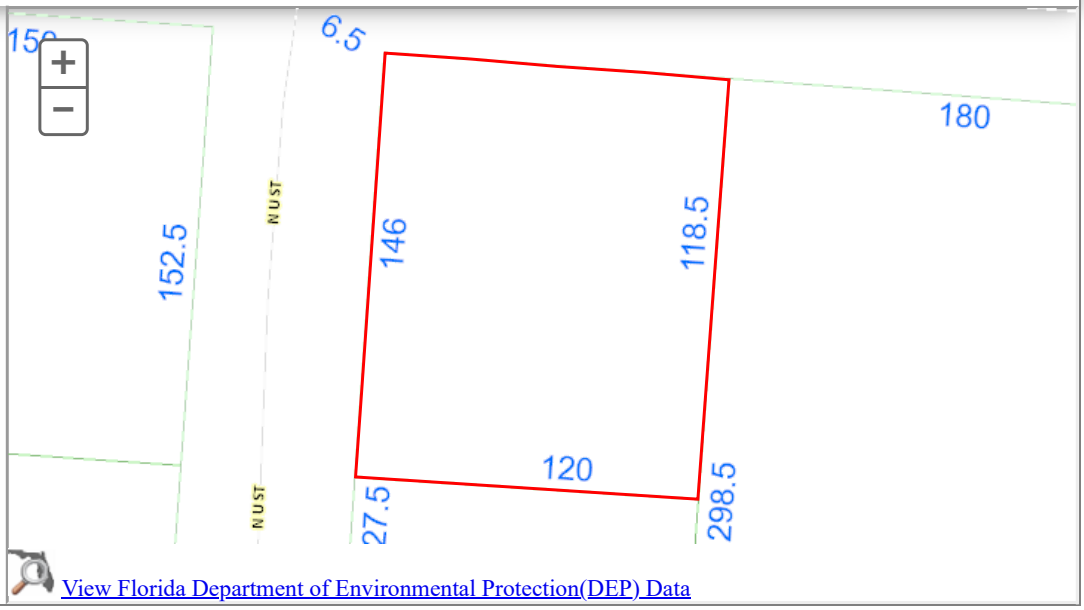
Parcel Information

Launch Interactive Map

Section Map Id:
CA126

Approx. Acreage:
0.4038

Zoned:
C-3



View Florida Department of Environmental Protection(DEP) Data

Buildings
Images

6/3/2005 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

File #: 26-658 Agenda Conference 6/15/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

ACQUISITION OF REAL PROPERTY - 2701 WEST CERVANTES STREET (PACE-CERVANTES CORRIDOR REVITALIZATION PROJECT)

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #5 More Walkable, Mixed Use Districts and #7 Thriving Innovation and Businesses

In 2024, the City was awarded $5,000,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funding through Florida Commerce from the Rebuild Florida Hometown Revitalization Program (HRP) for the Pace Cervantes Corridor Revitalization Project. The intent of this project is to revitalize the West Cervantes Street and North Pace Boulevard corridor sections by targeting acquisition of blighted and/or dilapidated commercial properties in the project area. The required Environmental Review of the overall project area has been completed and the authorization to utilize the grant funds (AUGF)was received on May 18, 2026. This allows the City to proceed with obtaining site-specific AUGFs to acquire parcels within the project area.

The real property located at 2701 West Cervantes is a 0.52 acre vacant commercial property with C-3 zoning near the western edge of the incorporated limits of the City. The property is virtually adjacent to the vacant commercial property at 2623 West Cervantes. The property was appraised in February 2026 for $180,000 using the federal, or "yellow book", appraisal standard. The owners have agreed to accept the City's offer of the appraised value.

PRIOR ACTION:

March 23, 2023 - City Council approved Resolution No. 2023-030, supporting the grant application for the Pace Cervantes corridor project.

July 18, 2024 - City Council approved acceptance of the CDBG-DR/HRP grant award for the Pace-Cervantes Corridor Revitalization Project (HS017) from Florida Commerce.

FUNDING:

Budget: $5,000,000 Pace Cervantes CDBG HRP Grant

Actual: $5,000,000 Pace Cervantes CDBG HRP Grant

FINANCIAL IMPACT:

This acquisition will be funded by the Pace Cervantes Corridor Revitalization Project grant funds.

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

6/2/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Parcel Info ESCPA - 2701 W CERVANTES ST

PRESENTATION: No

Restore Full Version

General Information

Parcel ID:	000S009060012213
Account:	151758000
Owners:	LATTER RAIN RHEMA CHURCH INC
Mail:	2601 W STRONG ST PENSACOLA, FL 32505
Situs:	2701 W CERVANTES ST 32505
Use Code:	VACANT COMMERCIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$77,815	$0	$77,815	$40,937
2024	$37,216	$0	$37,216	$37,216
2023	$37,216	$0	$37,216	$37,216

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data

Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records
06/02/2025	9329	1575	$100	QC	N	
10/17/2013	7090	545	$30,000	SM	N	
03/13/2012	6831	81	$100	OT	N	
01/21/2009	6417	1130	$100	TR	Y	
12/03/2008	6403	1390	$100	CJ	Y	
11/07/2008	6395	1631	$100	CJ	Y	
03/30/2008	6446	629	$100	CJ	Y	

Official Records Inquiry courtesy of Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LTS 12 TO 17 BLK 213 WEST KING TRACT OR 9329 P 1575 CA 139

Extra Features

None

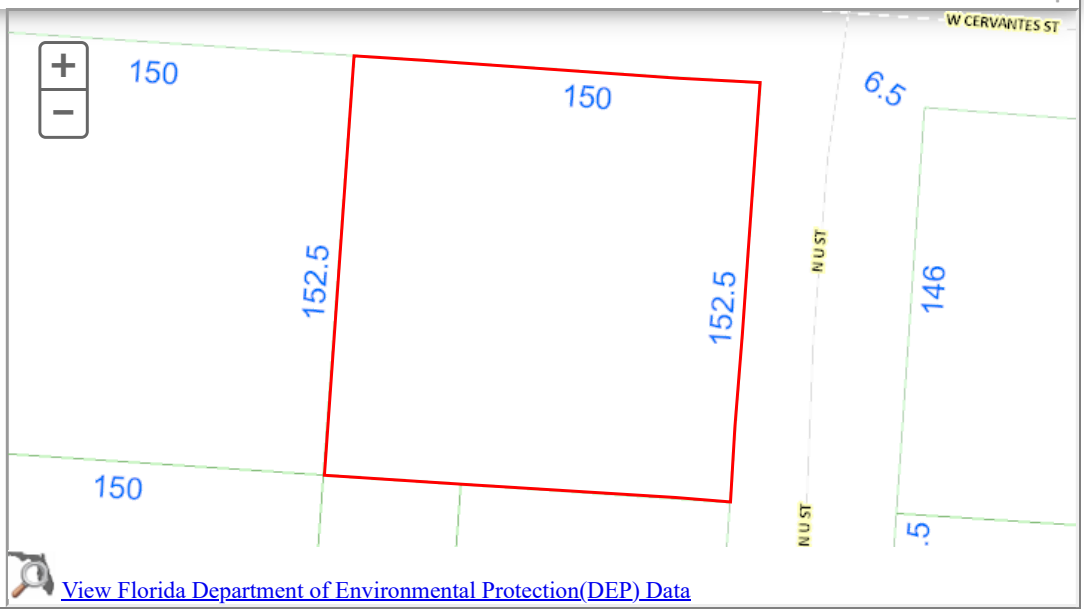
Parcel Information

Launch Interactive Map

Section Map Id:
CA139

Approx. Acreage:
0.5178

Zoned:
C-3



View Florida Department of Environmental Protection(DEP) Data

Buildings
Images

1/8/2015 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

File #: 26-659 Agenda Conference 6/15/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

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

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #5 More Walkable, Mixed Use Districts and #7 Thriving Innovation and Businesses

In 2024, the City was awarded $5,000,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funding through Florida Commerce from the Rebuild Florida Hometown Revitalization Program (HRP) for the Pace Cervantes Corridor Revitalization Project. The intent of this project is to revitalize the West Cervantes Street and North Pace Boulevard corridor sections by targeting acquisition of blighted and/or dilapidated commercial properties in the project area. The required Environmental Review of the overall project area has been completed and the authorization to utilize the grant funds (AUGF)was received on May 18, 2026. This allows the City to proceed with obtaining site-specific AUGFs to acquire parcels within the project area.

The real property located at 1801 West Cervantes and 1900 West Gadsden are each approximately 1.00 acre vacant commercial parcels with C-1 zoning. The parcels are virtually adjacent to each other. The properties were appraised in May 2026 for $410,000 and $405,000 using the federal, or "yellow book", appraisal standard. The owners have agreed to

accept the City's offer of the appraised value.

PRIOR ACTION:

March 23, 2023 - City Council approved Resolution No. 2023-030, supporting the grant application for the Pace Cervantes corridor project.

July 18, 2024 - City Council approved acceptance of the CDBG-DR/HRP grant award for the Pace Cervantes Corridor Revitalization Project (HS017) from Florida Commerce.

FUNDING:

Budget: $5,000,000 Pace Cervantes CDBG HRP Grant

Actual: $5,000,000 Pace Cervantes CDBG HRP Grant

FINANCIAL IMPACT:

The acquisition will be funded by the Pace Cervantes Corridor Revitalization Project grant funds.

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

6/2/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Parcel Info ESCPA - 1801 W CERVANTES ST
2. Parcel Info ESCPA - 1900 W GADSDEN ST

PRESENTATION: No

Restore Full Version

General Information

Parcel ID:	000S009060060116
Account:	151125000
Owners:	SHRI GUNAPATI INC
Mail:	5289 PARKSIDE DR PACE, FL 32571
Situs:	1801 W CERVANTES ST 32501
Use Code:	VACANT COMMERCIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$185,130	$0	$185,130	$185,130
2024	$185,130	$0	$185,130	$185,130
2023	$174,240	$0	$174,240	$174,240

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data

Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records
10/2003	5269	344	$100	WD	Y	
01/1996	3899	24	$625,000	WD	Y	
03/1988	2554	377	$100	WD	Y	
05/1987	2459	598	$423,000	WD	Y	

Official Records Inquiry courtesy of Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LTS 6 TO 17 BLK 116 WEST KING TRACT OR 3899 P 24 OR 5269 P 344 CA 116

Extra Features

None

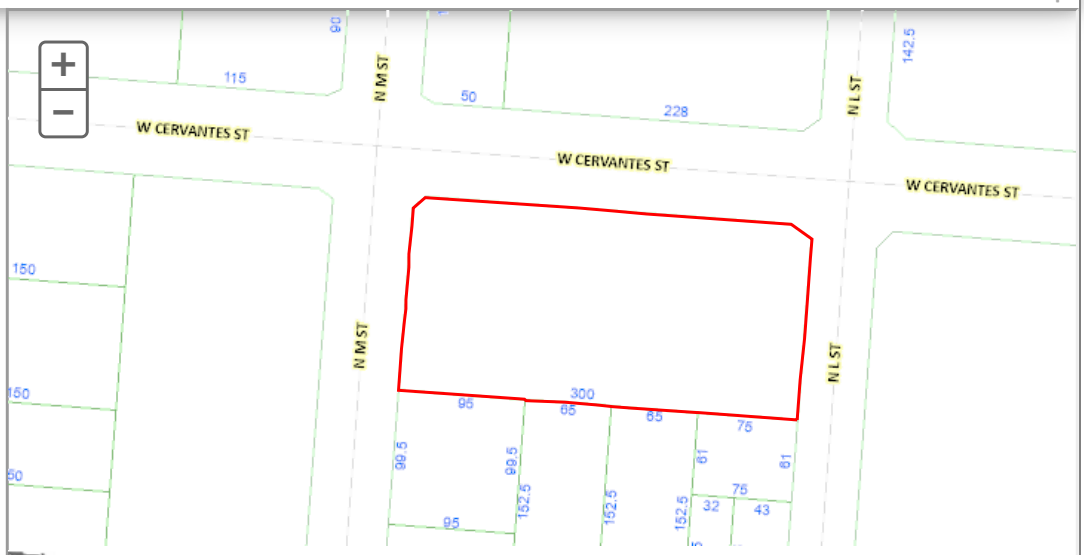
Parcel Information

Launch Interactive Map

Section Map Id:
CA116

Approx. Acreage:
1.0023

Zoned:
C-1



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Buildings
Images

9/6/2018 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Parcel ID:	000S009060012125
Account:	151212000
Owners:	SHRI GUNAPATI INC
Mail:	5289 PARKSIDE DR PACE, FL 32571
Situs:	1900 W GADSDEN ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2025	$190,685	$0	$190,685	$190,685
2024	$190,685	$0	$190,685	$190,685
2023	$179,468	$0	$179,468	$179,468

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data

Type List:

Sale Date	Book	Page	Value	Type	Multi Parcel	Records
10/2003	5269	344	$100	WD	Y	
01/1996	3899	24	$625,000	WD	Y	
03/1988	2554	377	$100	WD	Y	
05/1987	2459	598	$423,000	WD	Y	

Official Records Inquiry courtesy of Escambia County Clerk of the Circuit Court and Comptroller

2025 Certified Roll Exemptions

None

Legal Description

LTS 12 TO 23 BLK 125 OR 5269 P 344 WEST KING TRACT CA 116

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id:
CA116

Approx. Acreage:
1.0314

Zoned:
C-1

View Florida Department of Environmental Protection(DEP) Data

Buildings
Images

3/29/2018 12:00:00 AM

3/29/2018 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.