



City of Pensacola

City Council

Agenda - Final

Thursday, January 21, 2021, 5:30 PM

Council Chambers, 1st Floor

Members of the public may NOT attend the meeting in person, as City Hall is closed to the public until further notice. Members of the public may attend and participate via live stream and/or phone.

To watch the meeting live visit: cityofpensacola.com/

Members of the public may attend and participate via live stream and/or phone. To watch the meeting live visit: cityofpensacola.com/428/Live-Meeting-Video.

Citizens may submit an online form here <https://www.cityofpensacola.com/ccinput>
BEGINNING AT 3:00 P.M.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Jennifer Brahier

FIRST LEROY BOYD FORUM

AWARDS

APPROVAL OF MINUTES

1. [21-00117](#) APPROVAL OF MINUTES: REGULAR MEETING DATED DECEMBER 10, 2020

Attachments: [Draft Minutes: Regular Meeting Dated 12/10/20](#)

APPROVAL OF AGENDA

CONSENT AGENDA

2. [21-00033](#) PORT TARIFF REVISIONS
- Recommendation:** That City Council approve the proposed revisions to Port of Pensacola Tariff No. 5A. Further, that City Council authorize the Mayor to take all actions necessary to implement the changes.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Revised Port Tariff No. 5A - markup version](#)
3. [21-00047](#) SPRING STREET PIPE REHABILITATION
- Recommendation:** That City Council award a contract to Vortex Companies of Houston for stormwater system rehabilitation utilizing Houston Galveston Area Co-Operative (HGAC) Contract#TPO7-18 in the amount of \$231,284.25 plus a 10% contingency of \$23,128.43 for a total amount of \$254,412.68. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposal - Spring Street Culvert Rehabilitation](#)
[Brochure - Vortex HGAC Buy](#)
4. [21-00079](#) APPROVING THE EAST GARDEN DISTRICT STREETScape PROJECT SCHEDULE
- Recommendation:** That the City Council approve the attached project schedule for the East Garden District Streetscape project.
- Sponsors:** Delarian Wiggins
- Attachments:** [Project Scedule - East Garden District Streetscape Project](#)
[Master Redevelopment Agreement - East Garden District Streetscap](#)
5. [21-00088](#) TREE PLANTING AND MEMORIAL PLAQUE AT MALLORY HEIGHTS PARK # 3 IN MEMORY OF FRANK CUTRONE
- Recommendation:** That City Council approve the Scenic Highway Foundation's request to plant a tree and place a plaque in Mallory Heights Park #3 in memory of Frank Cutrone. Further that the tree and plaque will be purchased by the Foundation. This request was approved by the Parks & Recreation Board 6-0 with 3 absent.
- Sponsors:** Casey Jones
- Attachments:** [20-12-17 Unapproved P&R Brd mins](#)
[Park Amenity Dedication Proposal Form - Mallory Heights Park #3](#)

6. [21-00061](#) APPOINTMENTS - BOARD OF TRUSTEES - POLICE OFFICERS' RETIREMENT FUND
- Recommendation:** That City Council appoint two (2) individuals to the Board of Trustees - Police Officers' Retirement Fund for a term of two (2) years, expiring December 31, 2022.
- Sponsors:** Jared Moore
- Attachments:** [Member List](#)
[Application of Interest - Bryan Ball](#)
[Application of Interest - Stephanie Taylor](#)
[Ballot](#)

REGULAR AGENDA

7. [21-00059](#) APPOINTMENTS - ENVIRONMENTAL ADVISORY BOARD
- Recommendation:** That City Council appoint two (2) individuals who are employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues to fill two (2) unexpired terms ending March 1, 2022; and appoint one individual to fill an unexpired at large term ending March 1, 2022.
- Sponsors:** Jared Moore
- Attachments:** [Member List](#)
[Nomination Forms - Kristin Bennett](#)
[Application of Interest - Kristin Bennett](#)
[Nomination Forms - Kelly Hagen](#)
[Application of Interest - Kelly Hagen](#)
[Nomination Form - Cheryl Kelsch](#)
[Application of Interest - Cheryl Kelsch](#)
[Nomination Forms - P Jay Massey](#)
[Application of Interest - P Jay Massey](#)
[Resume - P Jay Massey](#)
[Ballots](#)

8. [21-00060](#) APPOINTMENT - ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION
- Recommendation:** That City Council appoint one individual to the Escambia-Pensacola Human Relations Commission to fill an unexpired term ending June 1, 2021.
- Sponsors:** Jared Moore
- Attachments:** [Member List](#)
[Nomination Form - Antonio Bruni](#)
[Application of Interest - Antonio Bruni](#)
[Nomination Forms - Jewel Cannada-Wynn](#)
[Application of Interest - Jewel Cannada-Wynn](#)
[Nomination Form - Ashley McDonald](#)
[Application of Interest - Ashley McDonald](#)
[Ballot](#)
9. [21-00089](#) GUN BUY BACK INITIATIVE AND PROGRAM
- Recommendation:** That City Council authorize the establishment of a Gun Buy Back initiative / program for the City of Pensacola. Further that the City Council direct the Council Executive to develop the program in conjunction with the Pensacola Police Department and that the Council Executive bring back a supplemental budget resolution at a subsequent meeting regarding the funding for this initiative.
- Sponsors:** Delarian Wiggins
- Attachments:** [Article](#)
10. [2021-01](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-01 LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT
- Recommendation:** That the City Council adopt Supplemental Budget Resolution No. 2021-01.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2021-01](#)
[Supplemental Budget Explanation 2021-01](#)
[Letter of Certification](#)

11. [2021-05](#) REVISED - SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-05 - "FOLDING PLANES SCULPTURE" DONATION FOR BARTRAM PARK
- Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2021-05.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2021-05](#)
[Supplemental Budget Explanation No. 2021-05](#)
[Folding Planes Sculpture Donation Letter](#)
[REVISED-Supplemental Budget Resolution No. 2021-05](#)
[REVISED-Supplemental Budget Explanation No. 2021-05](#)
12. [2021-06](#) RESOLUTION NO. 2021-06 SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING
- Recommendation:** That City Council adopt Resolution No. 2021-06:
- A RESOLUTION OF THE CITY OF PENSACOLA SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING TO DESIGN AND CONSTRUCT MULTI-MODAL FACILITIES ALONG SEVERAL CITY ROADS; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Delarian Wiggins
- Attachments:** [Proposed Resolution 2021-06](#)
13. [03-21](#) PROPOSED ORDINANCE NO. 03-21 - REMOTE VEHICLE SALES
- Recommendation:** That City Council approve Proposed Ordinance No. 03-21 on first reading:
- AN ORDINANCE CREATING ARTICLE V OF CHAPTER 7-9, SECTION 7-9-56 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING REMOTE MOTOR VEHICLE SALES; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:** Jared Moore
- Attachments:** [Proposed Ordinance No. 03-21](#)

14. [05-21](#) PROPOSED ORDINANCE NO. 05-21 - AMENDING SECTION 4-2-7 AND 4-2-42 OF CITY CODE PROVIDING EXCEPTIONS AND ADDITIONS FOR LIVESTOCK AND HOUSEHOLD PETS. KEEPING OF MINIATURE GOATS ADDED.
- Recommendation:* That City Council approve Proposed Ordinance No. 05-21 on first reading:
- AN ORDINANCE AMENDING SECTION 4-2-7 AND SECTION 4-2-42 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING EXCEPTIONS AND ADDITIONS FOR LIVESTOCK AND HOUSEHOLD PETS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Sherri Myers
- Attachments:* [Proposed Ordinance No. 05-21 - Goat Ordinance 1-8-2021 - stike-th](#)
[Proposed Ordinance No.. 05-21 - Goat Ordinance 1-8-2021 - clean](#)
15. [49-20](#) REVISED PROPOSED ORDINANCE NO. 49-20 AMENDING SECTION 9-5-72 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA FIREFIGHTERS' DEFERRED COMPENSATION PROHIBITING ADDITIONAL FUNDING
- Recommendation:* That City Council adopt the revised Proposed Ordinance No. 49-20 on second reading.
- AN ORDINANCE AMENDING SECTION 9-5-72 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING ADDITIONAL FUNDING OF THE FIREFIGHTERS DEFERRED COMPENSATION PLAN; PROVIDING FOR APPLICABILITY OF ORDINANCE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 49-20](#)
[Revised Proposed Ordinance No. 49-20](#)

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS

CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM**ADJOURNMENT**

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

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00117

City Council

1/21/2021

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED DECEMBER 10, 2020



City of Pensacola

CITY COUNCIL

Regular Meeting Minutes

December 10, 2020

5:30 P.M.

Council Chambers

Council President Moore called the meeting to order at 5:30 P.M.

ROLL CALL

Council Members Present: Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins

Council Members Absent: None

Also Present: Mayor Grover C. Robinson, IV

Members of the public may attend the meeting in person; however, there will be limited seating capacity. Consistent with CDC guidelines, attendees will be required to sit at least 6 feet apart and to wear face coverings that cover their nose and mouth.

Members of the public may also attend and participate via live stream and/or phone.

To watch the meeting live visit: [cityofpensacola.com/428/Live-Meeting-Video](https://www.cityofpensacola.com/428/Live-Meeting-Video).

To provide input:

- Leroy Boyd Forum, for items not on the agenda: citizens may submit an online form here <https://www.cityofpensacola.com/ccinput> **beginning at 3:00 P.M. until 5:30 P.M. only** to indicate they wish to speak during LeRoy Boyd Forum **and include a phone number. Staff will call the person** at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone.

- Agenda Items, for specific items on the agenda: citizens may submit an online form here <https://www.cityofpensacola.com/ccinput> **beginning at 3:00 P.M. until that agenda item has been voted upon** to indicate they wish to speak to a specific item on the agenda **and include a phone number. Staff will call the person** at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone. **Any form received after an agenda item has been voted upon will not be considered.**

INVOCATION

Reverend Gary Dickman, Pastor, Scenic Bay Baptist Church

PLEDGE OF ALLEGIANCE

Girl Scout Troop 540

FIRST LEROY BOYD FORUM

Florida House Representative Alex Andrade: Addressed Council and particularly welcomed the newest members who were sworn-in on November 24th. He made comments encouraging all Council Members to reach out to him regarding any issues he may be able to assist with and that he hopes to be a resource for City Council.

Mayor Robinson made follow-up remarks.

Persephone Zephyr: Encouraged Council to reach out on behalf of the community to the Department of Economic Opportunity (DEO) related to COVID-19 assistance. She expressed her dismay that she is unable to reach anyone within the DEO to discuss such issues.

The following individuals also made remarks welcoming and encouraging the newly sworn-in Council Members:

Taran Black

Christian Wagley

Mayor Robinson made follow-up remarks.

AWARDS

Mayor Robinson presented a proclamation recognizing the efforts of Eagle Scout Michael Carter of Troop 495 for his project creating a multi-purpose trail along a portion of Scenic Highway.

APPROVAL OF MINUTES

1. [20-00815 APPROVAL OF MINUTES: REGULAR MEETING DATED NOVEMBER 12, 2020; AND SPECIAL MEETINGS DATED NOVEMBER 24, 2020](#)

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

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0 None

APPROVAL OF AGENDA

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

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0 None

CONSENT AGENDA

2. [20-00778 2021 CITY COUNCIL MEETING SCHEDULE](#)

Recommendation: That City Council adopt the 2021 City Council Meeting Schedule.

CONSENT AGENDA (CONT'D.)3. [20-00792](#) ASSIGNMENT OF COUNCIL MEMBERS TO EXTERNAL BOARDS, COMMISSIONS & AUTHORITIES FOR COUNCIL TERM 2020-2022

Recommendation: That the following external assignments be filled for a two-year period, until new City Council Members take office in November of 2022:

Pensacola & Perdido Bays Estuary Program (1 & 1 Alt)	Hill / Myers (Alt)
Community Action Program (1)	Myers
Community Drug & Alcohol Commission (1)	Wiggins
Community Enterprise Investments, Inc. (1)	Broughton
Tourist Development Council (2)	Jones / Moore
Transportation Planning Organization (5)	Hill/Wiggins/Moore/ Broughton / Brahier
Juvenile Justice Council (1)	Wiggins
Keep Pensacola Beautiful (1)	Brahier
Pensacola Escambia Development Commission (2)	Myers / Moore
Emerald Coast Regional Council (1)	Brahier
Ex Officio Officer Human Relations Commission (1) (Term might expire June 2021)	Myers
Eastside Redevelopment Board	Jones
Westside Redevelopment Board	Wiggins
Urban Core Redevelopment Board	Broughton
Affordable Housing Advisory Committee	Hill

CONSENT AGENDA (CONT'D.)

4. [20-00531](#) INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA, FLORIDA AND WEST FLORIDA HISTORIC PRESERVATION, INC. FOR PARKING MANAGEMENT OF THE WFHPI-UWF TARRAGONA PARKING LOT

Recommendation: That City Council approve an Interlocal Agreement between the City of Pensacola, Florida and West Florida Historic Preservation, Inc. (WFHPI) for the parking management of the WFHPI-UWF Tarragona Parking Lot facilities under City parking management to be retroactive back to November 1, 2020. Further, that City Council authorize the Mayor to take all actions necessary to execute the Interlocal Agreement

5. [20-00560](#) CHANGE ORDER BID #19-019 - 12TH AVENUE AND CROSS STREET HMGP STORMWATER IMPROVEMENT PROJECT

Recommendation: That City Council approve Change Order #2 increasing the contract by an additional \$47,095.58 for the 12th Avenue and Cross Street HMGP Stormwater Improvement Project.

A motion to approve consent agenda Items 2, 3, 4, and 5 was made by Council Member Hill and seconded by Council Member Wiggins.

The motion carried by the following vote:

Yes: 7	Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0	None

REGULAR AGENDA

6. [20-00771](#) PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 707 COLLECTIVE BARGAINING AGREEMENT

Recommendation: That City Council ratify the proposed Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707 Collective Bargaining Agreement. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement. Finally, that the City Council adopt a supplemental budget resolution appropriating the costs associated with the first year of the agreement.

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

Mayor Robinson indicated Assistant Fire Chief Jester is available to answer questions. Council President Moore referenced the discussion during Monday's agenda conference and that City Administrator Wilkins responded to questions via email. Council Member Myers thanked City Administrator Wilkins for the responses he provided.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0 None

7. [2020-62](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-62 - PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 707 COLLECTIVE BARGAINING AGREEMENT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2020-62.

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

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

REGULAR AGENDA (CONT'D.)

The motion (to adopt Res. No. 2020-62) carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0 None

8. [49-20 PROPOSED ORDINANCE NO. 49-20 AMENDING SECTION 9-6-26 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA FIREFIGHTERS' DEFERRED COMPENSATION PROHIBITING FUTURE CONTRIBUTIONS](#)

Recommendation: That City Council approve Proposed Ordinance No. 49-20 on first reading.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING FUTURE CONTRIBUTIONS ARTICLE III SECTIONS 9-6-20 THROUGH 9-6-26, A FIREFIGHTERS DEFERRED COMPENSATION PLAN; PROVIDING FOR APPLICABILITY OF ORDINANCE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

A motion to approve on first reading was made by Council Member Hill and seconded by Council Member Jones.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0 None

9. [20-00806 EXTENSION OF MAYORAL DECLARATION OF STATE OF EMERGENCY](#)

Recommendation: That City Council approve the Mayor's request for an extension of the Declaration of Emergency until the Council meeting scheduled for February 25, 2021.

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

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0 None

REGULAR AGENDA (CONT'D.)

10. [20-00788](#) EXTENSION OF ORDINANCE NO. 15-20 REQUIRING THE MANDATORY WEARING OF FACE COVERINGS IN BUSINESSES WITHIN THE CITY LIMITS.

Recommendation: That City Council extend Ordinance No. 15-20 requiring the mandatory wearing of face coverings in businesses within the City Limits until February 25, 2021.

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

Council Member Myers commented she has received a significant amount of support from businesses and the public. Mayor Robinson made brief follow-up remarks regarding the intent of the ordinance.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0 None

11. [2020-58](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-58 - CONTRACTS PAYABLE

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2020-58.

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

A motion to adopt was made by Council Member Jones and seconded by Council Member Hill.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0 None

REGULAR AGENDA (CONT'D.)12. [2020-59 SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-59 - FY 2021 NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION](#)

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2020-59.

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

A motion to adopt was made by Council Member Hill and seconded by Council Member Jones.

A motion to amend was made by Council Member Myers and seconded by Council Member Brahier that the \$506,700 in the General Fund's Unassigned Fund Balance, 001.284001, be frozen and neither appropriated nor encumbered without a resolution of the City Council or the end of the fiscal year.

Discussion ensued regarding the amendment. Mayor Robinson and Finance Director Lovoy fielded comments and questions.

Upon conclusion of discussion, the vote on the **amendment** was called.

The motion to amend carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0 None

There being no further discussion, the vote on the **main motion as amended** was called.

The main motion as amended carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0 None

REGULAR AGENDA (CONT'D.)

13. [20-00814](#) APPROVAL OF AMTRAK BUILDING & PARKING LOT LEASE TO MONUMENT TO WOMEN VETERANS INC.

Recommendation: That City Council approve the final draft Lease Agreement for the Amtrak building and parking lot between the City of Pensacola and the Monument to Women Veterans Inc. Further, that City Council authorize the Mayor to take all necessary actions to execute and administer the Lease Agreement.

A motion to approve was made by Council Member Hill and seconded by Council Member Myers.

Mayor Robinson briefly explained the highlights of the lease agreement. Lease Property Manager Stallworth was introduced and provided a few comments regarding the lease before Council.

There being no further discussion, the vote was called.

The motion carried by the following vote:

Yes: 7	Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0	None

14. [20-00781](#) APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD CHAIR

Recommendation: That City Council appoint one member of the Community Redevelopment Agency Board as Chair of the Board for a period of one year, expiring December 2021.

Each of the following Council Members was nominated to be considered for appointment as CRA Chairperson:

Council Member Myers

Council Member Wiggins

Each nominee was provided an opportunity to address Council.

Council President Moore called for a ballot vote.

Balloting and tallying take place.

Council Vice President Moore announced City Council appointed Council Member Delarian Wiggins of the Community Redevelopment Agency Board as Chair of the Board for a period of one year, expiring December 2021.

REGULAR AGENDA (CONT'D.)**15. [20-00782](#) APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD VICE CHAIR**

Recommendation: That City Council appoint one member of the Community Redevelopment Agency (CRA) Board as Vice Chair of the Board for a period of one year, expiring December 2021.

Since Council Member Wiggins was appointed CRA Chair his name was withdrawn from the ballot.

The only nominee remaining on the ballot being Council Member Broughton.

A motion to appoint by acclamation was made by Council President Moore and seconded by Council Vice President Hill that City Council appoint Council Member Teniade Broughton of the Community Redevelopment Agency Board as Vice Chair of the Board for a period of one year, expiring December 2021.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0 None

16. [45-20](#) PROPOSED ORDINANCE NO. 45-20 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT - 4406 N. DAVIS HIGHWAY

Recommendation: That City Council adopt Proposed Ordinance No. 45-20 on second reading:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE. (Split Designation Commercial and Low-Density Residential to Entirely Commercial. [\[Ordinance No. 34-20\]](#))

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

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0 None

REGULAR AGENDA (CONT'D.)

17. [46-20 PROPOSED ORDINANCE NO. 46-20 - REQUEST FOR ZONING MAP AMENDMENT - 4406 N. DAVIS HIGHWAY](#)

Recommendation: That City Council adopt Proposed Ordinance No. 46-20 on second reading:

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE. **(Split Zoned C-1 Retail Commercial and R-1AAA Single Family Residential to entirely C-1 Retail Commercial. [Ordinance No. 35-20])**

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

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0 None

18. [48-20 PROPOSED ORDINANCE NO. 48-20 - CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, RELATED TO RESTRICTING DEVELOPMENT AT HITZMAN-OPTIMIST PARK](#)

Recommendation: That City Council adopt Proposed Ordinance No. 48-20 on second reading:

AN ORDINANCE CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; RESTRICTING DEVELOPMENT AT HITZMAN-OPTIMIST PARK; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. **(Ordinance No. 36-20)**

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

Council Member Myers referenced hardcopies at Council's places of a redrafted version of P.O. No. 48-20 based on revisions she provided at the agenda conference on 12/7/20. City Attorney Woolf provided an overview of the revised proposed ordinance as highlighted in the draft (on file with background materials).

REGULAR AGENDA (CONT'D.)

Council Member Brahier made comments indicating she worked with City Attorney Woolf and other City staff to draft the revised language (for Proposed Ordinance 48-20 on second reading) and elaborated regarding the intent based on Council Member Myers' proposed revisions.

Discussion continued regarding the revised language presented related to auditing and surveying of trees with Mayor Robinson, City Attorney Woolf, and City Administrator Wilkins fielding comments and questions.

Council Member Brahier made a motion and seconded by Council Vice President Hill to substitute the current (revised on first reading) version of P.O. No. 48-20 by replacing it with the amended copy (VERSION 2) that was provided.

There being no further discussion, the vote on the **substitute motion** was called.

The substitute motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0 None

Council President Moore called for a vote on the **main motion as substituted**.

The main motion as substituted carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins
No: 0 None

COUNCIL EXECUTIVE'S REPORT

Council Executive Kraher advised a date has been tentatively scheduled for workshop for Council to discuss budgeting for Fiscal Year 2022.

MAYOR'S COMMUNICATION

Mayor Robinson wished everyone Merry Christmas, Happy Holiday Season, and Happy New Year, and encouraged fire safety by "Keeping the Wreath Green".

COUNCIL COMMUNICATIONS

Council Member Brahier indicated she is aware the contractor working on improvements to Hitzman-Optimist Park accidentally removed a full-sized pine tree. She inquired as to whether the contractor is going to be held responsible for providing a replacement or paying for the cost of replacement. City Administrator Wilkins indicated such action seems appropriate and he will investigate the incident and report back.

CIVIC ANNOUNCEMENTS

Council Member Myers announced two (2) upcoming virtual town hall meetings she will be holding on December 15th and 17th. She also reminded that December 15th is *Bill of Rights Day*.

SECOND LEROY BOYD FORUM

None.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 6:50 P.M.

Adopted: _____

Approved: _____
Jared Moore, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00033

City Council

1/21/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT TARIFF REVISIONS

RECOMMENDATION:

That City Council approve the proposed revisions to Port of Pensacola Tariff No. 5A. Further, that City Council authorize the Mayor to take all actions necessary to implement the changes.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As a public seaport, the Port of Pensacola is required under Federal Maritime Commission rules and regulations to maintain a publicly available tariff that sets forth the rules, regulations, policies, procedures, rates, charges, and fees applicable to conduct business at the Port.

Additionally, the Port of Pensacola is a member of the Gulf Seaport Marine Terminals Conference (GSMTC). This rate-setting conference is registered with the Federal Maritime Commission and enjoys anti-trust immunity under the United States laws.

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

The specific tariff revisions being proposed:

- Increase vessel dockage fee rates to current GSMTC rates

PRIOR ACTION:

January 16, 2020 - City Council approved an administrative revision regarding the Gulf Seaports Marine Terminal Conference as well as increases in rates for the following: wharfage, dockage, security surcharge, and other miscellaneous charges. Further, City Council authorized the Mayor to amend Port of Pensacola Terminal Tariff No. 5A to reflect the changes

FUNDING:

N/A

FINANCIAL IMPACT:

The proposed tariff revisions increasing rates will result in increased revenue to the Port.

CITY ATTORNEY REVIEW: Yes

12/28/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise

Amy Miller, Port Director

ATTACHMENTS:

- 1) Proposed Revised Port Tariff No. 5A - markup version

PRESENTATION: No

Terminal Tariff 5-A

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

PORT OF PENSACOLA

(An Enterprise Department of the City of Pensacola)

Originally Issued: September 15, 2005

Revisions Effective: **February 1, 2021**

PORT OF PENSACOLA
TARIFF NO. 5-A
P.O. Box 889
Pensacola, FL 32594-0889

Issued by:

Amy S. Miller
Port Director
Telephone: 850-436-5070
Fax: 850-436-5076
Email: amiller@portofpensacola.com

Other Staff Contacts:

M. Clark Merritt
~~Business Development Manager~~ Deputy Port Director
Telephone: 850-436-5070
Fax: 850-436-5076
Email: cmerritt@portofpensacola.com

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

Revisions Effective: **February 1, 2021**

PORT TERMINAL TARIFF 5-A

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Port Terminal Tariff 5-A

SECTION ONE – DEFINITIONS

ITEM #:	DEFINITION
100	<p>GULF SEAPORTS MARINE TERMINAL CONFERENCE (Effective: April 25, 2016)</p> <p>GULF SEAPORTS MARINE TERMINAL CONFERENCE FEDERAL MARITIME COMMISSION AGREEMENT NO. 224-200163 APPROVED DECEMBER 2, 1988 PARTICIPATING MEMBERS:</p> <ol style="list-style-type: none"> 1. Board of Commissioners of the Port of New Orleans 2. Board of Commissioners of Lake Charles Harbor and Terminal District 3. Greater Baton Rouge Port Commission 4. Orange County Navigation and Port District, Orange, Texas 5. Mississippi State Port Authority at Gulfport 6. Board of Commissioners of the Port of Beaumont, Navigation District of Jefferson County, Texas 7. Port Commission of the Port of Houston Authority of Harris County, Texas 8. Board of Trustees of the Galveston Wharves 9. Alabama State Docks - Port of Mobile 10. South Louisiana Port Commission, LaPlace, Louisiana 11. Brownsville Navigation District of Cameron County, Texas 12. Port of Port Arthur Navigation District of Jefferson County, Texas 13. Tampa Port Authority 14. Port of Corpus Christi Authority 15. Panama City Port Authority 16. Port of Pensacola 17. Brazos River Harbor Navigation District, Freeport, Texas 18. Port of Pascagoula, Pascagoula, Mississippi 19. Manatee Port Authority 20. St. Bernard Port, Harbor and Terminal District <p>Notice: The Gulf Seaports Marine Terminal Conference Agreement permits the participating members to discuss and agree upon port terminal rates, charges, rules, and regulations. Any such rates, charges, rules, and regulations, adopted pursuant to said agreement, shall be published in the respective tariffs of said members and so identified by proper Symbol and explanation.</p> <p>SHIPPER'S REQUESTS AND COMPLAINTS: Shippers, or other users of the facilities and services of the members of said conference, desiring to present requests or complaints with respect to any such rates, charges, rules and regulations, adopted pursuant to said Conference agreement, should submit the same, in writing, to the chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or</p>

	<p>complaint, the Conference Chairman will so advise by mail. The said chairman will notify such shipper or complainant of the docketing of the matter and the date and time of the proposed meeting, and if said shipper or complainant desires to be heard, he shall make request therefore upon the Conference Chairman in advance of the meeting.</p> <p style="text-align: center;">Bill Inge, Conference Chairman c/o Alabama State Port Authority P.O. Box 1588 Mobile, AL 36633</p>
102	AGENT OR VESSEL AGENT (Effective: September 15, 2005)
	The party or entity which submits the application for berth.
104	APRON, APRON WHARF, WHARF APRON (Effective: September 15, 2005)
	That part of the wharf structure lying between the outer edge of the guard rail and the transit shed; or, as to open wharves, that part of the wharf structure carried on piles beyond the fill.
106	ARRIVAL DATE; DATE OF ARRIVAL; ARRIVAL (Effective: September 15, 2005)
	The date and time at which a vessel arrives at the Port of Pensacola and is moored at her berth.
108	BERTH (Effective: September 15, 2005)
	The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked.
110	BONDED STORAGE (Effective: September 15, 2005)
	Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by United States Customs.
112	CHECKING (Effective: September 15, 2005)
	The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.
114	CONTAINER (Effective: September 15, 2005)
	A standard (I.S.O.) seagoing container 20 feet in length or over.
116	DAY (Effective: September 15, 2005)
	A consecutive 24-hour period or fraction thereof.
118	DOCKAGE (Effective: September 15, 2005)
	The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.
120	END OF SHIP'S TACKLE (Effective: September 15, 2005)

	Wherever in this tariff the term end of ship's tackle is used, it means that immediate moment in time that a container or cargo is on hook or gear of ship or stevedore simultaneous with fastening of the container or cargo to or release of the container or cargo from the hook or gear.
121	ESCORT (Effective: May 1, 2014) An individual who has been issued a TWIC, who engages in escorting, as defined, and who assumes the responsibility for accompanying authorized non-TWIC holder(s) into a Secure Restricted Area.
122	ESCORTING (Effective: May 1, 2014)
	Ensuring that the escorted individual is continuously accompanied while within a Secure Restricted area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those of which escorted access was granted.
123	FREE TIME (Effective: September 15, 2005)
	The specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the unloading or subsequent to the discharge of such cargo on or off the vessel.
124	FREIGHT HANDLER (Effective: September 15, 2005)
	As used in this tariff, the term freight handler refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physical loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges.
126	GRT/LOA (Effective: September 15, 2005)
	Whenever used in this tariff with respect to a vessel the term "GRT" means the tonnage figure, or if more than one, the highest tonnage figure, appearing in Lloyd's Register of Shipping as the official gross registered tonnage of the vessel; "LOA" designation refers to the length overall of a vessel as reflected in Lloyd's Register of Shipping.
128	HANDLING (Effective: September 15, 2005)
	The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.
130	HARBOR FEE (Effective: September 15, 2005)
	The charge assessed against a vessel for use of the harbor and waterways of the port.
132	HEAVY LIFT (Effective: September 15, 2005)
	The service of providing heavy lift cranes or equipment for lifting cargo.
134	HEAVY LIFT CARGO (Effective: September 15, 2005)
	A single unit of cargo exceeding a weight of 75,000 pounds.
136	LINER SERVICE

	(Effective: September 15, 2005)
	Vessels making regularly-scheduled calls for the receipt and delivery of cargo or passengers at this port.
138	LOADING OR UNLOADING (Effective: September 15, 2005)
	The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of conveyance to or from the terminal facility. All loading and unloading rates contained in this tariff are exclusive of any securing, blocking and/or bracing required to be performed by the cargo handling permittee.
140	MARGINAL TRACKS (Effective: September 15, 2005)
	Railroad tracks on the wharf apron within reach of ship's tackle.
142	POINT OF REST (Effective: September 15, 2005)
	The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shipper for loading of vessel.
144	PORT DIRECTOR (Effective: September 15, 2005)
	As used in this tariff, the term port director includes the port director's duly-authorized representative.
146	PORT OF PENSACOLA (Effective: September 15, 2005)
	As used in this tariff, the term Port of Pensacola includes, when applicable, the City of Pensacola as the port's parent agency and/or the Pensacola City Council as the port's governing body.
148	SAILING DATE; DATE OF SAILING; DEPARTURE DATE (Effective: September 15, 2005)
	The date and time at which a vessel releases her final mooring line and is underway.
149	SECURE RESTRICTED AREA (Effective May 1, 2014)
	The area over which an owner/operator has implemented security measures for limited access and a higher degree of security protection.
150	SHIPSIDE (Effective: September 15, 2005)
	The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.
151	STEVEDORE (Effective: September 15, 2005)
	As used in this tariff, "stevedore" includes persons, firms, corporations, or other business entities and their subsidiaries engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary experience to load and unload said commercial cargo vessels and/or barges.

152	<p>STORAGE (Effective: September 15, 2005)</p>
	<p>A charge assessed for providing storage in or upon designated areas of the wharves, transit sheds and terminal facilities owned or operated by the Port of Pensacola after expiration of free time.</p>
154	<p>STORAGE PERIOD (Effective: September 15, 2005)</p>
	<p>A period of storage based on each 30 days or fraction thereof unless otherwise specified.</p>
156	<p>SWITCHING (Effective: September 15, 2005)</p>
	<p>A charge made for the movement of cars within the switching limits of the terminal, made usually on a flat per car basis.</p>
158	<p>TERMINAL STORAGE (Effective: September 15, 2005)</p>
	<p>The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after storage arrangements have been made.</p>
159	<p>TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC) (Effective: September 15, 2005)</p>
	<p>A government issued, biometric, photo identification card issued to qualified individuals only after a criminal background check has been completed. This card is required for any individual to gain unescorted authorized access to the secure areas of a vessel or facility regulated by 33 CFR 101-105.</p>
160	<p>TON (Effective: September 15, 2005)</p>
	<p>Unless otherwise specified in individual tariff items, the term ton as used in this tariff is equal to a short ton of 2,000 pounds or a measurement ton of 40 cubic feet, whichever results in the greatest revenue to the port.</p>
162	<p>UNITIZED CARGO (Effective: September 15, 2005)</p>
	<p>Shipments of commodities – whether pre-palletized, skidded, crated, boxed or packaged – to permit free access of forklift tines.</p>
164	<p>USER (Effective: September 15, 2005)</p>
	<p>A user of the terminal facilities owned, leased, and/or controlled by the Port of Pensacola shall include any vessel, consignor, consignee, beneficial owner of cargo, stevedore firm, or other person: (1) who uses any Port of Pensacola properties, facilities or equipment; or (2) to whom or from whom any service, work or labor is furnished, performed, done or made available by the Port of Pensacola at the port; or (3) who owns or has custody of cargo moving over the port.</p>
166	<p>VESSEL (Effective: September 15, 2005)</p>
	<p>Every description of water craft or other artificial contrivance whether self-propelled or not self-propelled, used or capable of being used as a means of transportation on water and shall include in its meaning the owner thereof.</p>

168	<p>VOLUME RATES (Effective: September 15, 2005)</p>
	<p>Volume rates will be based on equal rates for equal volumes for all exporters or importers. Volume rates will be quoted upon request.</p>
170	<p>WHARF OR WHARVES (Effective: September 15, 2005)</p>
	<p>Any wharf, pier, quay, landing or other stationary structure to which a vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas alongside of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution or handling of cargo.</p>
172	<p>WHARF DEMURRAGE (Effective: September 15, 2005)</p>
	<p>A charge assessed against cargo remaining in or on terminal facilities after the expiration of free-time unless arrangements have been made for storage.</p>
174	<p>WHARFAGE (Effective: September 15, 2005)</p>
	<p>A charge assessed against any cargo passing or conveyed over, onto or under wharves or between vessels (to or from barge, lighter or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is due even if cargo is not handled to or from a vessel, and whether or not the wharf is used. Wharfage does not include charges for any other services.</p>

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

192	METRIC CONVERSION TABLES (Effective: September 15, 2005)		
	TO FIND	GIVEN	MULTIPLY
	Short Tons	Metric Tons	Metric Tons by 1.102
	Metric Tons	Long Tons	Long Tons by 1.016
	Long Tons	Metric Tons	Metric Tons by 0.984
	Kilos	Pounds	Pounds by 0.4536
	Pounds	Kilos	Kilos by 2.2046
	Cubic Meters	Measurement Tons	Tons by 1.133
	Measurement Tons	Cubic Meters	Cubic Meters by 0.883
	MFB's	Cubic Meters	Cubic Meters by 0.424
194	METRIC EQUIVALENTS (Effective: May 1, 2014)		
	Measure	Metric Equivalent	
	1 Pound	0.4536 Kilograms	
	1 CWT (US - 100 Pounds)	45.359 Kilograms or 0.04536 Metric Tons	
	1 CWT (British - 112 Pounds)	50.802 Kilograms or 0.0508 Metric Tons	
	1 Ton of 2000 Pounds	907.2 Kilograms	
	2 Metric Ton	1,000 Kilograms	
	1 Inch	2.54 Centimeters	
	1 Foot	0.3048 Meters	
	1 Yard	0.9144 Meters	
	1 Cubic Foot	0.0283168 Cubic Meters	
	40 Cubic Feet	113.27 Cubic Meters	
	1 Bushel Grain	27.216 Kilos	
	1 Barrel (US - 42 Gallons)	158.987 Liters	
	Measure	English Equivalent	
	1 Kilogram	2.2046 Pounds	
	1000 Kilograms	2204.6 Pounds or 1.1023 Short Tons	
	1 Centimeter	0.3937 Inches	
	1 Meter	39.37 Inches	
	1 Cubic Meter	35.314 Cubic Feet	
	1,000 Feet, Board Measure	83.333 Cubic Feet	
	1 Cubic Meter	423.792 Feet, Board Measure	

Terminal Tariff 5-A

SECTION TWO – GENERAL INFORMATION, RULES AND REGULATIONS

200a	<p>ACCESS - TO HARBOR (Effective: September 15, 2005)</p>
	<p>Notwithstanding any other provision of this Tariff, the Port Director may refuse entry of any vessel to the Port of Pensacola when, in his discretion, such refusal shall be in the best interest of the Port of Pensacola.</p>
200b	<p>ACCESS - TO PORT PROPERTY (Effective: July 1, 2019)</p> <p>The Port of Pensacola is designated as a “Secure Restricted Area,” which includes all land, facilities, buildings and offices; open and covered cargo-storage areas; cargo sheds; all docks, including their entry and exit ways; all equipment, machinery, railroad right-of-ways, and roadways which are owned, controlled or operated by the Port. In effect, the “Restricted Area” is all property south of the main entrance to the port located on Barracks Street.</p> <p>Access Control Policies for the Port of Pensacola are developed in accordance with federal guidelines, and any amendments to these laws. The Port of Pensacola Seaport Security Plan establishes all guidelines for access to the “Secure Restricted Area.” This plan is maintained by the Seaport Security Administrator.</p> <p>All STEVEDORES, FREIGHT HANDLERS, INDUSTRIAL VENDORS, PEDDLERS, CASUAL VENDORS, DAY LABORERS, and SHIPS' CREW MEMBERS AND OTHER SEAGOING PERSONNEL are subject to access control procedures identified in the Seaport Security Plan.</p> <p>"Industrial vendors" includes vessel agent; line-handling contractors, ship chandlers; fuel and bunkering merchants servicing vessels; radio- and related electronic-repair firms servicing vessels; ship-repair firms; certified for-hire motor carriers of property and passengers, including licensed taxicabs; non-profit maritime support organizations; and, construction contractors.</p> <p>It shall be unlawful for any person or firm to conduct or carry on any business activity on Port of Pensacola property without first obtaining the necessary licenses from the City of Pensacola.</p> <p><u>TWIC & TWIC ESCORT POLICY:</u></p> <p>In accordance with U.S. Coast Guard regulation CFR § 101.514 TWIC Requirement and CFR § 101.515 TWIC/Personal Identification, all persons requiring unescorted access to secure restricted areas of facilities regulated by the USCG must possess a Transportation Worker Identification Credential (TWIC) before such access is granted. Persons requesting access to Port of Pensacola facilities who do not have a TWIC must make advance arrangements for escorting by a person holding a valid TWIC who has been approved for access to Port facilities and who has been granted escorting privileges. Such escorting must be side-by-side or line of sight for the duration of the visit. Details of the current Port escort policy may be obtained from the Port Administration Office. It is the port user’s responsibility to make sure they are following these regulations.</p> <p>Escorts by Port of Pensacola personnel may be provided when suitable personnel are available, and at the sole discretion of the Port, at a rate of \$50.00 per hour (or part) with a minimum charge of \$50.00 per</p>

individual escort. The Port of Pensacola makes no representation that escorts will be available or will be able to remain with persons requesting the service for the duration of their visit.

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

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

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

OPERATION OF MOTOR VEHICLES ON PORT PROPERTY:

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

If, in the judgment of the Port, the use, driving, operation or parking of a vehicle does, will or could interfere with the efficient or safe operations of Port property, designated Port representatives, including Port security personnel, may order such vehicle or vehicles out of the area of interference or off Port property. The Port may order the removal of vehicles not in compliance with this provision with all towing and storage at owner's' expense.

~~Certain areas have been or may be designated for parking and are or will be so marked. Automobiles or other vehicles must park in these areas.~~

~~No owner or driver of any automobile, truck, trailer or other vehicle shall allow same to remain parked on any wharf, apron or dock, parking lot or in any approach to same, for a period longer than reasonably necessary to load or unload cargo or passengers.~~

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

~~Parking areas within the Secured Area are designated with signs. Vehicles entering the Secured area should be directed by security officers to park in one of the Secured parking areas. Vehicles may ONLY access docks if it is necessary to park in these areas. The primary Port parking area is situated outside of the fenced Port Secured Area, north of the administration building. Parking for vehicles authorized in the Port's Secured Area is for personnel with an essential need. Parking within the seaport is restricted. Parking for employees, dock workers, and visitors is restricted to designated areas, off dock and outside of fenced operational, cargo handling, and designated storage areas (unless they have an essential need to park in a non-designated area). Parking for vehicles authorized on port grounds is restricted largely to port authority, carrier, tenants, maintenance, commercial and government vehicles which are essential~~

within the seaport or marine terminal. Parking for these vehicles is restricted to clearly mark designated parking areas within the perimeter of the port.

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

SEARCHES:

All vehicles entering the Port are subject to search.

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

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

PROHIBITED ITEMS:

Except as otherwise provided herein, all persons entering upon Port property may not be in possession of the following items, for whatever reason, while on Port property: firearms of any type (subject to the provisions of Florida Statutes 740.06 and 790.251), or any other items considered to be dangerous weapons; alcoholic beverages; illegal drugs, narcotics or illegal controlled substances. Persons found to be in possession of any of these restricted items may be subject to arrest and/or the prohibited items confiscated by proper authority.

EXCEPTIONS:

- FIREARMS: (Class G Licensed) Port security personnel, civil law enforcement personnel and federal government personnel required to carry firearms in the official performance of their duties may do so while on Port property.
- ALCOHOLIC BEVERAGES: With regard to the respective definitions provided by Florida Statutes, Chapter(s) 561.01 and 561.02. Vessel crewmembers are authorized to bring alcoholic beverages aboard the respective vessel, provided that the Master/Captain of the respective vessel, or their designated authorized representative has communicated authorization to the Port Director, or designee. Additionally, the Port Director may approve alcoholic beverages to be on premise for certain special events or for tenant’s private use. In the case of special events, Special Event Insurance with Liquor Liability Coverage may be required, if applicable. At no time may alcoholic beverages be sold on Port without Port Director approval.

200c

**ACCESS - TO RECORDS
(Effective: September 15, 2005)**

All users of the Port of Pensacola facilities and waterways shall be required to permit access to their files, manifests of cargo, transportation documents, charter parties, contracts of affreightment, and all other documents for the purpose of audit, determining fulfillment of vessel obligations and compliance with Port Tariff requirements, and for ascertaining the correctness of reports filed, documents furnished, and assessment of published charges. Any such information so acquired shall not be disclosed to any unauthorized person other than a member of the Port of Pensacola or its staff in carrying out official duties.

201

ADMINISTRATION

	(Effective: September 15, 2005)
	The administration, operation, maintenance and development of the Port of Pensacola are under the direction and control of the Port Director, but certain operating responsibilities have been delegated to stevedore firms.
202	ANCHORAGE (Effective: September 15, 2005)
	Pensacola Bay offers a safe natural harbor with good holding ground.
203	ANCHORAGE, TURNING BASIN AND CHANNEL (Effective: September 15, 2005)
	No person, firm or corporation, whether as principal, servant, agent, employee or otherwise, shall anchor any vessel in the Port of Pensacola, except in cases of emergency.
205	BERTH ASSIGNMENTS (Effective: May 1, 2014)
	<p>No vessel (vessels in duress or distress accepted) shall enter the Port of Pensacola without having first made assignment and without such assignment having been granted. Applications for berth assignment must specify arrival and departure times and dates and the nature and quantity of freight, if any, to be loaded or discharged. The Berth Application Request should be made in as far advance as practical, but not less than 72 hours prior to the time of docking. All vessels must provide a firm 24-hour Estimated Time of Arrival (ETA).</p> <p>The Port of Pensacola requires that all ships be represented by an agent, owner or charterer of the vessel. All agents requesting berth space for a vessel and or representing a vessel while it is in the Port must be approved by the Port of Pensacola.</p> <p>As part of its application for berth, the vessel, its owners or agents shall advise the Port of Pensacola of the PROTECTION AND INDEMNITY ASSOCIATION (P & I CLUB) which affords the vessel indemnity coverage, as well as the name and telephone number of the local legal representative thereof who is knowledgeable with regard to such coverage.</p> <p>Any vessel that does not conform with the 72-hour berth application or the 24-hour ETA requirements and such vessel conflicts with berth assignments previously made may be assigned to an alternate berth or, alternatively, await the vacancy of a preferred berth.</p> <p>All working vessels--including coastwise or foreign sea-going barges; but not including internal barge movements--will be assigned berth facilities by the Port Director on a "first-come, first served" basis.</p> <p>At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels not engaged in commerce may make application to the Port Director for a berth; specifying the date and time of arrival, sailing date and all such vessels are subject to all applicable port rules, regulations and charges.</p> <p>Should such vessels not have a licensed agent, the Port may at its discretion act as the vessel's temporary agent and assign agent's fee in the amount of \$150.00 for each 30-day period, in addition to the dockage charge.</p> <p>Additionally, the Port Director reserves the right to assign berths for the best utilization of the Port facilities.</p>

	<p>The Port Director reserves the right to refuse entry to any vessel carrying explosives or hazardous cargo or determined to be hazardous or not in seaworthy condition.</p> <p>No vessel will be allowed to remain idle in berth if other vessels are awaiting berthage and prepared to work; except as otherwise provided for in existing leases or agreements.</p> <p>ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.</p>
206	<p>BONDED STORAGE (Effective: July 1, 2019)</p>
	<p>Bonded storage can be made available at the Port of Pensacola through prior arrangement with a licensed general cargo stevedore.</p>
208a	<p>CARGO- ARRIVING AT THE PORT OR DEPARTING FROM THE PORT IN RAILCARS (Effective: September 15, 2005)</p>
	<p>Within twenty four (24) hours of the departure of cargo via rail bound for the Port of Pensacola, the shipper or consignee must provide written notification to the Port Director or his designee of the car numbers, car contents and estimated time of arrival of the cargo at the Port. All shippers or consignees shall be required to furnish and/or permit access to any electronic railcar tracking files or programs for cargo destined for the Port of Pensacola by rail.</p> <p>If upon arrival at the Port, there is insufficient space in the Port facilities to handle the cars, or for other reasons the receipt of such railcars will interfere with Port operations, the railcars shall be held at the terminating rail carrier's rail yard subject to demurrage payable by the shipper/consignee/vessel or agent thereof.</p> <p>Railcars with cargo arriving at the Port before the scheduled arrival date, as supplied by the shipper or consignee, will be handled on a space-available basis only. The Port of Pensacola reserves the right and privilege to hold such railcars out of the Port until the scheduled arrival date, with all demurrage for the account of the shipper/consignee.</p> <p>It is the obligation of the shipper/consignee to arrange for space allocation with the Port of Pensacola and for loading/unloading of cargo (freight handling) with their designated freight handler prior to shipping of cargo.</p>
208b	<p>CARGO - CONDITIONS GOVERNING RECEIPT, PLACEMENT AND HANDLING (Effective: September 15, 2005)</p>
	<p>The Port of Pensacola does not engage in the warehouse/storage business. Transit sheds and open terminal facilities are provided only for the temporary placement of waterborne cargo prior to final disposition and for the assembling and expediting of waterborne commerce at the Port of Pensacola. The acceptance of cargo is at the option and discretion of the Port Director and application for space and handling must be made in advance of the arrival of the cargo and vessel. No cargo will be received or handled without consignment to a specific vessel booked for berthing at the terminal facilities. Any cargo left in or on Port of Pensacola terminal facilities or premises in excess of free time will be subject to storage charges in addition to any other charge published herein. The Port Director reserves the right to order cargo sent to a commercial storage facility at the expense and risk of the owner (reference ITEM 209).</p>
208c	<p>CARGO- HANDLING, RECEIPT AND DELIVERY (Effective: September 15, 2005)</p>

	<p>Without preference or discrimination, and in order to promote the orderly receipt and dispatch of railcars and trucks, the Port reserves the right to control the loading and unloading of all cargo handled on Port facilities, and the rates to be charged. With the exception of the shunting of railcars within the Port facilities after initial placement and prior to pick up for removal from the Port, all handling of cargo on the Port will be performed by general-license stevedores or freight handlers which have been issued a franchise to operate at the Port of Pensacola and selected by the shipper, consignee or vessel.</p> <p>Specific warehouse space and outside storage space will be assigned by the Port for scheduled cargo and leased space. Freight handling maximum rates are governed by the Port. Lower handling rates than those published in this Tariff may be negotiated with the designated freight handler. As per the provisions of ITEM 246 (5), billing for freight handling charges will be the responsibility of the general-license freight handler.</p> <p>Only the Port may shunt railcars (switch cars after initial placement by rail carrier and before pickup by rail carrier for removal from Port) within Port facilities. See ITEM 426 for governing terms and charges. Shippers, consignees and freight handlers may not shunt railcars within Port facilities.</p>
208d	<p>CARGO – HEAVY LIFT (Effective: September 15, 2005)</p>
	<p>Any single unit of cargo exceeding 75,000 pounds shall be considered a heavy lift cargo and shall be assessed port costs associated with each project. Rates shall be quoted on a case by case basis, as determined by the Port Director.</p>
208e	<p>CARGO – NON-WATERBORNE (Effective: September 15, 2005) (I)</p>
	<p>Cargo delivered to the Port of Pensacola by any means of conveyance other than waterborne transportation and placed in or on Port of Pensacola-owned or operated land or facilities which are not re-shipped from the Port of Pensacola by waterborne transportation will be assessed wharfage, handling and storage charges. No free time will be allowed and full charges will be billed for each day the cargo is in or on Port of Pensacola property or facilities beginning with the day the cargo arrived and including the day it is removed unless said charge is waived by the Port Director.</p> <p>The storage charge for non-waterborne cargo is \$1.50 per ton per day.</p>
208f	<p>CARGO – OR FREIGHT LIKELY TO DAMAGE OTHER CARGO OR FREIGHT (Effective: September 15, 2005)</p>
	<p>Any freight or cargo likely to damage other freight or cargo will be transferred to another location on the terminal facilities or to private facilities at the risk and expense of the owner if so determined by the Port Director. Prior notification to the owner, agent or forwarder will not be required if time is of the essence to protect the other freight or cargo from damage or contamination.</p>
208g	<p>CARGO - RESPONSIBILITY FOR (Effective: September 15, 2005)</p>
	<p>Export cargo, while on terminal facilities, is in the care, custody and control of its owner, owner’s agents and/or shipper/consignee/supplier.</p> <p>Import cargo, while on terminal facilities is in the care, custody and control of the vessel, the consignee, its agents, importer or agents of importer thereof and full responsibility for forwarding rests with one or the other of these parties.</p>

<p>208h</p>	<p>CARGO – SCHEDULING MOVEMENT THROUGH THE PORT (Effective: September 15, 2005)</p>
	<p>All cargo moving through the Port facilities and arriving via rail, truck or vessel must be scheduled in advance with the Port Director or his designee. Cargo is “scheduled” when the shipper or consignee advises the Port Director, or his designee, of the type and volume of cargo, the mode of transport to the Port with the expected date of arrival, and receives the consent of the Port Director or his designee, to move the cargo through the Port as scheduled. Unscheduled cargo movements will be handled on a space-available basis only, and at the option of the Port Director without recourse on the part of the shipper/consignee against the Port (see ITEM 208a).</p> <p>No export cargo will be scheduled or received at the Port without consignment to a specific vessel scheduled for berthing at the terminal facilities or without a shipping date established and approved by the Port Director. No export cargo may be consigned to the Port, unless merely as a “care-of” agent for the consignor, consignee, vessel, beneficial owner of the cargo or other person. The Port has the right to seek proof from a shipper or consignor of export cargo that compliance with this requirement has been or is being met.</p> <p>All export cargo is scheduled with the full understanding and agreement of the shipper/consignee that the vessel fixed or nominated to lift such cargo will be ready, willing and able to do so within cargo free-time rules and regulations applicable under this Tariff. When vessels fail to lift cargo on schedule, the shipper, consignee or vessel, or agents thereof, will be responsible for any resulting demurrage and detention charges and will indemnify and hold harmless the Port against any such demurrage and detention charges and related costs and expenses, including attorney’s fees and court costs.</p>
<p>208i</p>	<p>CARGO - DISPOSITION OF UNDELIVERED (Effective: September 15, 2005)</p>
	<p>The Port of Pensacola shall have a lien on the cargo, goods or other personal property stored or located on premises owned by the Port. The Port of Pensacola reserves the right, at its option, to sell said cargo, goods or other personal property whenever the payment for charges assessed by the Port is delinquent or the items are unclaimed for a period in excess of 3 months. When enforcing the terms of this ITEM, the Port of Pensacola shall:</p> <ol style="list-style-type: none"> 1. Give notice by registered or certified mail to the person last known by the Port of Pensacola to claim an interest in the cargo, goods, or other personal property. <ol style="list-style-type: none"> a. Said notice shall include a description of the goods, a statement of the claim, and a demand for payment within a specified time and must state that the goods will be sold at a specified date, time and place if the claim is not paid within the specified period. 2. Satisfy its lien from the proceeds of the sale.
<p>209</p>	<p>CARGO STATEMENT REQUIRED (Effective: September 15, 2005)</p>
	<p>The owner, agent, operator or Master (or the importer, exporter, freight forwarder, customs house broker, shipper or its agent) of any vessel loading or discharging cargo shall furnish to the Port of Pensacola within 4 days after the sailing of each vessel a certified statement with a description of all cargo loaded aboard or discharged from said vessels. The Port of Pensacola may require such other information and data or</p>

	documents as may be necessary to ensure correct assessment of terminal charges and to develop statistical records.
210	CARGO STATEMENT/SHIPS' MANIFESTS (Effective: July 1, 2019)
	<p>All users of Port of Pensacola facilities including but not limited to steamship agents, steamship lines, shippers, stevedores, freight handlers, barge lines, importers, exporters, and/or their agents or assignees, shall, upon arrival (Import)*, or not later than 10 working days (Export) after departure, furnish the Port of Pensacola with (1) a manifest, and (2) a Load List (Export Only – must be submitted with, or in conjunction with, the manifest by the party responsible for compiling the information) or (3) a Cargo Discharge Receipt (Import Only - must be submitted with, or in conjunction with, the manifest by the party responsible for compiling the information) containing data sufficient to assure the correct assessment of charges and information necessary to maintain statistical records. At a minimum, submitted documents must include a description of the cargo; weight, board feet or number of units, whichever is applicable; shipper or consignee details (exports); receiver or consignee details (imports); and any and all other information the Port of Pensacola deems necessary.</p> <p>Failure to submit required documents in accordance with the stated deadlines may result in assessment of a Documentation Delinquency Penalty of \$100 per day for each day the documentation is delinquent.</p> <p>* AMS Manifest does not substitute this requirement.</p>
211	CHANGE OF LOCATION OF VESSELS (Effective: September 15, 2005)
	Whenever it is deemed necessary that any vessel be moved, or its position changed, in order to facilitate navigation and commerce or for the protection of other vessels or property, the Port Director may order and enforce the removal or shifting of such vessel to such place as may be determined by the Port Director at the expense and risk of the vessel. Notice of such order shall be given to the Master of the vessel, or the person in charge of the vessel who shall take immediate steps to comply with the order, the Port Director may take the action necessary to cause the vessel to be moved as originally ordered.
212	CHANGE OF OWNERSHIP (Effective: September 15, 2005)
	<p>The Port of Pensacola reserves the right to accept or reject a request for a change of title or ownership of cargo received or in storage at the Port of Pensacola for the purpose of invoicing a new owner.</p> <p>All requests must be in writing, addressed to the Port Director. If the request is approved by the Port Director, it is with the full understanding that initial billing will be made to the new owner effective at the start of the next regular billing period and the original owner will be held responsible for payment of all charges should they not be paid by the new owner. All accrued charges must be paid to date by the owner-of-record prior to the transfer of title of ownership.</p>
213	COLLISION (Effective: May 1, 2014)
	In the event of a grounding or a collision between two vessels or between a vessel and any wharf, dock, pier, or any structure owned by the Port of Pensacola, written report of such collision or grounding, shall within twenty-four hours, be furnished to the Port Director separately by the pilot and the master, owner or agent of said vessel, provided that in the case of a minor collision where a vessel is underway and proceeding to the open seas, there being no need of repair to Port facilities, vessel (s) or environmental

	resources, said report may be mailed by the master of such vessel from the next port which it enters, and provided further that in all cases of collision or grounding, report of an owner or agent shall not relieve the pilot of the duty of rendering his report within the specified time.
214	COMPLIANCE WITH GOVERNMENTAL REGULATIONS (Effective: September 15, 2005)
	<p>All Port users shall comply with all governmental regulations, statutes, ordinances, rules and directives of any Federal, State, County or Municipal governmental units or agencies having jurisdiction over the Port of Pensacola or the business being conducted thereon and all rules and regulations now in effect or hereafter imposed by the Port of Pensacola shall be imposed uniformly against all businesses or industries located or providing services at the Port of Pensacola.</p> <p>If any Port user incurs any fines and/or penalties imposed by Federal, State, county or Municipal Authorities as a result of the acts or omissions of the Port user, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then the Port User shall be responsible to pay or reimburse the Port for all such costs and expenses.</p>
215	CRANE OPERATIONS ON PORT PROPERTY (Effective: September 15, 2005)
	<p>Cranes with tractor lugs will not be permitted on Port property without proper protection of the pier, as provided to the satisfaction of the Port Director.</p> <p>Any and all safety rules and regulations pertaining to the operation of cranes must be observed at all times. The operation of a crane on Port property establishes verification by the owner thereof that the crane is suitable to perform the work for which it is hired and that the operator of such crane is qualified and competent to operate said crane in accordance with all applicable standards.</p> <p>Except as may be caused by the Port's own negligence, the Port of Pensacola shall not be responsible for any damages occasioned as a result of the operation of cranes on Port property. Crane owners/operators shall be considered users of the Port facilities and shall be bound by the provisions of ITEM 265b, in addition to other applicable items contained in this Tariff. Cranes will not be permitted to remain on Port property overnight without the prior approval of the Port Director; nor are they permitted to block rail tracks or the movement of other wheeled vehicles.</p>
218	DELIVERY ORDERS (Effective: September 15, 2005)
	All persons whomsoever (truck companies; rail carriers; owners; shippers; etc.) must present a written Delivery Order for each truck or railcar (or other) to be loaded at the Port of Pensacola. The Delivery Order should be on an order form or letterhead of the firm owning the cargo and it must be signed by an official of the company, or a person authorized to sign such orders. The Delivery Order must describe the cargo, the amount to be loaded, the ship, bill of lading, and the numbers and marks, if any. Any truck company, rail carrier, shipper, or others not having a written Delivery Order will not be permitted to load or leave the terminal premises without surrendering a copy of the order to the appropriate Port representative.
219	DEMURRAGE OR DETENTION (Effective: September 15, 2005)
	The Port of Pensacola is not responsible for any delays, detention or demurrage on railcars, vessels, or trucks.

	<p>Parties responsible for ordering and/or scheduling vessels and railcars shall be responsible for the payment of rail demurrage which is caused by or arises out of, directly or indirectly, the ordering and/or scheduling of vessels and railcars, and such parties will indemnify and hold harmless the Port for any rail demurrage and related costs and expenses, including attorney’s fees and court costs, caused by or arising out of such parties’ ordering and/or scheduling of vessels and railcars.</p> <p>Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a)(1)).</p>
<p>220</p>	<p>DISCHARGING BALLAST, REFUSE OR SIMILAR OFFENSIVE MATTER (Effective: July 1, 2019)</p>
	<p>No person, firm or corporation shall deposit, place or discharge into the waterways of the Port of Pensacola, either directly or through private or public sewers, any sanitary sewage, butchers' offal, garbage, dead residuum of gas, calcium carbide, trade wastes, tar or refuse, or any other matter which is capable of producing floating matter or scum on the surface of the water, sediment in the bottom of the waterways, hazards or obstructions to navigation or the odors and gasses of putrefaction.</p> <p>Vessels discharging pollutants into the waters of the Port of Pensacola will be reported to the U.S. Coast Guard National Response Center (NRC) hotline at (800) 424-8802. All matters relating to pollutant discharges shall be handled in accordance with applicable laws governing such discharge.</p> <p>Should any vessel cause pollution of any kind of character within the Port, the vessel shall have the first responsibility for taking effective corrective action. It shall be the responsibility of the vessel to have on hand, at all times, adequate personnel to eliminate or mitigate any contamination caused by pollutants being discharged into the waters of the Port of Pensacola. Any penalties imposed by the United States of America or the State of Florida upon the vessel, Master, person, firm or corporation shall be administered in accordance with applicable law.</p> <p>All vessels, firms and persons using the terminal facilities shall take every precaution practical to prevent pollution of the environment.</p> <p>Rules and regulations of the U.S. Coast Guard and any other Federal, State, County or City agency pertaining to pollution of any kind shall be applicable in addition to the rules and regulations set forth above.</p>
<p>221a</p>	<p>DOCKAGE - BASIS OF CHARGES (Effective: September 15, 2005)</p>
	<ol style="list-style-type: none"> 1. Dockage shall be based on the overall length of the vessel as shown in LLOYD'S REGISTER. If length is not shown in LLOYD'S REGISTER the ship's Certificate of Registry showing length of vessel will be accepted. 2. Vessels for which the overall length is not available in either LLOYD'S REGISTER or the Certificate of Registry named in Paragraph 1 of this ITEM, shall be measured at the direction of the Port Director. When necessary to measure a vessel, the linear distance in feet shall be determined from the most forward point on the bow of the vessel to the aftermost part of the stern of the vessel. 3. In computing dockage charges based on overall length of vessel, the following will govern in the disposition of fractions:

	<p>a. Less than one-half foot (1/2'), discard. One-half foot (1/2') or more, increase to the next whole figure.</p> <p>4. When a vessel is shifted directly from one wharf (berth) to another wharf (berth), the total time at such berths will be considered together in computing the dockage charge.</p> <p>5. Dockage rates are assessed each 24-hour period or fraction thereof.</p> <p>6. Unless advised to the contrary in advance of docking, dockage on river barges will be assessed against the owner of the cargo.</p>
221b	DOCKAGE – DURATION (Effective: September 15, 2005)
	The period of time upon which dockage will be assessed shall commence when the vessel is made fast to the wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed, and shall continue until such vessel is completely free from and has vacated such facilities.
221c	DOCKAGE – UNAUTHORIZED (Effective: September 15, 2005)
	Any vessel berthed in an unauthorized manner, unassigned berth or shifted without the approval of the Port Director shall be subject to payment of dockage in an amount equal to (3) three times the published rate. Such vessel may be moved at the Port Director's option to a properly designated berth without notice at the owner's risk and expense.
221d	DOCKAGE – VESSELS EXEMPT FROM (Effective: September 15, 2005)
	At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels engaged in non-commercial exhibition, educational or training endeavors, owned or operated by charitable institution that qualify for exemption pursuant to the provision of the Internal Revenue Code and are accordingly exempt from taxes, may moor to public wharves free of charge, with advance approval.
222	DOCK RECEIPTS (Effective: September 15, 2005)
	At the time export outbound cargo is received at the pier facility, a dock receipt shall be issued evidencing receipt of the cargo. The receipt will show the date of receipt and shall identify the vessel on which the goods are to move.
	The dock receipt is executed by the agent and/or its designated representative. All completed dock receipts must be delivered to the Port of Pensacola at the close of each business day.
224	EMERGENCY SHIP MOVEMENT POLICY (Effective: July 1, 2019)
	TO MASTERS, PILOTS, TOWBOAT COMPANIES, STEAMSHIP AGENTS, VESSEL OWNERS OR CHARTERERS AND ALL OTHER CONCERNED PARTIES:
	<ol style="list-style-type: none"> 1. All vessels will provide wire ropes from the bow and stern with eyes that can be reached by tugs coming alongside. Pilots will make sure wires are in proper position before leaving the vessel. 2. All vessels and/or vessel agents will immediately report any spillage of petroleum or chemical products on the wharf or on the water and the extent of such spill to the U.S. Coast Guard National

	<p>Response Center (NRC) hotline at (800) 424-8802. If spillage is considerable, all cargo operations within the port must stop immediately and vessels prepared to undock.</p> <p>3. All vessels will undock and proceed to anchorage or open sea when so ordered by the Port Director in the event of:</p> <ul style="list-style-type: none"> • A severe petroleum or chemical spill; • Fire discovered on board a vessel laden with petroleum, explosives, chemicals or other dangerous commodities; • Vessel in jeopardy due to conditions on shore; <p>4. Tugboats proceeding to a vessel laden with petroleum, chemicals, explosive or other dangerous cargoes and/or through a spill composed of such products floating on the water surface will stop all smoking on board, put out cooking fires, burners, pilot lights and extinguish all open lights or flames.</p> <p>5. Vessels discovering fire on board or on shore will sound repeated long whistle-blast signals and use every other available means to report the fire to shore side personnel. The Security Division of the Port of Pensacola monitors Channel 16 (156.8 MHz) for emergency calls.</p> <p>6. Emergency vessel movements will be made with able sea watches and without waiting for the return of its other ship's personnel when necessary to protect live and property (reference ITEM 288d).</p>
<p>225</p>	<p>ENVIRONMENTAL MATTERS (Effective: October 20, 2009)</p>
	<p>All persons and entities in possession of facilities at the Port of Pensacola pursuant to an agreement, lease, license or other arrangement with the Port or otherwise using the Port facilities shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, occupancy and operation of said facilities. All such persons and entities shall furnish to the Port Director or his designee at the time same are filed, received, submitted or tendered, a copy of every permit application, permit, notice, order or other document sent to or received from any regulatory agency responsible for environmental matters, storm water, or other pollution control. All such persons and entities are prohibited from allowing, causing, condoning, licensing, permitting or sanctioning any activities, conduct or operations that enable or result in any pollutants, contaminants, hazardous materials or substances or other waste to be accumulated, deposited, placed, released, spilled, stored or used upon or under any portion of said facilities or adjacent waters contrary to or in violation of any of said laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules, regulations or permits. All such persons and entities that violate this prohibition shall be solely responsible for any and all reporting, cleanup, remediation, fines and penalties in accordance with said laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules, regulations or permits.</p> <p><u>NATIONAL RESPONSE CENTER (NRC):</u> (Effective May 1, 2014)</p>

	Oil and chemical spills entering or having the potential to enter navigable waters must be reported immediately to the NRC. Users are responsible for notifying the NRC of unauthorized releases and providing the Port's Spill Response Coordinator (SRC) with a copy of the incident report within 24 hours. The phone number for the NRC is: 1-800-424-8802.					
226a	FACILITIES – BERTHING (Effective: July 1, 2019)					
	The Port of Pensacola has 2,570 linear feet of berthing facilities as follows:					
	Berth #	Depth	Length	Apron	Rail	Use
	1	33'	540'	100'	Yes	All Purpose
	2	33'	398'	Open	Yes	All Purpose
	3	33'	344.5'	Open	Yes	All Purpose
	5	33'	507.5'	50'	Yes	All Purpose
	6	33'	580'	50'	No	All Purpose
	7	16'	200'	0	No	Dockage Only
226b	FACILITIES – BUNKERING (Effective: September 15, 2005)					
	None of the berths are equipped with pipeline-hose connections for bunker fuels. Bunker fuels may be delivered by barge or tank truck. No vessel will be permitted to take bunkers while cargo operations are being performed.					
226c	FACILITIES – DAMAGE TO (Effective: July 1, 2019)					
	<p>All vessels, their owners or agents, stevedores and all other users of the Port terminal facilities will be held responsible for all damages to the facilities caused by or arising out of their use of such facilities. It is the responsibility of the users of the Port facilities to <u>immediately</u> notify the Port Director or his designated representative of damages to the facilities caused by or arising out of their use of such facilities and to confirm same in writing within three (3) working days. The Port of Pensacola will acknowledge the reported damages in writing, either electronic or via letter.</p> <p>Any damages to the Port facilities will be for the account of the vessel, its owner or agent, the stevedore, freight handler or other user of the terminal facility and repairs must be undertaken as expeditiously as possible with the prior approval of the Port Director. The Port Director, or designee, shall review and approve all repairs in advance of repairs or construction beginning. Responsible parties will be given up to thirty (30) calendar days from the date the damage occurred to initiate required repairs, after which the Port of Pensacola reserves the right to repair the damage on a cost basis plus 25% overhead. Failure to notify the Port of damages to the facilities will result in the cost of repairs of such damages plus 50%.</p> <p>Any damage caused by the vessel to the wharf or any installation or equipment which is the property of the Port of Pensacola, whether it be through incompetence or carelessness on the part of the Pilot or Officer of the ship carrying out operations or for any other reason, shall be the responsibility of the master and the owner of the ship causing the damage. The Port of Pensacola shall be able to detain the ship until it has received satisfactory guarantee for payment of the amount of damage caused or a reasonable estimate thereof.</p>					
226d	FACILITIES – SPACE ASSIGNMENTS					

(Effective: July 1, 2019)

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

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

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

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

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

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

Charges for space assignments are:

<u>Type of Area</u>	<u>Cents per Sq. Ft. (Per 30-day Period)</u>
Covered Area - On Dock	\$ 0.45
Covered Area - Off Dock	\$ 0.35
Uncovered Area	\$ 0.25
Minimum Charge	\$375.00

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

An electrical power surcharge may be levied on the above charges at the discretion of the Port Director after reviewing the proposed use of the space. The rate shall be agreed to in advance of any party occupying approved space.

Property placed in a space assignment area shall be stored, stacked, palletized, or high piled in accordance with customary and operational safety procedures. The Port Director has the right to examine and review all property placed on Port premises under a space assignment.

The grant of such assignment shall not interfere with the prompt loading or unloading of vessels.

226e FACILITIES - TRANSIT CARGO SHEDS
(Effective: July 1, 2019)

The Port of Pensacola owns 457,000 square feet of transit cargo storage facilities as follows, some of which may be committed to private usage through lease, contract or other obligation from time to time.

Subject to [ITEM 208b](#) and to space availability based on prior commitments, the Port of Pensacola assigns general cargo moving through the Port to storage facilities on a first-come-first-served basis.

Use of facilities marked with an asterisk (*) involves special circumstances. Contact Port Administration at 850.436.5070 for details.

Facility	Sq. Ft.
Warehouse No. 1	72,000 sq. ft. (leased)
Warehouse No. 4	45,000 sq. ft.
Warehouse No. 5	72,000 sq. ft.
Warehouse No. 6	90,000 sq. ft. (leased)
Warehouse No. 8	83,000 sq. ft.
Warehouse No. 9	40,000 sq. ft. (leased)
Warehouse No. 10	55,000 sq. ft. (leased)

228a [FREE TIME - COMPUTATION OF \(Effective: July 1, 2019\)](#)

The free time allowed for assembling export shipments shall commence at 0700 hours on the day after said cargo or each portion thereof (i.e. each truck or railcar) is received at the terminal facility and it shall terminate at 2359 hours on the final day of free time allowed.

The free time allowed for removal of import shipments shall commence at 0700 hours on the day following the day the vessel completes discharging and it shall terminate at 1859 hours on the final day of free time allowed.

The Port Director reserves the right to grant extensions of free time to regular and/or high volume shippers on a case-by-case basis when space availability permits.

The time cargo is held in railcars (under demurrage rules) will be deducted from the free time allowed for said cargo, when railcars are held at the direction of the Port Director (reference [ITEM 208i](#) for additional information).

228b [FREE TIME - DISPOSITION OF CARGO AFTER EXPIRATION OF \(Effective: September 15, 2005\)](#)

Cargo remaining on terminal premises after the expiration of free time (reference [ITEM 228a](#), [228c](#) and [228d](#)) and cargo shut out at clearance of vessel from berth (reference [ITEM 271](#)) may, at the discretion of the Port Director, be allowed to remain where situated, be piled or re-piled to make space; be transferred to other locations or terminal premises; or, be removed to public or private warehouse with all expenses and risk of loss and/or damage for the account of the owner, agent, consignee or carrier. In any event, the agent for such cargo will be responsible for payment of all expenses regardless of when payment is received by them from the owner, consignee or carrier.

All such cargo remaining on Port property will be assessed storage charges in accordance with the applicable rates published in this Tariff.

228c [FREE TIME](#)

	(Effective: July 1, 2019)								
	Except as otherwise provided, the free time allowed for assembling export cargo shipments or removing import cargo shipments, inclusive of Saturdays, Sundays and Legal Holidays, shall be as follows:								
	<table border="1"> <thead> <tr> <th>Shipment Type</th> <th>No. Days</th> </tr> </thead> <tbody> <tr> <td>Exports</td> <td>30</td> </tr> <tr> <td>Imports</td> <td>30</td> </tr> <tr> <td>Transshipment</td> <td>30</td> </tr> </tbody> </table>	Shipment Type	No. Days	Exports	30	Imports	30	Transshipment	30
Shipment Type	No. Days								
Exports	30								
Imports	30								
Transshipment	30								
	<p>Upon expiration of the free-time period, storage charges (as provided elsewhere in this Tariff) will be assessed or, at the option of the Port Director, cargo may be removed to private storage facilities at the expense and risk of the owner.</p> <p>NOTE: Shipments handled direct from shipside to railcars or trucks, or vice versa, shall not be entitled to free time.</p> <p>NOTE: Shipments not properly booked with the Port Director in advance in accordance with ITEM 209 shall not be entitled to free time specified herein.</p>								
228d	FREE TIME - AND STORAGE DURING WORK STOPPAGE OR INTERRUPTION (Effective: September 15, 2005)								
	<p>In the event of a work stoppage that prevents the loading and/or unloading of vessels, the following will apply:</p> <ol style="list-style-type: none"> Free time will cease at 0700 hours on the day after a work stoppage occurs. Free time will commence or resume at 0700 hours on the day after a work stoppage officially ends. Cargo on hand will be assessed storage charges prorated for that period of time of the work stoppage. Credit for unused time will be deducted from storage charges. Cargo received during a work stoppage will be received on a space-available basis only. Storage charges will commence immediately and free time will begin at 0700 hours on the day following the day of the termination of the work stoppage. When the terminal facilities reach maximum capacity for efficient operations and Port safety, rail and truck operations will cease, with demurrage accruing for the account of the shipper. <p>The Port Director may waive storage charges per this ITEM if cargo is removed within ordinary free time allowed.</p>								
228e	FREE TIME – NON WATERBORNE CARGO (Effective: May 1, 2014)								
	Per ITEM 208e , no free time is allowed on non-waterborne cargo and full charges will be billed for each day the cargo is in or on Port of Pensacola property or facilities beginning with the day the cargo arrived and including the day it is removed unless said charge is waived by the Port Director.								
230	FUMIGATION REQUIREMENT (Effective: September 15, 2005)								
	Bagged agricultural products that remain in transit sheds for a period of 45 days must be fumigated at that time; and again after each 45-day period thereafter, as long as the cargo remains in the transit sheds.								

	<p>All expense of fumigation will be for the account of the cargo owner, shipper, consignee, or whomever has care, custody and control of the cargo.</p> <p>If fumigation is not performed as required herein, the Port reserves the right to fumigate such bagged agricultural products and will bill the cargo owner, shipper, consignee, or whomever has care, custody and control of the cargo for the cost therefore.</p>
232	<p>GENERAL RESTRICTIONS AND LIMITATIONS (Effective: September 15, 2005)</p>
	<p>Under application of this Tariff, the Port of Pensacola is not obligated to provide storage for cargo that has not been scheduled with the Port Director, or which has not been transported by water to or from the Port or terminal facilities; nor is it obligated to provide facilities beyond reasonable capacity.</p>
233	<p>GROUND RUBBER TIRE ADDITIVES (Effective: September 15, 2005)</p>
	<p>The use of Ground Rubber Tire (GRT) Additives in the processing and/or production of asphalt and other materials is strictly prohibited on Port property and on or in Port facilities.</p>
234	<p>GUNS; EXPLOSIVES; OTHER HAZARDOUS COMMODITIES (Effective: September 15, 2005)</p>
	<p>Explosives and hazardous or highly-flammable commodities or material may be handled over, under, or received on the wharves or other terminal facilities of the Port of Pensacola only by special arrangement with and at the option of the Port Director. The receiving, handling or storage of such commodities shall be subject to Federal, State, Municipal, County and City of Pensacola laws, ordinances, rules and regulations.</p> <p>The agent or charterer of a vessel is responsible for informing the Port Director whenever a vessel plans to load, discharge or is transporting as in transit cargo any manifested cargo classified as a gun, firearm, deadly weapon, explosives, and ammunition, flammable or hazardous commodity. No action to load or discharge such cargo shall be taken without approval of the Port Director in advance. Detailed information as to the description, packaging and stowage location of explosives, flammable and hazardous materials must be provided to the Port of Pensacola to enable planning for fire protection and security watches necessary for these items.</p>
235	<p>HARBOR CHANNEL (Effective: September 15, 2005)</p>
	<p>The entrance to the main channel to Pensacola Bay is by the Caucus Channel. The channel is 500' wide at its seaward end and dredged to 35'. The approach channel to the Port of Pensacola, 300' wide with a control depth of 33', intersects Pensacola Bay in a generally northeasterly direction. The distance from sea buoy to pier is 11 miles.</p>
236	<p>HARBOR SAFETY (Effective: September 15, 2005)</p>
	<ol style="list-style-type: none"> 1. Minimum bottom clearance shall be established by the Harbor Pilot prior to vessel entry of departure in consideration of weather conditions, tidal stage, vessel equipment and time of day. 2. All vessels shall establish radio communication with the Port of Pensacola prior to entry or departure and no vessel shall be permitted to enter, leave or shift berths in the Port of Pensacola

	<p>jurisdictional area without the authorization of the Port Director or his duly-authorized representative.</p> <p>3. All heavy oil transfer operations to or from a vessel with a heavy oil storage capacity greater than 10,000 gallons shall be required to adequately boom or seal off the area between the vessel and the dock, bulkhead or land during transfer or bunkering operations.</p> <p>4. All vessels with a storage capacity to carry 10,000 gallons or more of pollutants as fuel and cargo shall maintain an adequate written ship-specific spill prevention and control contingency plan, and have on board a “discharge officer” designated in the plan.</p> <p>Published pursuant to Chapter 313.23; Chapter 376.07 and 376.071, Florida Statutes, as amended.</p>														
<p>237</p>	<p>HOLIDAYS – LIST OF (Effective: July 1, 2019)</p>														
	<p>When reference is made in this Tariff to "legal holidays," it means those days listed below, which are observed as holidays by the City of Pensacola and on which Port Administration will be closed. Holidays marked with an asterisk (*) denote holidays observed by the Port’s licensed stevedores and on which vessel and cargo operations are conducted by special arrangement only.</p> <table border="1" data-bbox="248 898 1534 1230"> <tr> <th colspan="2" data-bbox="248 898 1534 961">Holidays – 12 Total</th> </tr> <tr> <td data-bbox="248 961 911 1010">New Year's Day (*)</td> <td data-bbox="911 961 1534 1010">Labor Day (*)</td> </tr> <tr> <td data-bbox="248 1010 911 1058">Martin Luther King’s Birthday</td> <td data-bbox="911 1010 1534 1058">Veteran’s Day (*)</td> </tr> <tr> <td data-bbox="248 1058 911 1106">President’s Day (*)</td> <td data-bbox="911 1058 1534 1106">Thanksgiving Day (*)</td> </tr> <tr> <td data-bbox="248 1106 911 1155">Good Friday (*)</td> <td data-bbox="911 1106 1534 1155">Friday after Thanksgiving (*)</td> </tr> <tr> <td data-bbox="248 1155 911 1203">Memorial Day (*)</td> <td data-bbox="911 1155 1534 1203">Christmas Day (*)</td> </tr> <tr> <td data-bbox="248 1203 911 1230">Independence Day (*)</td> <td data-bbox="911 1203 1534 1230">Day after Christmas</td> </tr> </table> <p>When any of the above referenced holidays falls on a Sunday, it will be observed on the Monday following. Other holidays may be observed by the stevedoring companies but are not necessarily observed by the Port of Pensacola.</p>	Holidays – 12 Total		New Year's Day (*)	Labor Day (*)	Martin Luther King’s Birthday	Veteran’s Day (*)	President’s Day (*)	Thanksgiving Day (*)	Good Friday (*)	Friday after Thanksgiving (*)	Memorial Day (*)	Christmas Day (*)	Independence Day (*)	Day after Christmas
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<p>239</p>	<p>INTRACOASTAL WATERWAY (Effective: September 15, 2005)</p>														
	<p>The Gulf Intracoastal Waterway intersects Pensacola Bay. The waterway is 150' wide and 12' deep. On the intra-coastal, the Port of Pensacola is 185 miles east of Harvey Lock, Louisiana; and 51.4 miles east of the entrance to the Mobile Ship Channel.</p>														
<p>240</p>	<p>INDEMNIFICATION AND HOLD HARMLESS (Effective: September 15, 2005)</p>														
	<p>All users shall indemnify and hold harmless the Port, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, property damage, including loss of use of property, or demurrage, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations, whether arising solely</p>														

out of the negligence of the User or not. This obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in exclusion or omission from any policy of insurance.

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

Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a) (1)).

241a

INSURANCE
(Effective January 1, 2015)

All persons or firms using or conducting business operations on terminal facilities or other port-owned or operated property are required to procure and maintain Commercial General Liability, Business Auto, and Workers' Compensation insurance. Unless specified otherwise in this tariff or otherwise required by the City, minimum limits for commercial general liability and business auto of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. The Commercial General Liability policy must provide bodily injury and property damage coverage for premises, operations, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this tariff, as well as personal injury liability and broad form property damage liability. Coverage must be written on an occurrence type basis. The Business Auto policy must include coverage for bodily injury and property damage arising out of the operation, maintenance, or use of owned, non-owned, and hired autos including non-ownership employee use. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage. Worker's Compensation must be provided as legally required and must include Employers Liability coverage of at least \$100,000 each person-accident, \$100,000 each person-disease, \$500,000 aggregate-disease. At the option of the City, coverage must be included for the Longshore and Harbor Workers Act and Maritime (Jones) Act exposures. Required insurance policies shall be documented in Certificates of Insurance. The policies shall contain an endorsement that provides that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewable or adverse change or restriction in coverage. The City of Pensacola shall be named on each commercial general liability certificate as an Additional Insured. If required by the City, the User shall furnish copies of the User's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be **deleted** or **crossed out** by the insurance carrier or the insurance carrier's agent or employee. The User shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the User shall, upon instructions of the City, cease all operations on terminal facilities or other port-owned or operated property until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read:

City of Pensacola
Department of Risk Management

	Post Office Box 12910 Pensacola, FL 32521-0063
241b	INSURANCE – CARGO (Effective: September 15, 2005)
	The Port of Pensacola does not insure or provide insurance for any cargo. Any insurance required must be furnished by the party desiring such coverage.
241c	INSURANCE - STEVEDORES AND FREIGHT HANDLERS (Effective: September 15, 2005)
	Each stevedoring company or freight handler filing an application for a Stevedore License or Freight Handling Permit with the Port of Pensacola, in accordance with ITEM 276 , shall furnish with such application evidence of insurance as described in ITEM 241a and as listed in Appendix A of this Tariff. Application for Stevedore License or Freight Handling Permit as well as specific policy, rules and regulations, and insurance requirements are included in Appendix A of this Tariff.
242	INVENTORY, REQUIREMENTS FOR (Effective: July 1, 2019)
	<p>Each Freight Handling Licensee shall be required to submit an end-of-month inventory reflective of the last day of each calendar month for any and all cargo and commodities remaining in inventory at any General Cargo facility or warehouse. Licensees shall submit said inventory reports to the Cargo Operations Superintendent no later than the fifth (5th) day of the following month.</p> <p>An Export Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide:</p> <ol style="list-style-type: none"> 1. Shipper name; 2. Commodity; 3. Date received; 4. Quantity on hand; 5. Type units; 6. Weight in pounds (board feet for export lumber); 7. Service Order #, mark, or other identifier; and 8. Location; <p>An Import Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide:</p> <ol style="list-style-type: none"> 1. Vessel name with arrival date; 2. Shipper and/or Receiver name; 3. Commodity; 4. Quantity on hand; 5. Type units; 6. Weight in pounds (board feet for export lumber); 7. Bill of Lading #, mark, or other identifier; and 8. Location; <p>For all cargo sold or released to other parties, the Permittee must identify:</p>

	<ol style="list-style-type: none"> 1. The receiving Permittee; 2. The party responsible for payment of the Authority’s charges; 3. A copy of the release instructions from the original shipper; <p>All shippers will be billed storage charges for cargoes remaining in inventory beyond the allotted FREE TIME based upon the inventory information provided by Permittees, and as such the information must be accurate and submitted as described.</p> <p>Failure to submit required documents in accordance with the stated deadlines may result in assessment of a Documentation Delinquency Penalty of \$100 per day for each day the documentation is delinquent.</p>
243	<p>LEASING OF REAL PROPERTY (Effective: July 1, 2019)</p>
	<p>Leasing of real property, including costs for warehouse and/or open ground storage areas, shall be negotiated on a case by case basis with the Port Director. To the extent practicable, these rates will be in conformity with the most recent land appraisals or comparable commercial real estate market assessment. However, space constraints, cargo volumes and other market conditions may dictate price changes at the discretion of the Port Director.</p> <p>Leases do not provide for paving, electricity, water, housekeeping services, maintenance, or other improvements to the area leased. These items may be provided for within the individual lease.</p> <p>All requests to lease space should be directed to the Port Director who reserves the right to employ the use of a licensed Commercial Real Estate Broker as/if warranted. Final approval for all long-term leases rests with the Pensacola City Council via formal Council action that will be presented to Council through the Mayor’s Office. Port Staff will provide guidance on the Council process during initial Lease negotiations.</p>
244	<p>LESSEES' AND RENTERS' RESPONSIBILITY (Effective: September 15, 2005)</p>
	<p>When equipment is rented or leased to others by the Port of Pensacola, it is expressly understood that the equipment will be operated under the direction and control of the renter or lessee, and the renter or lessee shall be responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of said equipment. It is hereby understood and agreed that in the event the renter or lessee uses the operator of said equipment employed by the Port of Pensacola, such operator shall be under the direction of the renter or lessee and the operator shall be considered as the agent or servant of the renter or lessee, and the renter or lessee shall be responsible for the acts of such operator during the time of the rental or lease. It is incumbent upon the renter or lessee to make a thorough inspection and satisfy himself as to the physical condition and capacity of the unit, as well as the competency of the operator, there being no representation or warranties by the Port of Pensacola with reference to such matters.</p>
245	<p>LIABILITY: EXCULPATORY PROVISION (Effective: September 15, 2005)</p>
	<p>No provision or sub-rule in this tariff shall relieve or limit the PORT OF PENSACOLA from liability for its own negligence nor require any user or lessee to indemnify or hold harmless the Port of Pensacola from liability for its own negligence. ISSUED IN COMPLIANCE WITH FMC REGULATION 46 CFR §525.2 (a)(1).</p>
246	<p>LIABILITY AND PAYMENT OF CHARGES (Effective: July 1, 2019)</p>

1. Except as otherwise provided, all carriers, vessels, their owners, or agents, and all other users of the services or facilities of the Port are responsible for the payment of charges as provided for in this Tariff.
2. On all vessels utilizing Port facilities, the agent shall be responsible for the payment of all dockage and other terminal charges assessed against the vessel as provided for in this Tariff. The Port of Pensacola reserves the right to hold the vessel, its owners, operators, despondent owners, charterers, sub-charterers, and/or agent or sub-agent liable for payment of all terminal charges not otherwise paid.
3. The arrest or attachment of any vessel by court order will not relieve or diminish the responsibility of the agent for the payment of dockage and related port terminal charges. The arrest or attachment of any cargo by court order will not relieve or diminish the responsibility of the party booking the cargo for the payment of all terminal charges including, but not limited to handling, storage and wharfage, assessed by the Port in accordance with the provisions of this Tariff.
4. All invoices are due upon presentation. Presentation of invoice shall be deemed to occur and user's financial responsibility to port for payment of invoice shall commence when port deposits invoice in United States mail service. The Port of Pensacola, at its option, may at any time extend credit to any user conducting business with the Port pursuant to provisions of this Tariff or amendments or re-issues thereof subject to user establishing and maintaining a single transaction or period or annual surety bond with the corporate surety acceptable to the Port, and in an amount equal to 125% of maximum liability. The form and contract of such bond shall be acceptable to the Port.
5. [All handling charges](#) will be billed by the applicable licensed cargo handler with payment in full to be remitted to the cargo handler. The port shall bill to all cargo handlers the applicable cargo handling franchise fee(s) as described in [ITEM 222](#) of this Tariff with these funds to be remitted to the Port by the cargo handler in accordance with the payment terms as set out in this [ITEM 246](#). If, at any time, any cargo handler falls in arrears on his accounts payable to the port by 60 or more days, the port reserves the right to bill and receive payment for all handling charges and remit any amounts due to the cargo handler only after said arrearage is paid and all accounts brought current.
6. Extension and continuation of credit shall be conditioned upon payment of invoice charges within 30 days from the date of presentation.* An interest charge of 12% per annum will be assessed against unpaid invoices over 30 days for each day over 30 days and added to the amount due each month until the amount of arrearage is paid. Written notice of any invoice in dispute must be furnished to the Port of Pensacola billing department within 20 days from the date of invoice or else interest charges will apply.
7. The Port of Pensacola reserves the right to suspend or cancel the privilege of being billed on account previously granted to users who are habitually delinquent.
8. Any carrier, vessel, owner, shipper, receiver, stevedore, forwarder, agent, or other users of the Port facilities who fails to pay any invoice on the 30th day following the date on which the invoice was presented will be subject to the conditions outlined in Paragraph 9 herein below.

9. In the event of failure to pay invoices within 90 days from the date of presentation, the vessel, owner, shipper, receiver, forwarder, stevedore, agent or other user shall be placed on a cash basis under which further use of the Port facilities may be denied except upon advance payment by Cashier's/Certified Check or Wire Transfer of all charges which may be incurred under this Tariff, as estimated by the Port Director. The Port Director reserves the right to deny use of the Port's facilities to any such vessel, owner, charterer, agent, shipper, receiver, forwarder, stevedore or any user until all outstanding delinquent charges have been paid in full.
10. The Port of Pensacola reserves the right to apply any payment received against the oldest bills rendered against vessels, their owners and agents, or other users of facilities, except that payment made on behalf of specific vessels and/or owners will be applied as specified by the payor.
11. The Port of Pensacola reserves the right to estimate and collect in advance all charges which may accrue against vessels or cargo utilizing Port facilities.
12. Issued pursuant to agreement of Gulf Port members of the GULF SEAPORTS MARINE TERMINAL CONFERENCE. Refer to [ITEM 100](#) for further details of the CONFERENCE and its members.

247 LOCATION
(Effective: July 1, 2019)

The Port of Pensacola is situated in Pensacola Bay on the Gulf of Mexico and is located generally at latitude 30 degrees, 24 minutes north, longitude 87 degrees, 13 minutes west.

248 LOITERING ON PREMISES
(Effective: September 15, 2005)

It shall be unlawful for any person to loiter upon or in any of the terminal facilities or properties of the Port of Pensacola. It shall be unlawful for any unauthorized persons to enter cargo-handling areas.

249 LOSS CONTROL AND SAFETY
(Effective: September 15, 2005)

All Port users shall retain control over their employees, agents, servants and subcontractors, as well as control their invitees, and their activities on and about the Port and the manner in which such activities shall be undertaken and to that end, they shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the users for the protection of all persons, including employees, and property. The users shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

252 MINIMUM BILLING CHARGES
(Effective: July 1, 2019)

Billing Item(s)	Minimum Charge
Dockage, per vessel	\$100.00
Wharfage, per shipment	\$ 50.00
Handling Franchise, per shipment	\$15.00
Shore Power, per vessel	\$ 50.00
Stevedoring Franchise, per vessel	\$150.00

	Storage, per invoice	\$ 25.00
	Water, per vessel	\$ 75.00
	All Other Charges	\$ 25.00
253	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) (Effective: October 20, 2009)	
	<p>All tenants and users shall comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) program delegated by the United States Environmental Protection Agency (EPA) to the state of Florida and administered in part by the Florida Department of Environmental Protection (FDEP). The Port and Tenants are required to be covered by a Multi-Sector Generic Permit (MSGP) which is currently identified as “co-located permittee”, and the Port shall submit the required Notice of Intent (NOI) to FDEP and provide a copy of the NOI and related Storm Water Pollution Prevention Plan (SWPPP) to the Tenants and users. The Port Administrative Office maintains copies of the most current SWPPP for Tenants. All Tenants and users are responsible for obtaining and maintaining a current copy of the SWPPP, as well as informing and familiarizing Tenant and user employees of the SWPPP contents and Tenant and user responsibilities there under. The Port of Pensacola has control over the establishment and implementation of all policies relating to storm water activities associated with port docks and tenant areas, including leased premises. All tenants and users shall comply with the most current version of the SWPPP and with the most current Best Management Practices (BMP) applicable to their facilities and operations contained in the document entitled “Port Pensacola BMP’s for Potential Pollutant Sources”, copies of which are available from the Port Director.</p>	
254	NORMAL WORKING HOURS (Effective: September 15, 2005)	
	<p>The normal working hours of the Port of Pensacola are from 0800 hours to 1200 hours and 1300 hours to 1700 hours, Monday through Friday, holidays excepted.</p> <p>Cargo arriving at the Port by truck must be prepared for loading and/or unloading during the normal working hours of the Port unless prior special arrangements have been made and approved by the Port Director and freight handler (reference ITEM 284).</p> <p>Cargo services performed by the freight handler during other than normal working hours, holidays excepted, will be assessed 165% of the applicable charge provided for in SECTION III or the applicable schedule of rates provided for in ITEM 430 of this Tariff, whichever is greater. When such services are performed by the Port during holiday hours (reference ITEM 237) they will be assessed 250% of the applicable charge provided in SECTION III or the applicable schedule of rates provided in ITEM 430 of this Tariff, whichever is greater, when such service is performed on request.</p>	
256	OILY WASTE DISPOSAL/SHIPS WASTE DISPOSAL (Effective January 1, 2015)	
	<p>Under the provision of ANNEX I of the INTERNATIONAL CONVENTION FOR THE PREVENTION OF POLLUTION FROM SHIPS, known as MARPOL 73/78, and the United States Coast Guard implementing regulation, PART 158 of TITLE 33 of the CODE of FEDERAL REGULATIONS (33 CFR 158), all terminals and ports which receive tankers or other ocean-going vessels of 400 gross tons or more must make provisions for adequate oily-waste-reception facilities. The application of the Port of Pensacola for its public wharves and facilities for a Certificate of Adequacy (COA) for reception facilities for receipt of oily waste was approved and the COA was issued February 11, 1986.</p>	

The firms listed below have indicated to the Captain of the Port that they are interested in contracting their services in receipt of the oily waste. Listing herein does not indicate a preferential recommendation on the part of the Port of Pensacola but merely reflects the firms' desire to function in the above-mentioned capacity and the Captain of the Port's recognition of the firms with respect to the application of the Port of Pensacola. All inquiries should be directed to the Captain of the Port, United States Coast Guard. Any contractor is subject to the applicable regulations for the transfer of oil (33 CFR 154.156).

OILY WASTE RECEPTION FACILITIES:

Oil Recovery Company Inc.

1101 S. Conception Street

Mobile, AL 36603

PHONE: 251-690-9010

Under the provision of ANNEX V of MARPOL 73/78 PORT RECEPTION FACILITIES FOR **SHIP'S GARBAGE** and separation onboard vessel of various waste and required. Garbage is defined as "all kinds of victual, domestic and operational waste excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously or periodically." In order to accommodate the need of shipping and commerce through facilities of the Port of Pensacola, the Port has filed an application for a Certificate of Adequacy (COA) with the Captain of the Port, United States Coast Guard, for garbage reception facilities. Applicants for berth at any facility of the Port of Pensacola shall provide, upon request, the reception facilities which meet the requirements contained in 33 CFR, PARTS 151, 158. Berth applicants shall provide a 24-hour notice of vessel's intent to discharge garbage at any facility of the Port of Pensacola and reception facilities for food, plant, meat, and other potentially infectious waste shall be provided by the berth applicant in accordance with the above and with the requirements set forth in 7 CFR 330 and 9 CFR 94.

Regulated food waste must be handled at the facility approved by the Animal and Plant Health Inspection Service (APHIS). Berth applicants or their designees shall provide the necessary reception facilities when requested to do so for other than APHIS-regulated garbage from any commercial, full-service solid waste form. The firm listed below has indicated to the Captain of the Port that it is interested in contracting its service in this regard and is approved by the United States Department of Agriculture (USDA), APHIS. The listing below does not indicate preferential recommendation on the part of the Port of Pensacola but merely reflects the company's desire to function in the above-mentioned capacity. Qualified contractors are subject to the applicable regulations for the collection and disposal of ship's waste (33 CFR, PART 151, 155, and 158; 46 CFR, PART 25).

SHIP'S REGULATED FOOD WASTE FACILITY:	GENERAL GARBAGE FACILITY:
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Dockside Services Inc.	Waste Pro
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2910 North Palafox Street	401 West Burgess Road
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Mobile, AL 36633	Pensacola, FL 32503
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PHONE: 251-438-2362	PHONE: 850-474-0800
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258	PALLET RENTAL AND USAGE (Effective: September 15, 2005)										
	<p>As a non-operating, landlord port, the Port of Pensacola does not maintain available for rent or otherwise provide pallets for cargo handling operations. Licensed stevedores and cargo handlers should be prepared to provide sufficient pallets to support their operations at the Port of Pensacola. The Port expressly disclaims liability for any damages, demurrage and/or detention charges, costs, and expenses related to or arising out of any inadequate supply of pallets for cargo-handling operations at the Port. Each user (reference ITEM 164) of the Port whose use of Port facilities for cargo-handling operations causes or gives rise to damages, demurrage and/or detention charges resulting from an inadequate supply of pallets agrees to defend, indemnify and hold harmless the Port from and against any and all such damages, demurrage and/or detention charges, costs and expenses, including attorney's fees related thereto.</p>										
259	PERMIT AND FRANCHISE FEES (Effective: July 1, 2019)										
	<p>Except as published in ITEMS 404a and 404b, the Port of Pensacola does not require the payment of a permit or franchise fee for the privilege of conducting business on Port property. Any person, firm, or business desiring to conduct business at the Port of Pensacola must obtain a Business Tax Receipt (business license) issued by the City of Pensacola before engaging in any commercial activity at the Port.</p>										
260	PILOT SERVICE (Effective: October 20, 2009)										
	<p>PENSACOLA BAY PILOTS provide 24-hour service for all vessels entering or leaving the Port of Pensacola. For information concerning pilotage rates, contact:</p>										
	<table border="1"> <thead> <tr> <th data-bbox="248 1041 753 1094"><u>Pilot Service</u></th> <th data-bbox="761 1041 1208 1094"><u>Pilot Name</u></th> <th data-bbox="1216 1041 1533 1094"><u>Phone No.</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="248 1104 753 1136">Pensacola Bay Pilots</td> <td data-bbox="761 1104 1208 1136">Capt. Brian McGee</td> <td data-bbox="1216 1104 1533 1136">850-481-4222</td> </tr> </tbody> </table>	<u>Pilot Service</u>	<u>Pilot Name</u>	<u>Phone No.</u>	Pensacola Bay Pilots	Capt. Brian McGee	850-481-4222				
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Pensacola Bay Pilots	Capt. Brian McGee	850-481-4222									
261	POTABLE WATER (Effective: September 15, 2005)										
	<p>All berths have or are accessible to pipeline hose connections for potable water (ITEM 440).</p>										
262	PROJECT CARGO RATES AND RATES FOR SPECIAL SERVICES (Effective: September 15, 2005)										
	<p>Project rates and rates for special services not covered in this Tariff will be quoted upon request by the Port Director or designated stevedore or freight handler, if applicable.</p>										
264	RADIO EQUIPMENT (Effective: September 15, 2005)										
	<p>The following radio channels are designated for radio communication at the Port of Pensacola:</p>										
	<table border="1"> <thead> <tr> <th data-bbox="248 1558 911 1610"><u>Radio Channel</u></th> <th data-bbox="919 1558 1533 1610"><u>Use</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="248 1621 911 1652">Channel 10</td> <td data-bbox="919 1621 1533 1652">Commercial</td> </tr> <tr> <td data-bbox="248 1663 911 1694">Channel 12</td> <td data-bbox="919 1663 1533 1694">Port Operations</td> </tr> <tr> <td data-bbox="248 1705 911 1736">Channel 14</td> <td data-bbox="919 1705 1533 1736">Port Operations</td> </tr> <tr> <td data-bbox="248 1747 911 1778">Channel 16</td> <td data-bbox="919 1747 1533 1778">International Distress, Safety & Calling</td> </tr> </tbody> </table>	<u>Radio Channel</u>	<u>Use</u>	Channel 10	Commercial	Channel 12	Port Operations	Channel 14	Port Operations	Channel 16	International Distress, Safety & Calling
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Channel 10	Commercial										
Channel 12	Port Operations										
Channel 14	Port Operations										
Channel 16	International Distress, Safety & Calling										
265a	RESERVED (Effective: July 1, 2019)										

265b	<p>RAILCARS - PLACING, LOADING AND UNLOADING (Effective: September 15, 2005)</p>
	<p>Each freight handler will communicate directly with the delivering rail carrier and/or shippers/consignees regarding the placement of loaded railcars at the Port, the pickup of empty railcars from the Port and the loading and unloading of railcars at the Port. Each freight handler will be responsible for all railcar traffic functions (excluding shunting of railcars within Port facilities, see ITEMS 208c and 426) for all cargo it handles including, but not limited to receipt, handling and payment of demurrage bills.</p>
266	<p>RAILROADS (Effective: September 15, 2005)</p>
	<p>The Port of Pensacola facilities are served by the CSX Transportation Inc. (CSX) and Burlington Northern Santa Fe (BNSF) and Alabama Gulf Railroad (AGRR) by reciprocal switching arrangements.</p>
267	<p>REQUIREMENT TO WORK OVERTIME (Effective: September 15, 2005)</p>
	<p>Agents, owners, despondent owners and/or charterers of vessels which have been authorized and accepted for berthing may be required to work overtime on weekdays, Saturdays, Sundays, and Legal Holidays when ordered and to the extent determined by the Port Director in order to expedite the handling of cargo and to avoid cargo and/or vessel congestion. Such order may include the requirement to work continuously* until completion when considered necessary in the judgment of the Port Director.</p> <p>Vessels failing to arrive on schedule as published, anticipated or actual facilities congestion and transit-shed overcrowding, including railcar backlog, shall be considered justifiable reasons for requiring vessels to work overtime. All expenses incurred as a result of the requirement to work overtime shall be for the account of the vessel and the Port shall not be liable for any costs associated therewith.</p> <p>*Excluding meal periods.</p> <p>ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.</p>
268	<p>RESPONSIBILITY FOR LOSS OR DAMAGE (Effective: September 15, 2005)</p>
	<p>Except for its own proven negligence, the Port of Pensacola will not be responsible for any damages to or delays from freight or cargo being loaded, unloaded, handled, stored or otherwise present on its facilities; or for loss of any freight or cargo; or for any delay of same caused by or resulting from fire; flood; leakage or discharge from sprinklers, fire-protection systems, water supply pipes, gutters, or downspouts; collapse of buildings; rats, mice, termites, moths, weevils or other insects; frost; rust; mold; corrosion; evaporation; shrinkage; leakage from containers; decay; contamination; discoloration; the elements; or, insufficient notification; nor will it be responsible for any delay, loss or damage arising from insurrections, riots, commotions or strikes of any persons in its employ, or in the service of others; nor for any consequence arising therefrom; nor will it be responsible for freight or cargo on its wharves, or in its transit sheds or warehouses or in the open against the risk of theft, pilferage or non-delivery. All cargo, ships' supplies, ship's gear and equipment, regardless of its location on Port property, will remain in the care, custody and control of the vessel, its agents or the shipper and full responsibility therefore shall be assumed by the vessel, its agents or the shipper.</p>
269	<p>RIGHT TO REFUSE CARGO (Effective: September 15, 2005)</p>

	<p>The Port of Pensacola reserves the right, without responsibility for demurrage, detention, loss or damage attaching, to refuse to accept, receive or unload or to permit a vessel to discharge and/or load:</p> <ol style="list-style-type: none"> 1. Cargo for which previous arrangements with the Port Director for space, receiving, unloading or handling have not been made by shipper, consignee or carrier; or 2. Cargo deemed extra offensive, perishable, hazardous, or detrimental to the safety and health of the public, public property and/or adversely affecting the environment. <p>Where not prohibited by law, the movement of such articles or commodities over or in connection with facilities of the Port of Pensacola is subject strictly to the making of prior arrangement there or with and at the option and convenience of the Port of Pensacola. Loading, unloading, handling, storage and heavy-lift services required or requested on the following cargo will be subject to special quotation.</p> <ol style="list-style-type: none"> 1. Cargo, the value of which may be determined to be less than the probable terminal charges; 2. Cargo not packed in packages or containers suitable for ordinary handling incident to its transportation. Such cargo, however, may be repacked or reconditioned at the discretion of the Port of Pensacola; and all expense, loss or damage incident thereto will be for the account of the shipper, consignee, owner or charterer.
<p>270</p>	<p>SHIPPERS REQUESTS AND COMPLAINTS (Effective: September 15, 2005)</p>
	<p>Any interested party may initiate requests or complaints on matters relating to rates, rules and regulations contained in this Tariff by filing a statement fully documenting the request or complaint and mailing to the Port of Pensacola as follows:</p> <p>PORT OF PENSACOLA ATTN: Office of the Port Director Post Office Box 889 Pensacola FL 32594-0889</p>
<p>271</p>	<p>SHUT-OUT CARGO (Effective: September 15, 2005)</p>
	<p>The ocean carrier is responsible for the payment of all storage charges on cargo not lifted by nominated vessels as scheduled. Carriers are required to furnish statements of cargo not lifted within 5 days after departure of vessel. The Port Director reserves the right to order shut-out cargo removed from the terminal facilities at the expense and risk of the vessel, its owners and/or agents upon 24-hours notification to the vessel, its owners and/or agents (reference ITEM 228b).</p>
<p>272</p>	<p>SIGNS (Effective: October 20, 2009)</p>
	<p>Any signage erected on Port property must be approved in advance by the Port Director (or designee) and must comply with any and all locale sign ordinances and regulations.</p>
<p>273</p>	<p>SMOKING (Effective: September 15, 2005)</p>
	<p>It shall be unlawful for any person to smoke or to light any match upon or in any Port facility where such is prohibited by the Port of Pensacola, the Pensacola Fire Department or the United States Coast Guard.</p>

274	SPECIAL SERVICES (Effective: September 15, 2005)												
	Special services such as bulking, heavy-lift, separating, sorting, stenciling, tagging, checking, recouping, etc. will be performed and billed by general license stevedores to the party requested such service.												
275	STEVEDORES/FREIGHT HANDLERS and STEAMSHIP AGENTS (Effective: July 1, 2019) (C)												
	<p>The Port of Pensacola requires that the loading or unloading of cargo to or from trucks, railcars, vessels and ocean-going barges from or to the place of rest be performed by stevedoring companies or freight handlers which are duly-licensed and authorized by the Port of Pensacola to perform such activities. The Port of Pensacola does not perform or arrange for any loading or unloading of cargo at the Port.</p> <p>All vessels engaged in coastwise and foreign trade calling at the Port of Pensacola must be represented by an agent duly-authorized to do business at the Port of Pensacola.</p> <table border="1" data-bbox="264 726 1511 993"> <tr> <td colspan="2" data-bbox="264 726 1511 772">Licensed Stevedore/Freight Handlers</td> </tr> <tr> <td colspan="2" data-bbox="264 772 1511 819">PATE STEVEDORE COMPANY (a member of the LOGISTEC family of companies)</td> </tr> <tr> <td colspan="2" data-bbox="264 819 1511 865">720A South Barracks Street</td> </tr> <tr> <td colspan="2" data-bbox="264 865 1511 911">Pensacola, FL 32575</td> </tr> <tr> <td colspan="2" data-bbox="264 911 1511 957">Phone: 850-438-3648 / Fax: 850-438-5214</td> </tr> <tr> <td colspan="2" data-bbox="264 957 1511 993">Email: mpate@patestevedore.com</td> </tr> </table>	Licensed Stevedore/Freight Handlers		PATE STEVEDORE COMPANY (a member of the LOGISTEC family of companies)		720A South Barracks Street		Pensacola, FL 32575		Phone: 850-438-3648 / Fax: 850-438-5214		Email: mpate@patestevedore.com	
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	<p>Participating steamship agents are as follows:</p> <table border="1" data-bbox="248 1094 1533 1892"> <tr> <td colspan="2" data-bbox="248 1094 1533 1150">Steamship Agents</td> </tr> <tr> <td data-bbox="248 1150 987 1339"> AZTEC MARITIME SERVICE, INC. 303 Saint Louis St. Mobile, AL 36602 Phone: 251-432-7273 Email: ops@aztecmaritime.com </td> <td data-bbox="987 1150 1533 1339"> LOTT SHIPPING AGENCY, INC. 259 Conception St. Mobile, AL 36601 Phone: 251-433-1621 Email: operations@lottship.com </td> </tr> <tr> <td data-bbox="248 1339 987 1560"> BIEHL & COMPANY 118 N. Royal St. Suite 705 Mobile, AL 36602 Phone: 251-432-1605 Email: ops-mobile@biehlco.com </td> <td data-bbox="987 1339 1533 1560"> MARITIME ENDEAVERS SHIPPING 1901 Alabama State Docks Blvd. Building 50, Suite 109 Mobile, AL 36602 Phone: 251-434-9600 Email: ops-mobile@mescltd.com </td> </tr> <tr> <td data-bbox="248 1560 987 1787"> FILLETTE, GREEN SHIPPING SVC. (USA) CORP. 261 N. Conception St. Mobile, AL 36603 Phone: 251-375-2224 Email: mob@fillettegreen.com </td> <td data-bbox="987 1560 1533 1787"> NORTON LILLY INTERNATIONAL One St. Louis Centre Suite 3002 Mobile, AL 36602 Phone: 251-431-6335 Email: mob-ops@nortonlilly.com </td> </tr> <tr> <td data-bbox="248 1787 987 1892"> GENERAL STEAMSHIP CORP 118 North Royal St. </td> <td data-bbox="987 1787 1533 1892"> PAGE & JONES, INC. 3902 N. 9th Ave. Suite 3D </td> </tr> </table>	Steamship Agents		AZTEC MARITIME SERVICE, INC. 303 Saint Louis St. Mobile, AL 36602 Phone: 251-432-7273 Email: ops@aztecmaritime.com	LOTT SHIPPING AGENCY, INC. 259 Conception St. Mobile, AL 36601 Phone: 251-433-1621 Email: operations@lottship.com	BIEHL & COMPANY 118 N. Royal St. Suite 705 Mobile, AL 36602 Phone: 251-432-1605 Email: ops-mobile@biehlco.com	MARITIME ENDEAVERS SHIPPING 1901 Alabama State Docks Blvd. Building 50, Suite 109 Mobile, AL 36602 Phone: 251-434-9600 Email: ops-mobile@mescltd.com	FILLETTE, GREEN SHIPPING SVC. (USA) CORP. 261 N. Conception St. Mobile, AL 36603 Phone: 251-375-2224 Email: mob@fillettegreen.com	NORTON LILLY INTERNATIONAL One St. Louis Centre Suite 3002 Mobile, AL 36602 Phone: 251-431-6335 Email: mob-ops@nortonlilly.com	GENERAL STEAMSHIP CORP 118 North Royal St.	PAGE & JONES, INC. 3902 N. 9 th Ave. Suite 3D		
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	Suite 508 Mobile, AL 36602 Phone: 251-438-5071 (24 hour) Email: mobops@gensteam.com	Pensacola, FL 32503 Phone: 850-432-4954 Email: agency@pageandjones.com									
	GREAT CIRCLE SHIPPING 3 W. Garden St. Suite 707 Pensacola, FL 32501 Phone: 850-429-0510 Email: tom@greatcircleship.com	SEAGULL MARINE, INC. 115 Canvasback Dr. St. Rose, LA 70087 Phone: 504-465-1017 Email: Ops@seagullmarine.com									
	INCHCAPE SHIPPING SERVICES 11 N. Water St. Suite 9290 Mobile, AL 36602 Phone: 251-461-2747 Email: iss.mobile@iss-shipping.com	WILHELMSSEN SHIPS SERVICES 2614 Hals Mill Rd. Mobile, AL 36606 Phone: 251-471-2661 Email: wss.mobile@wilhelmsen.com									
276	STEVEDORE LICENSE OR FREIGHT HANDLING PERMIT (Effective: July 1, 2019)										
	<p>Each company providing stevedoring or freight handling services and desiring to do business on or in connection with the facilities of the Port of Pensacola shall file a completed Stevedore License or Freight Handling Permit Application accompanied by the necessary supporting information called for therein. See Appendix A of this Tariff for Application, Policy, Rules and Regulations and additional insurance requirements. License/Permit. Fees shall be as follows:</p>										
	<table border="1"> <thead> <tr> <th data-bbox="240 1123 829 1192">Purpose</th> <th data-bbox="829 1123 1247 1192">Original Application</th> <th data-bbox="1247 1123 1541 1192">Annual Fee</th> </tr> </thead> <tbody> <tr> <td data-bbox="240 1192 829 1262">Stevedore License</td> <td data-bbox="829 1192 1247 1262">\$5,000.00</td> <td data-bbox="1247 1192 1541 1262">\$1,000.00</td> </tr> <tr> <td data-bbox="240 1262 829 1348">Freight Handling Permit (may not load and unload ships/vessels)</td> <td data-bbox="829 1262 1247 1348">\$2,500.00</td> <td data-bbox="1247 1262 1541 1348">\$ 750.00</td> </tr> </tbody> </table>		Purpose	Original Application	Annual Fee	Stevedore License	\$5,000.00	\$1,000.00	Freight Handling Permit (may not load and unload ships/vessels)	\$2,500.00	\$ 750.00
Purpose	Original Application	Annual Fee									
Stevedore License	\$5,000.00	\$1,000.00									
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	<p>From and after the effective date of this provision, no stevedoring company or freight handler, whether currently doing business on or in connection with the facilities of the Port of Pensacola or whether applying for authority to so perform, shall be permitted to conduct business thereon until such Stevedore License or Freight Handlers Application, accompanied by the appropriate application fee and other required documents, has been received and approved by the Port of Pensacola.</p>										
277a	STORAGE INVOICES (Effective: July 1, 2019)										
	<p>The Port of Pensacola will invoice storage charges to the agent or company shown on the manifest or fright waybill records in the Port office. When billing is rendered to an owner of cargo on instructions of the agent, such agent assumes full guarantee of the owner's credit and after 60 days will remit all unpaid charges, including delinquency penalties, to the Port of Pensacola. Changes of title for the purpose of invoicing another person or company for any or all charges contained in this Tariff will be subject to the provisions of ITEM 209.</p>										

	<p>Except as otherwise provided in this Tariff, storage charges will be for the account of the cargo owner. In the event storage charges are not paid, the Port of Pensacola reserves the right to refuse to accept any future cargo from the delinquent cargo owner until such time as all outstanding storage invoices have been paid. The Port further reserves the right, at the discretion of the Port Director, to hold and refuse to release any cargo upon which there are any unpaid storage charges.</p> <p>When a vessel fails to meet the announced date of arrival/sailing, for any reason, storage charges accruing after such date shall be assessed for the account of the vessel until the vessel commences to load.</p> <p>Any arrangements for the payment of storage charges in conflict with the regulations stated herein must be approved in advance by the Port Director.</p>
<p>277b</p>	<p>STORAGE, STAGING AND ASSEMBLY OF NON-CARGO AND MATERIALS (N) (Effective: May 1, 2014)</p>
	<p>The Port of Pensacola, at its sole discretion, shall determine what constitutes cargo and what constitutes non-cargo equipment and materials.</p> <p>Staging, storage, and assembling of non-cargo equipment and materials on Port terminal facilities will be subject to adherence to directives of the Port’s Director or designee. Storage, staging and assembling of materials and equipment as required for vessel repair or alterations and other materials not deemed as cargo, will be allotted a “Free Time” period of no more than 72 hours prior to the arrival of the vessel and of not more than 72 hours after the departure of the vessel. In recognition of emergencies, congestion of facilities, or other similar factors, free time may be reduced or extended at the discretion of the Port Director, or designee.</p> <p>Free Time is defined as a specified number of days or hours during which materials and equipment may remain on wharf or terminal premises without incurring Port Charges. See ITEM 228a-228e for details.</p> <p>The Port retains the right to enter into agreement with consignees and their agents concerning rates and services relating to staging, storage and assembling of equipment materials at Port facilities.</p>
<p>278</p>	<p>STORM PROTECTION (Effective: September 15, 2005)</p>
	<p>The owners and/or agents of all cargo stored in open areas at the Port of Pensacola shall be responsible for securing it so as to avoid damage to it or other property resulting from hurricanes or other disturbances. If the owner and/or agents fail to provide such security, the Port of Pensacola shall have the right to secure such cargo, or order the last stevedoring company handling the cargo to protect it against such possible damage and to charge the cost thereof against the owner and/or agent of the cargo, plus 25%. The Port of Pensacola assumes no responsibility for damage to cargo resulting from hurricanes, floods or other disturbances.</p>
<p>279</p>	<p>SUBSTITUTION OF VESSELS (Effective: September 15, 2005)</p>
	<p>When, in the opinion of the Port Director, circumstances arise that are considered beyond the control of the steamship owner or agent and are such so as to prevent a vessel from lifting her assigned outward cargo, then another vessel may be substituted to lift such cargo, provided that the substitute vessel and/or charterer/operator accepts the loading date of the original vessel and pays all applicable charges based on such loading date.</p>

	Once a vessel begins to load her outward cargo, any quantity of such cargo not lifted shall be classified as "shut-out cargo" (reference ITEM 271).
282a	TARIFF - APPLICATION AND INTERPRETATION OF (Effective: May 1, 2014)
	The charges, rates, rules and regulations published in this Tariff shall apply equally to all users of, and all traffic on the waterways and facilities owned by, operated by or under the jurisdiction of the Port of Pensacola, on or after the effective date of this Tariff or any supplements thereto. The Port of Pensacola reserves the right to negotiate and establish rates through separate contracts, terminal leases, or operating agreements, or to offer volume or frequency discounts as may be deemed appropriate by the Port Director. The Port Director shall be the sole judge to interpret and determine the applicability of any of the rates, rules, regulations or services provided for in this Tariff.
282b	TARIFF - CONSENT TO TERMS (Effective: September 15, 2005)
	The use of waterways, piers, wharves, bulkheads, docks, transit sheds and/or other facilities under the jurisdiction of the Port of Pensacola shall constitute consent to the terms and conditions of this Tariff, and such use establishes an agreement regarding the port facilities to promptly pay all charges specified in this Tariff upon presentation of invoices. All users agree to be bound by and governed by all rules and regulations published herein.
283	TIDES (Effective: September 15, 2005)
	The normal mean tidal range in Pensacola Bay is 0.6'. The extreme tidal range is about 2'. Strong southeasterly winds sometimes raise the water level approximately 1' in the bay, while strong northeasterly winds lower the level about 1' in the bay.
284	TRAFFIC VIA MOTOR CARRIER (Effective: September 15, 2005)
	To ensure efficiency in the use of Port facilities shippers/receivers are urged to give 24-hour advance notice of their intention to pick up cargo from or deliver cargo to the Port. The Port reserves the right to postpone the pickup or delivery of cargo until an opportune time in the event of an unscheduled request for pick-up or delivery but the Port will make every reasonable effort to accommodate all pick-up and delivery requests. Unless special arrangements have been approved by the Port Director or designated representative and the designated cargo handler, pickup and delivery activities should commence not later than 1500 hours, Monday through Friday. The freight handler is responsible for notifying the Port Director or his designated representative for approval prior to the commencement of any activity outside of normal working hours. The Port of Pensacola assumes no responsibility for demurrage associated with motor carrier pick-up or delivery. ITEM 245 LIABILITY, EXCULPATORY PROVISION, of this Tariff applies to this disclaimer.
285	TRESPASSING (Effective: September 15, 2005)
	Unless otherwise specified in a contractual agreement between a user of the Port and the Port of Pensacola, the Director of the Port of Pensacola or his designee has the authority to restrict or prohibit any person's access to any portion of Port property.

	<p>To enhance security, promote public safety and efficient operations, the Director of the Port of Pensacola may restrict or prohibit any individual's access to any portion of Port property. This includes all land, facilities, buildings and offices; open and covered cargo storage areas; cargo sheds; all docks, including entry and exit ways; all equipment, machinery, railroad right-of-ways and roadways which are owned, controlled or operated by the Port.</p> <p>Persons entering Port facilities without proper authorization shall be considered trespassers and may be subject to civil or criminal action as appropriate. The Port Director or his designee may initiate the enforcement of the trespass laws of the State of Florida against any person or persons who the Port Director or his designee determines is a threat to the peace, security, public safety or efficient operations of the Port of Pensacola.</p>
286	<p>TUG SERVICE (Effective: July 1, 2019)</p>
	<p>The Port of Pensacola performs no tug assistance in docking and undocking vessels at berths or slips. Such service is performed by licensed towing companies. Port of Pensacola has a mandatory tug utilization policy. All vessels in excess of 350' LOA are required to use at least one (1) tug to assist with channel transit, docking and undocking upon arrival and departure. At the discretion of the harbor pilot when warranted by tide, current and weather conditions, vessels 399' LOA and below AND equipped with DP2 or better dynamic positioning system technology may be exempted from this mandatory tug requirement. Outside of this requirement, all other tug use shall remain at the discretion of the vessel and harbor pilot. The resident harbor tug service provider at the Port of Pensacola is Portside Marine & Towing (850-777-1285).</p>
288a	<p>VESSEL(S) - SPEED (Effective: September 15, 2005)</p>
	<p>No vessel shall proceed at a speed which will endanger other vessels or structures. Any official signs indicating limited speeds through critical portions of the waterways shall be strictly obeyed. All applicable Federal, State, and local rules and regulations apply.</p>
288b	<p>VESSEL(S) - TO VACATE (Effective: July 1, 2019)</p>
	<p>The Port may order any vessel to vacate any berth when the Port deems that the continued presence of such vessel at berth would be a potential hazard to the vessel, the berth, the Port's facilities, or the rights or property or safety of others, or would unreasonably interfere with the use of the Port's facilities by others. Such situations include, but are not limited to the following: when a potential natural disaster, such as a hurricane, tornado, earthquake or flooding, makes the continued presence of the vessel a threat to the vessel and/or the Port's facilities; when the berth is committed to others under a preferential berth arrangement or other agreement; when the vessel's cargo or other items represent a hazard to other vessels, cargo or facilities; and when the vessel refuses to work continuously to completion of its loading and/or discharge.</p> <p>The Port shall provide written notice (letter, facsimile or electronic transmission, etc.) to the vessel's agents, owners, despondent owners and/or charterers of vessels or party arranging for berthing of the vessel advising of the requirements to vacate and referring to this tariff item in the communication. The notice shall state the time that the berth must be vacated and shall be presented at least four hours prior to said time.</p> <p>If a vessel fails to vacate the berth as ordered, without reasonable excuse, it shall be responsible for any damage or expense which may be incurred by the Port and to others caused by such failure to vacate. The</p>

	<p>Port shall have the option (but not the duty) to move the vessel to other locations at the risk and expense of the vessel.</p> <p>If such movement occurs, the vessel shall hold harmless the Port for any damage or liability it may incur as a result of such movement.</p> <p>Failure to comply with an order to vacate will result in a penalty charge to the vessel of triple the applicable dockage rate. This charge shall not constitute a waiver by the Port of any greater actual damages it may sustain as a result of the vessel's failure or refusal to vacate. Refusal to vacate may result in denial of future berthing privileges.</p> <p>When a working vessel is required to vacate an assigned berth for the purpose of making way for another vessel which has preferential berthing privileges at such berth and subsequently returns to that berth to complete loading or discharging of cargo, dockage charges will be assessed on the total time the vessel actually occupies that berth and the separate berthing's will be treated as one continual berthing.</p>
288c	VESSEL(S) - LIGHTS AT NIGHT (Effective: July 1, 2019)
	All vessels, barges, or other water craft, while anchored in the waterways or moored at the docks of the Port of Pensacola, must at all times of the night show proper lights as determined by the U.S. Coast Guard.
288d	VESSEL(S) - MANNING OF AND MOBILE CONDITION (Effective: July 1, 2019)
	<p>Every vessel must at all times have on board at least one licensed officer in charge to take any action as may be directed by the Port Director, and every vessel must at all times be kept in a mobile condition and have on board sufficient crew members to operate or handle the vessel should movement of the vessel be ordered by the Port Director.</p> <p>Written request must be made to and approved by the Port Director prior to any complete shutdown of all propulsion machinery for repairs or otherwise.</p> <p>Vessels calling at Offshore Inland Marine's vessel modification, maintenance, repair & overhaul (MMRO) facility for 30 or more consecutive days may be exempted from the requirements of this section. Such exemption must be requested in writing by Offshore Inland and approved by the Port Director in advance of the subject vessel's scheduled arrival. Such requests must include the specific provision(s) from which the exemption is being sought, the date or dates during which the exemption is requested, and Offshore Inland's plan to address and mitigate any potential issues caused by the exemption.</p> <p>Vessels failing to comply with this provision are subject to three times the normal dockage rate as provided in ITEM 400 and subject to the provisions of ITEM 211.</p>
288e	VESSEL(S) – MOORING (Effective: September 15, 2005)
	All vessels shall be safely moored and properly secured to the dock at all times. Mooring lines are to include rat guards. The Port of Pensacola is not a bailee and does not assume any liability for improperly-moored vessels.
288f	VESSEL(S) – MOVEMENTS, REGULATION OF (Effective: September 15, 2005)

	<p>The Port of Pensacola shall regulate vessel movements within its jurisdiction by:</p> <ol style="list-style-type: none"> 1. Scheduling vessels for use of berth, anchorage or other facilities at the Port; 2. Ordering and enforcing a vessel to vacate or change position at a berth, anchorage or other facility in order to facilitate navigation, commerce or protection of other vessels or property; 3. Designating port facilities for the loading or discharging of vessels; 4. Assigning berths at wharves for arriving vessels; <p>Published pursuant to Chapter 313.22, Florida Statutes, as amended.</p>
288g	<p>VESSEL(S) - NUISANCE CREATED BY (Effective: September 15, 2005)</p>
	<p>No vessel shall permit excessive smoke, clean boilers, blow tubes, or create similar conditions while the vessel is in the channel, turning basin, or in a berth.</p> <p>Except as provided by law, the blowing of whistles and horns is prohibited.</p>
288h	<p>VESSEL(S) - SUBJECT TO PILOTAGE (Effective: September 15, 2005)</p>
	<ol style="list-style-type: none"> 1. All vessels, except vessels exempted by the laws of the United States or vessels drawing less than 7' of water, shall have a licensed State pilot or certified deputy pilot on board to direct the movements of the vessel when entering or leaving ports of this State; or when underway upon the navigable waters of the bays, rivers, harbors and ports. 2. Nothing contained herein shall be construed to deny the services of a licensed State pilot to a vessel otherwise exempt who applies for such service. <p>Published pursuant to Chapter 310.141, Florida Statutes, 2000.</p>
292	<p>WEIGHING (Effective: February 15, 2009)</p>
	<p>Highway scales are available at the Port of Pensacola and operated by private terminal operators. Contact information for these operators is available upon request.</p>
293	<p>WHARF CLEANING (Effective: July 1, 2019)</p>
	<p>All users of docks, wharves, sheds and other property of the Port of Pensacola shall be held responsible for cleaning of said property which they have been allowed to use or which has been assigned or leased to them, including adjacent aprons, yards open storage areas, rail tracks, roadways and gutters, as directed by the Port of Pensacola.</p> <p>If such user does not clean the docks, wharves or other property he has been using to the standards set by the Port of Pensacola within 72 hours of notice, the Port of Pensacola shall order the property cleaned and shall bill the user responsible at cost plus 20% as set forth in ITEM 430. In the case of docks, wharves and berth aprons used for vessel operations, such facilities must be cleaned to the standards set by the Port of Pensacola within 72 hours of the conclusion of vessel operations and no additional notice from the Port to the vessel's attending stevedore shall be required.</p>

	All litter, dunnage, and refuse of all kinds must be cleaned up and disposed of at the end of each day and freight must be re-stacked as found, otherwise the work will be performed by the Port and the Port will bill the user responsible at cost plus 20% as set forth in ITEM 430 .
294	WHARF OBSTRUCTION (Effective: July 1, 2019)
	Stevedore's, Port tenants and other Port users' tools, appliances, equipment, gear, vehicles or other material or objects which are not part of the cargo or other approved operations will not be permitted to remain on the wharves or terminal facilities except at the discretion of the Port Director. If such obstruction is not removed within 24 hours after notification by the Port Director, such equipment and material will be stored and <u>\$250.00</u> charged for each day it remains unclaimed; together with expense of removal, storage or sale.
295	WHARF/TERMINAL LIGHTS; TRANSIT SHED USE (Effective: July 1, 2019)
	Transit sheds are open for business from 0800 hours to 1700 hours, Monday through Friday, excluding holidays. Requests to utilize sheds on weekends, holidays, and before 0800 hours or after 1700 hours must be made to the Port Operations Superintendent a minimum of four (4) hours preceding the time requested. The agent, stevedore or freight handler making the overtime request is responsible for payment of a charge amounting to \$75.00 per night or fraction thereof. Said charge includes wharf and terminal lights whether or not both are utilized by the requesting party. Nighttime operations conducted by non-cargo vessels must also be approved a minimum of four (4) hours in advance by the Port Operations Superintendent, and these operations will also be subject to a wharf and terminal lights fee of \$75.000 per night or fraction thereof. Vessels ordered to work overtime by the Port Director are exempt from this charge.
296a	WHARFAGE – EARNED (Effective: September 15, 2005)
	All cargo moved over or placed on a wharf, in transit sheds, covered storage sheds, open storage areas, shipside or on any port-owned property, land or facilities shall be considered to have earned wharfage when so placed and wharfage will be collected on it whether or not it is eventually loaded on a vessel. No wharfage charges will be assessed on ships' stores.
296b	WHARFAGE – RATE FOR CARGO MOVING DIRECTLY BETWEEN WATER AND WATER CARRIER (Effective: September 15, 2005)
	Half-wharfage is applicable on any commodity being loaded or unloaded directly between vessels and barges or any combination thereof.
296c	WHARFAGE – RATE FOR TRANSSHIPMENT CARGO (Effective: September 15, 2005)
	Import cargo which is to be reshipped in waterborne commerce from the Port of Pensacola will be assessed one-half (1/2) of the applicable wharfage rate outbound. In order for cargo to be entitled to the transshipment cargo wharfage rate, the owner's agent must designate in writing prior to vessel arrival that such cargo is to be reshipped.

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Terminal Tariff 5-A

SECTION THREE – WHARFAGE, LOADING, AND UNLOADING RATES

(All rates are per weight or measurement ton, whichever is greater, unless otherwise specified)

300	ARTICLES NOT OTHERWISE SPECIFIED (NOS) (Effective: July 1, 2019)				
		Specifications	Wharfage	Unloading	Loading
		Loose/Packages	\$2.50	\$7.00	\$7.15
		Pallets/Pre-Palletized	\$2.50	\$4.35	\$4.50
302	ALUMINUM, VIZ (Effective: July 1, 2019) PLATE, SHEET ROOFING, SCRAP WHEN IN BUNDLES OR OTHER PACKAGES WIRE OR CABLE WHEN ON REELS WEIGHING NOT LESS THAT 1,000 POUNDS				
		Specifications	Wharfage	Unloading	Loading
		To/From Trucks or Flat/Rack Cars	\$2.00	\$3.50	\$3.50
		To/From Boxcars	\$2.00	\$5.55	\$5.55
306	BAGGED PRODUCTS, VIZ (Effective: July 1, 2019)				
	GRAIN, GRAIN PRODUCTS, GRAIN FLOUR OR MEAL, BEANS, LENTILS, PEAS, OTHER BAGGED PRODUCTS	Specifications	Wharfage	Unloading	Loading
		Bags/Sacks/Packages – Palletized – Flatbed Truck Loading Only	\$1.50	\$7.00	\$7.00
			\$1.50	\$3.50	\$3.50
	Product	Specifications	Wharfage	Unloading	Loading
	MILK: (DEHYDRATED/POWERED)	Bags/Sacks/Packages	\$1.50	\$7.00	\$7.00
		Palletized – Flatbed Truck Loading Only	\$1.50	\$3.50	\$3.50
	ROLLED OATS	Bags/Sacks/Packages	\$1.50	\$7.00	\$7.00
	RICE/RICE PRODUCTS	Bags/Sacks/Packages	\$1.50	\$7.00	\$7.00
	MISCELLANEOUS (NOS)	Bags/Sacks/Packages	\$1.75	\$7.00	\$7.00
Pallets/Pre-Palletized		\$1.75	\$3.50	\$3.50	
308	BEVERAGES (Effective: July 1, 2019)				
		Specifications	Wharfage	Unloading	Loading
		All Kinds	\$2.00	\$4.35	\$4.50
310	BULK MATERIALS, DRY (Effective: July 1, 2019)				
	Product	Specifications	Wharfage	Unloading	Loading
	NOT OTHERWISE SPECIFIED (NOS)	Railroad Cars/Dump Trucks	\$2.00	\$5.00	\$5.00

	AGGREGATE, VIZ. (LIMESTONE/GRANITE/DREDGE MATERIAL/RIP RAP/ROCK)	From Self-Unloading Vessels To or From Railcars/Trucks	\$0.75	\$3.00	\$3.00
	BAUXITE	From Self-Unloading Vessels To or From Railcars/Trucks	\$2.00	\$5.00	\$5.00
	CEMENT/CEMENT PRODUCTS, GYPSUM ROCK, PUMICE, SALT AND ALL OTHER	Bulk Covered Hopper Cars/Dump Trucks	\$2.00	\$5.00	\$5.00
312	COTTON/COTTON LINTERS/RESINS IN BALES (Effective: July 1, 2019)				
		Specifications	Wharfage	Unloading	Loading
		Railcars/Vans/Flatbed Trucks	\$2.00	\$6.00	\$6.00
314	IRON/STEEL ARTICLES, VIZ (Effective: July 1, 2019) ANGLES, BARS, BEAMS, BILLETS, CHANNELS, COILS, FLANGES, FLATS, PILING, PIPE, PLATES, RAILS, REBAR'S, ROUNDS, SLABS, AND TIN PLATE				
		Specifications	Wharfage	Unloading	Loading
		Lifts/Bundles – To/From Flatbed Trucks; Proper Skids/Dunnage and Bundled/Packaged Properly for Forklift Equipment;	\$1.90	\$3.20	\$3.20
		To/From Source (Other Than Flat Cars/Flatbed Trucks); Requiring Use of Crane; Proper Dunnage and Bundled/Packaged Properly for Wire Slings.	\$1.90	\$3.65	\$3.65
	NOTE: In connection with above rates and charges, iron or steel articles such as flat stack, angles, reinforcing bars, foot lengths, or other articles that are not sufficiently packaged or reinforced to prevent bending or other damage when handled with forklift, trucks or cranes, will be handled only at owner's risk with no liability for damages resulting from to the Port of Pensacola.				
316	LIME (Effective: July 1, 2019)				
	Product	Specifications	Wharfage	Unloading	Loading
	LIME HYDRATE	Bags/Pallets	\$2.00	\$3.40	\$3.40
	LIME	Jumbo Sacks	\$2.00	\$1.65	\$1.95
		Bulk	\$2.00	\$5.00	\$5.00
318	LUMBER, VENEER/FOREST PRODUCTS				

(Effective: July 1, 2019)				
Product	Specifications	Wharfage	Unloading	Loading
LUMBER: (Uniform in Size; Unitized Requiring Only Mechanical Equipment)	All	\$2.40 Per MBF	\$3.50 Per MBF	\$3.75 Per MBF
PLYWOOD – BUNDLES: (SHEETROCK/DRYWALL/GYPSUM BOARD, etc.)	All	\$2.40 Per MBF	\$3.50	\$3.75
SHINGLES: (PALLETS/SKIDS)	All	\$2.00	\$3.55	\$3.80
TIES: (RAIL/CROSS/STITCH) And TIMBERS (6x6 and over)	Flatbed Trucks/Flat Cars	\$2.00	\$3.20	\$3.45
	Open Top Cars	\$2.00	\$5.20	\$5.45
LOGS/POLES/POSTS/PILING: (65 ft. or Less)	Flatcars/Trucks - Bundles	\$2.00	\$3.50	\$3.75
	Flatcars/Trucks - Loose	\$2.00	\$5.40	\$5.65
	Open Cars/Open Top Flatcars - in bundles	\$2.00	\$4.50	\$4.75
LOGS/POLES/POSTS/PILING: (Over 65 ft.)	Flatcars/Trucks - Bundles	\$2.00	\$4.05	\$4.30
	Flatcars/Trucks - Loose	\$2.00	\$6.05	\$6.30
	Open Cars/Open Top Flatcars - in bundles	\$2.00	\$5.50	\$5.75
LUMBER/PLYWOOD: (Exception)	Flatbed Trucks – Bundled and/or Packaged Properly for Fork Handling	\$2.00	\$44.00 (Per Truck)	\$47.00 (Per Truck)
320 MAGNESITE, DEAD/BURNT/CALCINED (Effective: July 1, 2019)				
Product	Specifications	Wharfage	Unloading	Loading
POLYBAGS	Flatbed Trucks	\$2.00	\$3.05	\$3.05
POLYBAGS	Open Top Flatbed Trucks	\$2.00	\$3.15	\$3.15
BULK	Covered Hopper Cars/Dump Trucks	\$2.00	\$5.00	\$5.00
322 METAL/ALLOY, VIZ (Effective: July 1, 2019) ALUMINUM (BAR, BLOCK, INGOT, PIG OR SLAB), TIN (BAR, BLOCK, PIG, SLAB), ZINC AND ZINC ALLOYS (PIG OR SPELTER) WHEN IN BUNDLES				
	Specifications	Wharfage	Unloading	Loading
	Boxcars/Vans	\$2.00	\$3.50	\$3.50
	Flatbed Trucks	\$2.00	\$2.90	\$2.90
324 PAPER/PAPER ARTICLES/WOOD PULP (Effective: July 1, 2019)				

	Product	Specifications	Wharfage	Unloading	Loading
	PAPER: (WASTE/SCRAP)	Baled	\$2.00	\$3.75	\$4.50
	FIBERBOARD/LINERBOARD/ NEWSPRINT/PULPBOARD, WRAPPING PAPER	Rolled	\$1.90	\$3.50	\$3.50
	WOOD PULP/WOOD FLOUR	Boxcars/Vans and Rolls/Other Units	\$2.00	\$3.50	\$3.50
326	RUBBER (Effective: July 1, 2019)				
	Product	Specifications	Wharfage	Unloading	Loading
	NATURAL/SYNTHETIC (Not LIQUID/LATEX)	Baled/Packaged (Not Palletized)	\$2.00	\$5.40	\$5.40
		Palletized/Unitized	\$2.00	\$3.70	\$3.70
328	VEGETABLE OILS (Effective: July 1, 2019)				
		Specifications	Wharfage	Unloading	Loading
		Barrels, Drums, Boxes or Cases	\$2.00	\$4.10	\$4.35
		Palletized for Mechanical Handling	\$2.00	\$3.50	\$3.75
330	VEHICLES, VIZ (Effective: July 1, 2019) AUTOMOBILES, BUSES, TRACTORS, TRUCKS, MOTORIZED VEHICLES, MOBILE HOMES, CRANES, RAILROAD CARS, PER UNIT, UNLESS OTHERWISE SPECIFIED				
	Product	Specifications	Wharfage	Unloading	Loading
	AUTOMOBILES AND TRUCKS		\$20.00	\$30.00	\$30.00
	TRACTORS / COMBINES / AGRICULTURAL IMPLEMENTS / MILITARY JEEPS & HUMVEES		\$20.00	\$30.00	\$30.00
	ARMORED PERSONNEL CARRIERS / MILITARY TANKS		\$35.00	\$30.00	\$30.00
	MOTOR HOMES/ MOBILE HOMES / HOUSE TRAILERS / PASSENGER BUS/SELF- PROPELLED CAMPING VEHICLE		\$75.00	\$5.00 Per ton	\$5.25 Per ton
	GRADING/ROAD MAKING MACHINERY		\$30.00	\$5.00 Per ton	\$5.25 Per ton
	RAILROAD CARS – EMPTY		\$20.00	\$5.00 Per ton	\$5.25 Per ton
	RAILROAD CARS – LOADED	Per net ton of contents	\$2.00	\$5.00	\$5.25

Terminal Tariff 5-A

SECTION FOUR – GENERAL CHARGES

400	<p>DOCKAGE RATES (GSMTC) (Effective: February 1, 2021) All vessels subject to a <u>\$100</u> minimum:</p> <p>ALL OCEAN-GOING VESSELS - INCLUDING OCEAN-GOING BARGES:</p>			
	LENGTH OVERALL	LENGTH OVERALL	LENGTH OVERALL	RATE PER FOOT (*) PER 24 - HOURS
	Over (in Feet)	Not Over (in Feet)	Not Over (in Meters)	(Except as Otherwise Provided)
	0	199	60.70	\$ 3.12 \$3.21
	200	399	121.60	\$ 4.10 \$4.22
	400	499	152.10	\$ 5.58 \$5.74
	500	599	182.60	\$ 7.49 \$7.71
	600	699	213.10	\$ 8.69 \$8.95
	700	799	243.50	\$11.03 \$11.36
	800	899	274.20	\$13.29 \$13.69
	900	And Over		\$16.37 \$16.37
	BARGES:			
		LENGTH OVERALL	LENGTH OVERALL	RATE PER 24 - HOURS
		Over (in Feet)	Not Over (in Feet)	
		0	199	\$250.00
		200	And Over	\$325.00
	OTHER:			
	TUGS (not serving the Port), FISHING VESSELS, PLEASURE BOATS and OTHER WATERCRAFT	LENGTH OVERALL	LENGTH OVERALL	RATE PER FOOT (*) 24 - HOURS
		Over (in Feet)	Not Over (in Feet)	
		0	And Over	\$ 4.00
	(*) Reference ITEMS 221a - 221d.			
	NOTE 1:			

One full day's dockage will be assessed for each 24-hour day or fraction thereof. Any vessel undocking within two (2) hours of expiration of its last 24-hour increment will not be billed an additional day's dockage.

NOTE 2:

Dockage will be computed on length overall as listed in Lloyd's Register of Shipping or Certificate of Registry or other official document deemed acceptable by the Port Director.

NOTE 3:

Ocean-going vessels in "repair" or "layup" status making application for layberth in advance of docking may be granted such ONLY if approved by the Port Director. Layberth dockage will be assessed at 75% of the applicable published tariff rate.

- 1) Vessels permitted to arrive at dock at least 24 hours prior to starting work may apply for layberth status.
- 2) Requests for layberth status will not be considered once a vessel has docked, except that vessels permitted to remain at berth after completion of work may apply for layberth status to commence upon expiration of the last billing period for that vessel's working status. Such requests MUST be made prior to the vessel sailing.

NOTE 4:

Tugs will be exempt from dockage when landing tows. Tugs waiting in assist of ocean-going barges that are working will be exempt from dockage.

NOTE 5:

The Port Director may, subject to berth availability, intended use, length of stay, absence of interference with other Port of Pensacola users and activities, and other criteria as may from time to time be established by the Port Director, grant reduction of dockage.

NOTE 6:

The Port Director may assess additional charges to vessel for various activities conducted while moored at Port of Pensacola.

**404a FRANCHISE FEES – HANDLING GENERAL LICENSE
(Effective: July 1, 2019)**

Each stevedore company and freight handler performing handling operations at the Port of Pensacola in accordance with a franchise issued by the Port, will be allowed to handle cargo and will be assessed the following charges for the privilege of cargo handling and for maintenance of facilities at the Port. Also applicable on self-loading and self-unloading vessels.

Specifications	Fee
All General Cargo (including container contents)	\$0.35 (Per Ton)
Bulk Cargo	\$0.18 (Per Ton)
Minimum Charge Per Rail Car	\$25.00 (Each)
Minimum Charge Per Truck/Van/Container/Trailer	\$6.00 each

404b FRANCHISE FEES – STEVEDORES

(Effective: July 1, 2019)

Each stevedore company loading and/or unloading vessels at the Port of Pensacola in accordance with a franchise issued by the Port will be assessed the following charges for the privilege of conducting their operations and for maintenance of facilities at the Port. Also applicable on self-unloading and self-loading vessels.

Specifications	Fee
All General Cargo (Including Container Contents)	\$0.35 (Per Ton)
Bulk Cargo	\$0.18 (Per Ton)

408

HARBOR FEES

(Effective: February 1, 2020)

All vessels engaged in foreign, coastwise or intra-coastal trade, operating at the Port of Pensacola, shall be assessed a harbor fee based upon the registered length of the vessel, to defray the expense of the administration and maintenance of the port and harbor.

LASH and SEABEE barges are exempt only when the barge-carrying vessel (mother vessel) is assessed the harbor fee.

LENGTH OVERALL	LENGTH OVERALL	RATE PER VESSEL CALL
Over (in Feet)	Not Over (in Feet)	
0	199	\$ 185.00
200	399	\$ 430.00
400	499	\$ 675.00
500	599	\$ 795.00
600	799	\$ 915.00
800	And Over	\$1,015.00

SUPPLEMENT TO HARBOR FEE

All vessels engaged in foreign, coastwise or intra-coastal trade that handle or transfer cargo in midstream or when anchored or moored to mooring facilities, including barge fleet mooring facilities, shall be assessed, in addition to the above regular harbor fees, a supplemental harbor fee of \$0.25 Per Ton, or fraction, based on the weight of the cargo so handled or transferred.

This supplement to the harbor fee shall not be applicable when vessels are docked at regular cargo handling wharves. Vessels desiring to handle or transfer such cargo in midstream must first notify the Port of Pensacola.

410

LINE-HANDLING

(Effective: July 1, 2019)

The service of line handling for mooring, unmooring and shifting of vessels is performed by service providers authorized to conduct business at the Port of Pensacola. Any concern performing line handling services at the Port of Pensacola must be insured in accordance with the policy types and limits specified in [ITEM 241a](#). Firms currently authorized to perform line handling services at the Port of Pensacola are:

	Pate Stevedore Company (850-438-3648), Portside Marine & Towing (850-777-1285), and Offshore Inland Marine (850-912-6966).	
420	PASSENGER WHARFAGE RATES (Effective: July 1, 2019) (I)	
	Specifications	Fee Per Passenger
	Cruise Homeport Operations	\$15.00
	Cruise Port of Call Operations	\$10.00
	Persons aboard cargo, research or other commercial vessels booked as Passengers	\$15.00
	Ferry, day cruise, dinner cruise and other operations using Pensacola Ferry Terminal dock	\$ 5.00
426	RAILCAR SHUNTING (Effective: July 1, 2019)	
	Unless otherwise specified herein, only the Port of Pensacola may shunt (switch) railcars within the terminal facilities or on Port-owned or -operated tracks, land or facilities after initial railcar placement by the rail carrier and prior to pickup of railcars by the rail carrier for removal from the Port. Shippers, consignees and freight handlers may not shunt railcars within the terminal facilities or on Port-owned or -operated tracks, lands or facilities. The first repositioning of loaded railcars to or from the working platform will be provided by the Port at no charge, if requested in a timely manner during normal working hours (ITEM 237).	
	Any shunting requested after the first repositioning, or outside of normal working hours, will be assessed the following rates, plus overtime (ITEM 430) if applicable:	
	Specifications	
		\$90.00 Per Loaded Railcar
		or
		\$450.000 Per Hour, or any fraction thereof
	When the Port is required to shunt railcars alongside vessels or within the Port by means of mechanical equipment, charges for same will be assessed against ocean vessels, their owners, agents, operators, firms or party requesting such service at the following rates, plus overtime if applicable:	
	Specifications	
		\$90.00 Per Loaded Railcar
	or	
	\$450.000 Per Hour, or any fraction thereof	
The party ordering shunting services shall have the option of selecting either the per-car or the hourly rate, whichever is most economical, on an order-by-order basis, at the time each order is placed. In cases where no preference is expressed at the time the service order is placed, the per-railcar rate shall automatically apply.		
NORMAL WORKING HOURS (see ITEM 254): Shippers, consignees and freight handlers desiring a railcar(s) to be shunted within the Port facilities must notify the Port Director or his designee by telephone, fax or in person of the desired shunt. The Port will		

perform the requested shunt as soon after its receipt of notification as is reasonably practicable in light of all material considerations.

OUTSIDE OF NORMAL WORKING HOURS:

Shippers, consignees and freight handlers desiring a railcar(s) to be shunted within the Port facilities must notify the Port Security by telephone, fax or in person of the desired shunt. The Port will perform the requested shunt as soon after its receipt of notification as is reasonably practicable in light of all material considerations.

EXCEPTION:

Lessees and Terminal Operators owning or leasing their own railcar mover(s), track mobile(s), yard engine(s) or other railcar moving devices deemed acceptable by the Port Director, may shunt (switch) railcars consigned to their terminals utilizing their owned or leased equipment and shall do so in accordance with any and all rules, regulations, restrictions, policies or procedures that may be imposed at any time at the full discretion of the Port Director including, but not necessarily limited to, restrictions on the speed, weight or numbers of railcars permitted to be shunted in a single move. Any violation of such rules established by the Port may result in the loss of railcar shunting privileges.

Lessees and Terminal Operators conducting their own shunting in accordance with this exception assume and accept all liability and responsibility for any and all injury to persons or damage to property that may be caused as result of the actions of the Lessee or Terminal Operator or its employee(s) or agent(s), including any and all damage to tracks, switches, spurs, turnouts, and other infrastructure regardless of the condition of said infrastructure at the time the damage occurred as well as full responsibility for safely righting any and all derailments, including paying any and all costs for related emergency response that may be required.

In any and all cases of injury to person(s) or damage to property, a complete, detailed incident report shall be filed with the Port of Pensacola Cargo Operations Superintendent no later than 0830 the next regular business day. Said report shall include, at a minimum, the date, time and location of the incident, detailed narrative describing the occurrence, a detailed listing of all resulting injuries and property damage, and the full names of all equipment operator(s), signal men, watchmen, and/or shunting crew members involved, and the name and full contact information for the Lessee or Terminal Operator on whose behalf shunting operations were be conducted. All incident reports will be maintained on file with the Port of Pensacola. All incidents will be tracked and, based on incident volumes, incident severities, or a combination thereof, the Port Cargo Operations Superintendent may, at any time, revoke any operator’s authority to conduct railcar shunting operations at the Port of Pensacola.

Lessees and Terminal Operators conducting their own shunting in accordance with this exception must maintain on file with the Port of Pensacola a Hold Harmless Agreement signed annually by the Lessee or Terminal Operator and all employees or agents authorized to conduct shunting on its behalf as well as a complete, up-to-date listing of all employees and agents authorized to conduct shunting activities on its behalf.

428

RAILCAR STORAGE
(Effective: June 23, 2007)

Working railcars arriving at the Port of Pensacola for either loading or discharge shall be afforded 5 calendar days free dwell time on port beginning immediately upon arrival in order to allow sufficient

	time for the railcar to be received, worked and removed from the port. After 5 calendar days, storage shall be assessed at a rate of <u>\$1.50 Per Railcar, Per Day.</u>																																
429	<p>RAIL TRACK USAGE & MAINTENANCE FEE (Effective: July 1, 2019)</p> <p>Lessees and Terminal Operators conducting their own railcar shunting in accordance with ITEM 426 shall pay to the Port a Rail Track Usage & Maintenance Fee of \$25.00 per railcar moved. Rail Track Usage & Maintenance Fees will be invoiced to Lessees and Terminal Operators at the beginning of each month for the prior month’s activity as tracked by the Port Operations Division.</p>																																
430	<p>SCHEDULE OF MISCELLANEOUS LABOR RATES AND RENTAL CHARGES (Effective: July 1, 2019)</p> <p>The Port of Pensacola does not furnish equipment with labor or supplies, except in the event of a special emergency situation or to perform other-than-normal cargo operations. A specific request for the use of Port labor, equipment, or supplies must be submitted to and approved by the Port Director in advance. When such requests are approved by the Port Director, the following charges will be assessed:</p> <p>LABOR - Per Hour:</p> <table border="1"> <thead> <tr> <th>Specifications</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>Supervisors</td> <td>\$100.00</td> </tr> <tr> <td>Mechanics & Equipment Operators</td> <td>\$ 75.00</td> </tr> <tr> <td>Laborers</td> <td>\$ 50.00</td> </tr> <tr> <td>Security Officers (With 30 Hours Advance Notice)</td> <td>\$ 50.00</td> </tr> <tr> <td>Security Officers (With Less Than 30 Hours Advance Notice)</td> <td>\$ 75.00</td> </tr> </tbody> </table> <p>The rate for overtime, including Saturday and Sunday, will be 1 1/2 times the regular rate. The rate for overtime on Legal Holidays (as described in ITEM 237) will be 2 1/2 times the regular rate. Overtime will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays which will be subject to a minimum charge of 4 hours. After minimum has been met, billing minimum is in 1/2 hour increments. The 2-hour minimum charge will not apply to the hours between 0700 and 0800 and 1700 and 1800, weekdays.</p> <p>EQUIPMENT:</p> <table border="1"> <thead> <tr> <th rowspan="2">Specifications</th> <th>Per Day Fee</th> <th>Per Week Fee</th> </tr> <tr> <th>(8 Hours)</th> <th>(40 Hours)</th> </tr> </thead> <tbody> <tr> <td>Forklift (8,000 lb. Capacity)</td> <td>\$225.00</td> <td>\$1,100.00</td> </tr> <tr> <td>Forklift (10,000 lb. Capacity)</td> <td>\$300.00</td> <td>\$1,350.00</td> </tr> <tr> <td>Forklift Operator</td> <td>\$600.00</td> <td>\$2,700.00</td> </tr> <tr> <td>Sweeper with Operator</td> <td>\$750.00</td> <td>\$3,300.00</td> </tr> <tr> <td>Work Boat with Operator</td> <td>\$1,200.00</td> <td>\$5,400.00</td> </tr> </tbody> </table> <p>Sweeper/forklift with operator rental and boat with operator rental will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays, which will be subject to a minimum charge of 4 hours. The Port of Pensacola will not rent sweeper or boat without a Port operator. Forklift rentals commence at 0800 hours and end at 1700 hours, Monday through Friday. Forklifts will be rented with a</p>	Specifications	Fee	Supervisors	\$100.00	Mechanics & Equipment Operators	\$ 75.00	Laborers	\$ 50.00	Security Officers (With 30 Hours Advance Notice)	\$ 50.00	Security Officers (With Less Than 30 Hours Advance Notice)	\$ 75.00	Specifications	Per Day Fee	Per Week Fee	(8 Hours)	(40 Hours)	Forklift (8,000 lb. Capacity)	\$225.00	\$1,100.00	Forklift (10,000 lb. Capacity)	\$300.00	\$1,350.00	Forklift Operator	\$600.00	\$2,700.00	Sweeper with Operator	\$750.00	\$3,300.00	Work Boat with Operator	\$1,200.00	\$5,400.00
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full tank of gas and returned with a full tank. Failure to fill the tank prior to returning will result in a charge of \$6.00 Per Gallon to fill the tank.

CHARGES FOR MISCELLANEOUS SERVICES/MATERIALS

Unless otherwise specifically provided to the contrary in other Rules, Sections, or Items of the Tariff, materials and/or services of a miscellaneous nature may be supplied and/or performed by the Port of Pensacola at its option and convenience on a basis of actual cost of labor, supervision, equipment, supplies and materials, plus 20%.

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**SECURITY FEE (GSMTTC)
(Effective: February 1, 2020)**

A security surcharge, as described in this tariff item, shall be assessed against, and collected from, all vessels, barges and cargo interests utilizing services or facilities at the Port of Pensacola in accordance with notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.

The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchase, installation and maintenance, and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

At the Port’s sole discretion, charges may be assessed to cargo and/or vessels for additional Security costs associated with an increase in MARSEC Level mandated by the U.S. Department of Homeland Security.

The security surcharge will be assessed against vessels and barges as a percentage of total dockage charged, and as a tonnage fee against cargo, with the exception of containers, which will be assessed on a per unit basis. The security surcharge will be assessed in addition to all other fees which may be due under this tariff as follows:

Specifications

	FEE AGAINST	RATE	BASIS
	Vessels/Barges	10.11%	Of Dockage

Specifications

	FEE AGAINST Cargo	CARGO TYPE	RATE	BASIS
		Break Bulk	\$0.210	Per Short Ton
		Bulk (Dry/Liquid)	\$0.048	Per Short Ton
		Containers	\$4.47	Each
		Vehicles	\$1.00	Each
		Passengers	\$1.00	Each

436a

RESERVED

436b

**STORAGE CHARGES - FOR ALL COMMODITIES (INCLUDING N.O.S.)
(Effective: July 1, 2019)**

All commodities listed in [Section III](#) of this Tariff will be assessed storage in accordance with the following schedule of rates upon expiration of free time:

Specifications

	INSIDE:		
		First 15 – Day Period	\$0.30 Per Ton, Per Day
		Second 15 – Day Period	\$0.45 Per Ton, Per Day
		Thereafter	\$0.75 Per Ton, Per Day

Specifications

	OUTSIDE:		
		First 15 – Day Period	\$0.23 Per Ton, Per Day
		Second 15 – Day Period	\$0.38 Per Ton, Per Day
		Thereafter	\$0.68 Per Ton, Per Day

Specifications

	VEHICLES:	Including automobiles, buses, motorcycles, tractors, trucks, trailers, motorized vehicles, mobile homes, cranes, railroad cars (Wharfage ITEM 330) will be assessed storage in accordance with the following schedule of rates upon expiration of free time:	
		First 15 – Day Period	\$2.25 Per Vehicle, Per Day
		Thereafter	\$4.50 Per Vehicle, Per Day

440

WATER

(Effective: July 1, 2019)

Rates for fresh water delivered to vessels at berths, or other locations, shall be as follows:

Specifications	Fees
Per Ton (240 Gallons)	\$1.65
Hookup Fee/Meter Installation	\$30.00
Minimum water charge per vessel/tug/other	\$75.00

An additional fee of \$100.00 will be charged when water is requested during overtime hours.

ONLY PORT OF PENSACOLA PERSONNEL are permitted to make connections and install metering devices to fresh water pumping stations at the Port of Pensacola. The vessel’s agent, captain, master or other authorized representative MUST contact Port Maintenance Department Supervisor at (850) 982-0071 a minimum of two (2) hours in advance on weekdays to schedule fresh water connections during regular working hours. Evening, weekend and holiday service must be scheduled no later than 3 p.m. local time the last regular business day preceding the required service date.

Indicating the need to take on fresh water on berth applications is considered a courtesy notification only and DOES NOT constitute the scheduling of service.

Any vessel taking on water without proper advance scheduling or without having a metering devise properly affixed at the pumping location by Port Personnel will be charged three (3) times the above rate on the vessel’s total tank capacity, plus three times the overtime rate, regardless of whether water was taken on during straight-time or overtime hours.

442	WATER HOSE RENTAL (Effective: July 1, 2019)	
	<p>When the Port of Pensacola is requested to furnish a water hose, rental rates will be charged in accordance with the following schedule. All water hose made available by the vessel must be free of leaks or Port of Pensacola water hose must be used when available.</p> <p>The vessel’s agent, captain, master, or other authorized representative MUST contact Port Maintenance Department Supervisor at (850) 982-0071 a minimum of two (2) hours in advance on weekdays to schedule water hose rental during regular working hours. Evening, weekend, and holiday service must be scheduled no later than 3 p.m. local time the last regular business day preceding the required service date.</p>	
	Specifications	Fees
	Per 50-Foot Section	\$10.00
	Minimum Charge	\$20.00

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Terminal Tariff 5-A

SECTION FIVE – CONTAINERS

500	CONTAINER: POINT-OF-REST (Effective: September 15, 2005)
	Except as otherwise provided in this Tariff, all container cargo will be received at and delivered to the terminal at a point-of-rest designated by the Port of Pensacola.
502	HANDLING OF CONTAINERS (Effective: September 15, 2005)
	General-license stevedores and/or freight handlers will exercise physical control and perform container-handling services over the entire time that a container is in the container-marshaling yard or on Port of Pensacola facilities.
504	INTERIM PARKING AREA (Effective: September 15, 2005)
	The term "interim parking area," as used in this Tariff shall refer to a designated parking area, when available, on the terminal where loaded or empty containers on wheels, bogeys, chassis or frames may be temporarily parked during hours or periods of time when the terminal is not open for the receipt or delivery of containers. The Port of Pensacola will not assume responsibility for loss or damage to containers or the contents thereof when placed in the interim parking area.
506	MARSHALING YARD (Effective: September 15, 2005)
	The term "marshaling yard," as used in this Tariff, shall refer to the designated area on the terminal where loaded or empty seagoing containers can be physically exchanged by the inland carrier (or its contractual agent) and the other carrier, through the controlled medium of the Port of Pensacola's marine terminal.
508	RECEIVING/DELIVERING CONTAINER (Effective: September 15, 2005)
	The term "receiving or delivering container," as used in this Tariff, shall refer to physical acceptance or delivery of a container, empty or loaded, at the Port of Pensacola from or to the inland carrier, so as to facilitate physical exchange of the container between the inland carrier and the water carrier from the point-of-rest. Under the term "receiving or delivering container," the Port of Pensacola will, by use of its own mechanical equipment, perform the necessary interim functions to effect the physical exchange of a container between the inland carrier and the water carrier berthing at the terminal.
510	RE-HANDLING CONTAINER (Effective: September 15, 2005)
	The term "re-handling container," as used in this Tariff, shall refer to the moving of a so-called "standard 20', 35' or 40' seagoing container" from or to the point-of-rest to or from a designated point on the terminal including movement to or from container freight station.
512	RELOCATION OF EMPTY CONTAINER (Effective: September 15, 2005)

	The term, "relocation of empty container," as used in this Tariff, shall refer to the removal of any empty container from a stack and placement on steamship-line-owned or leased chassis for movement to container freight station. This also applies to empty containers returned from the container freight station to the stack.
514	SEGREGATION OF CONTAINER (Effective: September 15, 2005)
	The term, "segregation of container," as used in this Tariff shall refer to the movement of a container from one location to another location in close proximity within the marshaling yard, without the use of a yard-jockey or tractor upon instructions from the vessel or its authorized agent.
516a	RECEIVING OF CONTAINER: FROM INLAND CARRIER (Effective: September 15, 2005)
	Upon instructions from the vessel and/or its authorized agent, a wheeled container will be appropriately moved into position in the container-marshaling yard by the inland motor carrier or rail carrier (or its contractual agent) or flatbed trailer by the Port of Pensacola with its own labor and mechanical equipment. In turn, the container will be grounded or stacked by the Port of Pensacola in the marshaling yard at a point-of-rest awaiting movement to the vessel. When so requested, the Port of Pensacola will inform the vessel and/or its authorized agent as to the exact location of the container. The vessel and/or its authorized agent will, in turn, remove the container from the point-of-rest in the marshaling yard and transport the container to the vessel.
516b	RECEIVING OF CONTAINER: HAVING DAMAGE OR VARIANCES WHICH IMPEDE NORMAL MOVEMENT (Effective: September 15, 2005)
	Seagoing containers having damage or variances which may impede normal movement with the Port of Pensacola's mechanical equipment will not be received or handled unless prior arrangements have been made with the Port Director.
518	DELIVERY OF CONTAINER TO INLAND CARRIER (Effective: September 15, 2005)
	The Port of Pensacola will receive a container without wheels from the vessel and/or its authorized agent at a point-of-rest in the container-marshaling yard for delivery to an inland motor carrier or rail carrier (or its contractual agent). The vessel and/or its authorized agent will ground or stack the container in the marshaling yard at a point-of-rest designated by the Port of Pensacola. When so requested by the vessel and/or its authorized agent, the Port of Pensacola, with its labor and mechanical equipment, will remove the container from its point-of-rest and place the container on wheels, bogeys, chassis, frames or flatbed trailer for delivery to the inland motor carrier or rail carrier (or its contractual agent).
520	TRANSFER OF CONTAINERS BETWEEN VEHICULAR CONVEYANCES (Effective: September 15, 2005)
	Upon instructions from the vessel and/or its authorized agent or shipper or consignee or their agents, the Port of Pensacola will perform transfer service between flatbed trailers and bogeys; between flatbed trailers and flatbed trailers; or, between bogeys and bogeys where the movement between vehicles does not require extensive movement by the container-handling equipment as determined by the Port of Pensacola.
522	CONTAINERS LOADED IN EXCESS OF RATED CAPACITY (Effective: September 15, 2005)

	<p>The rates, rules, regulations and charges published in this Section are not applicable to standard seagoing containers loaded in excess of their rated capacity. The Port of Pensacola will not permit its mechanical equipment designated for movement or carriage of containers) to be used in any way to lift, move, or transport a container which is loaded in excess of the container's rated capacity. Should the Port of Pensacola transport a container which is loaded in excess of the rated capacity, the party or parties requesting such use shall be held liable for all losses, claims, demands and suits for damages, including death and personal injury, including court costs and attorneys' fees, incident to or resulting from such unauthorized use.</p>		
524	<p>CHARGES FOR CONTAINER SERVICES DURING OTHER THAN NORMAL WORKING HOURS (Effective: September 15, 2005)</p>		
	<p>Rates and charges for receiving, delivering and/or re-handling containers as set forth in this Tariff are applicable only during recognized working hours and days as set forth in ITEM 237 of this Tariff.</p> <p>Upon written authorization by vessels or their agents, containers will be received, delivered and/or re-handled by the Port of Pensacola at time other than recognized work hours or days, subject to the following charges or conditions:</p> <p>One charge for receiving, delivering and/or re-handling as set forth in this Tariff will be assessed for each service performed subject to a minimum of one container per hour plus the actual total overtime cost. All charges will be for the account of the vessel or its agent.</p>		
528a	<p>FREE TIME: IMPORT CONTAINERIZED TRAFFIC (Effective: September 15, 2005)</p>		
	<p>The free time allowed for removing import containers and container cargo, inclusive of Saturdays, Sundays and legal holidays, shall be as follows:</p>		
	<p>Specifications</p> <table border="1"> <tr> <td>Import Traffic</td> <td>30 Days</td> </tr> </table> <p>On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).</p>	Import Traffic	30 Days
Import Traffic	30 Days		
528b	<p>FREE TIME: EXPORT CONTAINERIZED TRAFFIC (Effective: September 15, 2005)</p>		
	<p>The free time allowed for assembling export containers and container cargo, inclusive of Saturdays, Sundays, and legal holidays, shall be as follows:</p>		
	<p>Specifications</p> <table border="1"> <tr> <td>Export Traffic</td> <td>30 Days</td> </tr> </table>	Export Traffic	30 Days
Export Traffic	30 Days		
	<p>1. LCL TRAFFIC: Upon the request of the export shipper or its agent to the Port of Pensacola, cargo stuffed into containers at the terminal facilities may be granted extended free time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) after loading into container, in addition to the 15-day free time provided above. Cargo upon which such extended free time has been granted shall be designated on dock receipt upon arrival at the terminal facilities as "hold on dock for consolidation." Cargo not so designated and cargo not actually consolidated into containers on the piers will not be entitled to the granting of extended free time.</p> <p>2. FCL TRAFFIC:</p>		

On consolidated export container shipments, upon request of the export shipper or its agent to the Port of Pensacola, container consolidation time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) may be granted to loaded containers in addition to the free time provided above. Containers upon which such consolidation time has been granted shall be designated on dock receipts as "hold on dock for consolidation." Containers not so designated and containers not actually consolidated on the piers will not be entitled to the granting of consolidation time. As used in this Section, "consolidated export container shipments" shall mean shipments of cargo commodities which move under a single bill-of-lading to overseas consignees in more than one TEU container.

3. Upon request of the export shipper or its agent to the Port of Pensacola, containers stuffed at the terminal facilities in accordance with Paragraph A) above, may be granted additional free time as provided for in Paragraph B, subject to availability of space on approval by the Port Director. In no instance will free time exceed 45 days (inclusive of Saturdays, Sundays, and Legal Holidays).
4. On consolidated export container shipments as defined and provided for in Paragraph A) above, upon written request by the export shipper or its agent and subject to the availability of space, containers delivered to an inland carrier by the Port of Pensacola for ultimate shipment by waterborne transportation may be granted an exemption from [ITEM 208e](#) of this Tariff, provided such charge is waived by the Port Director.
5. On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).

**532 RATES AND CHARGES: CONTAINERIZED TRAFFIC
(Effective: July 1, 2019)**

The following charges apply on containers and/or chassis not exceeding 40' in length or loaded in excess of rated capacity. These charges are assessed against the vessel or its agent unless arrangements to do otherwise have been made with and approved by the Port Director.

Specifications				
WHARFAGE	EMPTY CONTAINERS	20' or Less	\$4.50	Per Unit
		More than 20'	\$7.50	Per Unit

Specifications			
WHARFAGE	LOADED CONTAINERS	Per Net Ton of Contents Only	\$2.00

Specifications			
HANDLING FEES	To be quoted by the handling Stevedore		

	<p>Note 1: Receiving, delivering or handling underframes or chassis does not include any inspection for visible damage. The Port of Pensacola assumes no responsibility for condition of containers, contents therein, underframes, or road-serviceability of equipment.</p> <p>Note 2: For Handling and Stevedoring Franchise Fees applicable to container cargo, see ITEM 404a and ITEM 404b.</p> <p>Note 3: For Security Fee applicable to container cargo, see ITEM 434.</p>			
534	CONTAINER STORAGE			
	(Effective: July 1, 2019)			
	Storage charges on containers held in excess of free time shall be as follows:			
	Specifications			
	EMPTY			
	Container	Less Than 21' in Length	Per 15-day period or Fraction Thereafter	\$22.00
	Over 21' in Length	Per 15-day period or Fraction Thereafter	\$35.00	Per Container
LOADED				
Container	Any Size	Per 15-day period or Fraction Thereafter	\$2.50	Per Container

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Terminal Tariff 5-A

SECTION SIX – FOREIGN TRADE ZONE NO. 249

600	ROLE OF THE PORT OF PENSACOLA (Effective: July 1, 2019)	
	<p>The Port of Pensacola is one of five designated sites within Foreign Trade Zone No. 249 (FTZ #249). Grantee authority for FTZ #249 is through the Pensacola-Escambia Development Commission (PEDC), which resides in the offices of the Escambia County Commission, Office of the County Administrator, 221 Palafox Place, Suite 420, Pensacola, FL 32502; telephone: (850) 595-4947.</p> <p>The role of the Port of Pensacola in the FTZ program is to market the benefits of Zone program participation to present and future port tenants, users and customers in an effort to attract new Zone users and program beneficiaries to Port facilities and other designated sites within the Zone.</p>	
602	SITE DESCRIPTIONS (Effective: September 15, 2005)	
	<p>All sites within Foreign Trade Zone #249 are designated as General Purpose Zone Sites unless otherwise specified.</p>	
	SITE #	LOCATION
	DESCRIPTION	
	1	PORT OF PENSACOLA
		The entire 50-acre commercial port area owned by the City of Pensacola, excluding approximately 10 acres of dredge disposal site currently owned by the US Army Corps of Engineers.
	2	PENSACOLA INTERNATIONAL AIRPORT
		The entire 1,400-acre airport site.
	3	PENSACOLA SHIPYARD
		The entire 70-acre complex, configured for marine waterfront industrial use and zoned M-2 (Heavy Industrial) by the City of Pensacola.
	4	SPRUCE STREET INDUSTRIAL WAREHOUSE
		9.7 acres of the former Florida Drum Corp. manufacturing and warehouse facility, zoned ID-2 (Heavy Industrial) by Escambia County.
	5	CENTURY INDUSTRIAL PARK
		140-acre industrial park in northern Escambia County approximately 45 miles from the City of Pensacola, zoned industrial/mixed use by the City of Century.
604	ZONE SCHEDULE INCORPORATED BY REFERENCE (Effective: September 15, 2005)	
	<p>The schedule of charges, rates, rules and regulations applicable at FTZ #249, as administered by the PEDC, is incorporated herein, in its entirety, by reference. As a designated site within FTZ #249, the Port of Pensacola and all FTZ program participants operating within or utilizing activated FTZ facilities at the Port of Pensacola are subject to all provisions of said schedule.</p>	
606	OPERATOR REQUIRED (Effective: September 15, 2005)	

	<p>The Port of Pensacola serves as a facilitator and provider of facilities only in the FTZ program and, therefore, does not serve as the Operator of its FTZ site. All users of activated FTZ areas at the Port of Pensacola are required to designate a qualified zone Operator to manage cargo flows, documentation, reporting requirements and to insure compliance with all rules, regulations, policies and procedures of the Port of Pensacola, FTZ #249, the US Foreign-Trade Zones Board, US Customs Service (or any successor thereto) and all other relevant local, state and federal regulatory agencies.</p> <p>Users may elect to become designated as their own Operator or may designate an existing Operator for this purpose, provided that, in either case, such designee is qualified under the rules and regulations of FTZ #249, the US Foreign-Trade Zones Board and the US Customs Service (or any successor thereto).</p>
<p>608</p>	<p>PAYMENT OF CHARGES (Effective: September 15, 2005)</p> <p>With the exception of any site annual fee as established by the PEDC as Grantee of FTZ #249, all fees, charges, rates and assessments levied by the PEDC, the US Foreign-Trade Zones Board, and/or the US Customs Service (or any successor thereto) related to FTZ program participation and operations shall be the responsibility of the User, either directly or through his designated Operator.</p> <p>In the case of fees, charges, rates and assessments billed to the account of the Port of Pensacola, the Port shall through-bill all amounts at actual cost to the appropriate User with such through bills to be subject to the standard payment terms of the Port of Pensacola as expressed in ITEM 246 of this Tariff.</p>

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Terminal Tariff 5-A

APPENDIX A – STEVEDORE FRANCHISE LICENSE/FREIGHT HANDLING PERMIT

SECTION I	<p>STEVEDORE LICENSE/FREIGHT HANDLING PERMIT GENERAL (Effective: January 15, 2015)</p>
	<p>No person, firm, corporation or other business entity shall operate as or carry on business of a stevedore or freight handler on Port facilities or on facilities otherwise controlled by the City of Pensacola, Florida unless and until such person, firm, corporation or other business entity shall first have obtained from the Port of Pensacola a license or permit issued authorizing such stevedore or freight handling activity.</p> <p>As used herein “stevedore” includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary expertise to load and unload said commercial cargo vessels and/or barges. General-license stevedores are automatically dually licensed as both a stevedore and freight handler.</p> <p>As used herein “freight handler” refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physically loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges.</p> <p>Terminal lessees are not required to obtain a Freight Handling Permit. They must however, if engaged in stevedore activities, obtain a Stevedore Franchise License.</p> <p>Each Stevedore License or Freight Handling Permit issued by the City of Pensacola shall be <u>non-exclusive</u> basis and no licensee or permittee has any right to serve as the sole provider of the licensed or permitted service or to any other type of exclusivity.</p>
SECTION II	<p>STEVEDORE LICENSE/FREIGHT HANDLING PERMIT APPLICATION POLICY (Effective: January 15, 2015)</p>
	<ol style="list-style-type: none"> 1. Application for license with accompanying fee shall be submitted to the Port Director. Licensing and permit fees are specified in Section V of this item. New applications may be submitted and new licenses or permits may be issued at any time during the calendar year. 2. Each applicant for a Stevedore License or Freight Handling Permit must furnish a bond or letter of credit in the penal sum of Ten Thousand Dollars (\$10,000.00) payable to the City of Pensacola which shall guarantee the licensee or permittee proper performance and compliance with the Port of Pensacola terminal tariff prior to the conduct of any business operations. In addition to the aforesaid bond or letter-of-credit, each licensee or permittee must file a Certificate of Insurance evidencing insurance coverage in the form and amounts as prescribed in the Port of Pensacola’s Terminal Tariff No. 5-A (or any revisions or reissues thereof or successors thereto): ITEM 241a, “Insurance;” ITEM 241c, “Stevedore and Freight Handling Insurance;” and Section VII of Appendix A.

	<p>3. Cancellation of insurance or aforementioned bond or letter of credit shall be grounds for the immediate revocation of License or Permit.</p>
<p>SECTION III</p>	<p>STEVEDORE LICENSE/FREIGHT HANDLING PERMIT CONSIDERATION (Effective: September 15, 2015)</p>
	<p>The Port Director will review the completed application and may require the applicant to furnish any additional information deemed appropriate. The Port Director may require a personal interview with the applicant or the applicant's officers if deemed necessary. The Port Director will consider the applicant's trustworthiness; competency; financial responsibility; previous experience; whether or not the issuance of the Stevedore License or Freight Handling Permit is desirable for the productive operation of the Port of Pensacola, having specific regard for the commitment to promote commerce, generate economic activity and create employment opportunities; any new business for the Port of Pensacola which the applicant will attract; any specialized equipment or expertise for handling cargo owned by or available to the applicant; and, any other pertinent information.</p>
<p>SECTION IV</p>	<p>STEVEDORE LICENSE/FREIGHT HANDLING PERMIT ISSUANCE (Effective: January 15, 2015)</p>
	<p><u>Stevedore License (original issue)</u></p> <ol style="list-style-type: none"> 1. If the applicant is qualified under the criteria established in Section II above, the Port Director may issue a Stevedore License. 2. Notice of the issuance of a Stevedore License by the Port Director will be filed immediately in the Office of the City Clerk where it will be available for public inspection. 3. The Port Director will send notice of the issuance to the applicant of the Stevedore License, which notice will inform the applicant of the right of any person aggrieved by the decision of the Port Director to appeal to the Mayor of the City of Pensacola and subsequently to the Pensacola City Council in accordance with the process outlined elsewhere herein. Notice of the issuance of the Stevedore License will be advertised in a general-circulation newspaper and by letter to those parties that, in the estimation of the Port Director may have cause to be aggrieved. The Stevedore License issued by the Port Director will become effective 14 days after issuance and is not subject to suspension or revocation except as specifically provided for in this Policy. 4. Any person aggrieved by the decision of the Port Director may appeal to the Mayor of the City of Pensacola by filing a written notice of appeal in the office of the City Clerk within 14 days after the date notice of issuance-decision was sent to the applicant. The notice of appeal shall set forth a short and plain statement alleging the reasons why the Port Director's decision was not in compliance with the provisions of this Policy. The City Clerk shall refer the appeal for a hearing and action by the Mayor. In the event of grievance filed, the effective date of license will be suspended until such date as the Mayor may make a ruling in the matter. 5. The Mayor will consider the properly filed appeal of any person aggrieved and will act to confirm or overturn the decision of the Port Director within 30 days of the filing of the notice of appeal.

6. Upon completion of the Mayoral appeal process outlined above, the aggrieved party may elect to further appeal to the Pensacola City Council by filing a written notice of final appeal in the Office of the City Clerk within 14 days after the date of issuance of the Mayor’s appeal decision. The notice of final appeal shall set forth a short and plain statement alleging the reasons why Port Director’s and Mayor’s decisions were not in compliance with the provisions of this policy. The City Clerk shall refer the appeal for a hearing and action by City Council. In the event of grievance filed, the effective date of license will be suspended until such date as City Council may make a ruling in the matter.
7. City Council will consider the properly filed appeal of any person aggrieved and will act to confirm or overturn the decisions of the Port Director and Mayor at the next scheduled regular meeting of City Council following receipt of the notice of final appeal.

Freight Handling Permit (original issue)

1. If the applicant is qualified under the criteria established in [Sections II](#) and [III](#), the Port Director may issue a Freight Handling Permit.
2. Notice of the issuance of a Freight Handling Permit by the Port Director shall be filed immediately in the Office of the City Clerk where it shall be available for public inspection.
3. The process for appealing Freight Handling Permit application decisions is the same as outlined in items 4 through 7 above.

The acceptance of a Stevedore License or Freight Handling Permit shall signify the consent of the licensee or permittee to be governed by the rules and regulations published in the Port of Pensacola Terminal Tariff filed electronically on the Port of Pensacola’s website (www.portofpensacola.com) in accordance with the provisions of the Ocean Shipping Reform Act of 1998.

Each firm licensed under the Stevedore License or Freight Handling Permit in accordance with the provisions with this Policy is required, as a condition of the License or Permit, to establish a local telephone number for the purpose of communicating with representatives of the Port of Pensacola and/or prospective business clients.

**SECTION
V**

**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT
FEES
(Effective: July 1, 2019)**

A separate License or Permit is required for each category of business.

Stevedore License Fee

Initial Processing Fee or Reinstatement Fee (When License is Revoked)	\$5,000.00
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Annual Renewal Fee	\$1,000.00
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Freight Handling Permit Fee

Initial Processing Fee or Reinstatement Fee (When License is Revoked)	\$2,500.00
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	Annual Renewal Fee	\$ 750.00
SECTION VI	STEVEDORE LICENSE AND FREIGHT HANDLING PERMIT RENEWAL APPLICATION POLICY (Effective: January 15, 2015)	
	<p>1. All applications for renewal shall be submitted to the Port Director at least 45 days prior to the expiration date of the License or Permit and shall be accompanied by the Annual Renewal Fee as applicable under Section V in this item. Upon receipt of the application for renewal, the Port Director shall review the licensee or permittee past performance; financial condition; tonnage contracted or sub-contracted; and, such other matters as the Port Director deems appropriate. The Port Director may issue a renewal that the applicant meets existing criteria. If the Port Director fails to grant a renewal public hearing before the Pensacola City Council may be held to appeal the renewal denied, if requested by the applicant.</p> <p>2. The City Manager may revoke any Stevedore License or Freight Handling Permit after due notice if he finds misconduct, neglect of duty or other cause or complaint sufficient, in his opinion, to justify such revocation. In each instance, the licensee or permittee shall be granted a public hearing before Pensacola City Council, if so desired.</p> <p>3. No Stevedore License or Freight Handling Permit shall be transferred or assigned or otherwise used by any person other than the named Licensee or Permittee without written approval by the City Manager in advance. All applications for transfer or assignment shall be submitted to the City Manager. Prospective transferee shall provide to the City Manager an application and other information as he may request. Any person, firm, corporation or other business entity acquiring a Stevedore License or Freight Handling Permit shall demonstrate proof of being trustworthy, ready, willing and able to perform stevedore or freight handling services and shall comply with the applicable provisions of this Policy. All license and permit holders shall report any change in names and addresses of individuals and/or firms in writing to the Port Director. Any change in ownership involving more than 20% ownership in a Stevedore License or Freight Handling Permit shall be reported to the Port Director within 30 days.</p>	
SECTION VII	STEVEDORE LICENSE AND FREIGHT HANDLING INSURANCE (Effective: January 15, 2015) (C)	
	<p>Upon Application of Stevedore License and Freight Handling Permit under Port of Pensacola’s Terminal Tariff No. 5-A ITEM 241a “Insurance” and ITEM 241c “Stevedore and Freight Handler Insurance,” the applicant shall furnish a bond or letter-of-credit in the penal sum of Ten Thousand Dollars (\$10,000.00) payable to the City of Pensacola which shall guarantee the applicant’s proper performance and compliance with the Port of Pensacola terminal tariff prior to the conduct of any business operations. In addition to the aforesaid bond or letter-of-credit, each applicant shall file a Certificate of Insurance evidencing insurance coverage in the form and amounts as delineated below. Applicable to both Stevedore Licenses and Handling Permits except as noted:</p>	
	TYPE OF COVERAGE	LIMITS
	Workman’s Compensation	Statutory
	Longshore and Harbor Workers	Statutory*

	Stevedore Legal Liability (With City of Pensacola Listed as an <u>Additional Insured</u>)	\$ 500,000.00
	Employer’s Liability	\$ 500,000.00
	Automobile	\$1,000,000.00**
	Commercial General Liability (With City of Pensacola Listed as an <u>Additional Insured</u>)	\$1,000,000.00
	Performance Bond/Letter of Credit	\$ 10,000.00
	Umbrella Coverage	To make up the difference between the policy limits of underlying policies and the total amount of coverage required.
NOTES	* Not Required for Freight Handling Permit	
	** Combined Single Limit Bodily Injury and Property Damage	
	<p>Such policy or policies shall contain a clause stating that the Insurer will not cancel or change such insurance without first giving the City of Pensacola/Port of Pensacola thirty (30) days prior written notice of intent to so cancel or change. A copy of such policy or policies of insurance, or certificates of insurance so furnished shall certify that the policy or policies comply with the requirements thereof. Under the General Liability section, policy must show Port of Pensacola/City of Pensacola as additional insured.</p> <p>The Stevedore Franchisee/Freight Handler shall also indemnify and hold harmless the City of Pensacola/Port of Pensacola, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents from any and claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury , property damage, including loss of use of property, or demurrage, and reasonable attorney’s fees directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations whether arising solely out of the negligence of Stevedore Franchisee/freight Handler or not. This obligation shall not be limited by, or in any way, to any insurance coverage or by any provision in exclusion or omission from any policy of insurance.</p> <p>The Stevedore Franchisee/Freight Handler also agrees to pay on behalf of the City of Pensacola/Port of Pensacola, as well as provide a legal defense for the City of Pensacola/Port of Pensacola, both of which will be done only if and when requested by the City of Pensacola/Port of Pensacola, for all claims as described in the above paragraph. Such payment on the behalf of the City of Pensacola/Port of Pensacola shall be in addition to any and all other legal remedies available to the City of Pensacola/Port of Pensacola and shall not be considered to be the City of Pensacola/Port of Pensacola’s exclusive remedy.</p> <p>Cancellation of insurance or aforementioned bond or letter-of-credit shall be grounds for immediate revocation of Stevedore License or Freight Handling Permit.</p>	

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APPLICATION – STEVEDORE FRANCHISE LICENSE/FREIGHT HANDLING PERMIT
(Effective: July 1, 2019)

1.	APPLICANT:			
2.	LOCAL MAILING ADDRESS:			
3.	MAILING ADDRESS OF CORPORATE HEADQUARTERS:			
4.	FORM OF BUSINESS ENTITY: (Check One)	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship		
5.	STATE OF INCORPORATION:		DATE OF INCORPORATION:	
6.	FLORIDA RESIDENT AGENT And ADDRESS:			
7.	TYPE OF LICENSE APPLIED FOR: (Check One)	<input type="checkbox"/> Stevedore Franchise <input type="checkbox"/> Freight Handling Permit		
8.	Has applicant ever been refused a Stevedore Franchise, Freight Handling Permit, or Bond?			<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	List previous business history, including dates and locations: (Use Additional Sheets if Necessary)			
	Date	Previous Business History	Locations	
10.	List names and addresses of all officers, directors, and stockholders of the corporation. If said firm is sole proprietorship or partnership, list principles and their addresses and percentage of ownership: (Use Additional Sheets if Necessary)			
	Position	Name	Address	% of Ownership
11.	Has officer, director, stockholder, or partner of Applicant ever been convicted of a felony or entered a plea of nolo contendere? If so, explain:			<input type="checkbox"/> Yes <input type="checkbox"/> No
12.	List advantages you believe your company can bring to the Port of Pensacola:			

13.	In support of this Application, please provide the following documents:		
	<p>1. Ownership or availability of equipment essential to the performance of proffered service, and;</p> <p>1. Insurance Certificates with City of Pensacola as additional insured (non-cancelable without 30 days notice):</p>		
	TYPE	MINIMUM	
	<input type="checkbox"/> Worker's Compensation Insurance	Statutory	
	<input type="checkbox"/> Longshoreman & Harbor Works Act (Not Required for Freight Handling Permit)	Statutory	
	<input type="checkbox"/> Employer's Liability Insurance (Including Jones Act)	\$ 500,000	
	<input type="checkbox"/> Stevedore's Legal Liability	\$ 500,000	
	<input type="checkbox"/> Commercial General Liability (Combined Single Limit Bodily Injury & Property Damage)	\$1,000,000	
	<input type="checkbox"/> Umbrella (To make up the difference between the policy limits of underlying policies and the total amount of coverage required)		
	2. Performance Bond or Letter of Credit	\$ 10,000	
	3. Enclose check for applicable license:		
	TYPE	AMOUNT	
	<input type="checkbox"/> Stevedore Franchise License Initial Application or Reinstatement	\$5,000.00	
	<input type="checkbox"/> Stevedore Franchise License Renewal	\$1,000.00	
	<input type="checkbox"/> Freight Handling Permit Initial Application or Reinstatement	\$2,500.00	
	<input type="checkbox"/> Freight Handling Permit Renewal	\$ 750.00	
	4. Financial Statements – Last two (2) years; Audited Preferred		
14.	Please write a narrative explaining as to why the Applicant is qualified to hold a Stevedore Franchise or Freight Handling Permit with the Port of Pensacola (Attach as a Separate Piece of Paper).		
15.	If Applicant is owned by a holding company, list names and addresses of all officers stockholders and directors of the holding company and percentage of ownership.		
	Position	Name	Address
			% of Ownership
16.	Does Applicant have any affiliated or subsidiary companies? If so, please list:		<input type="checkbox"/> Yes <input type="checkbox"/> No
	Company Name:	Address:	

17.	Provide any other information which Applicant thinks might be of value to the Port Director regarding this application (Use Separate Piece of Paper if Necessary).														
18.	Rules and Regulations Governing Stevedore/Freight Handling Operations at Port of Pensacola.														
	<table border="1"> <tr> <td data-bbox="293 464 370 548">1.</td> <td data-bbox="370 464 1529 548">The Stevedore Franchisee/Freight Handler shall exercise care in the performance of its operations in order to prevent injury or death to any person or damage or loss of property.</td> </tr> <tr> <td data-bbox="293 548 370 663">2.</td> <td data-bbox="370 548 1529 663">The Stevedore Franchisee/Freight Handler shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations.</td> </tr> <tr> <td data-bbox="293 663 370 919">3.</td> <td data-bbox="370 663 1529 919">The Stevedore Franchisee/Freight Handler shall conduct its business with all necessary labor and equipment and ensure efficient and expeditious handling practices or vessel loading and discharging operations, including the appointment of at least one qualified supervisor to be present at all times while vessels are loading or unloading. In addition to the qualified supervisor, at least one responsible officer or official representative (with authority to make all operating decisions concerning the stevedoring of vessels at the PORT OF PENSACOLA shall be available for contact by the Port at all times.</td> </tr> <tr> <td data-bbox="293 919 370 1262">4.</td> <td data-bbox="370 919 1529 1262"> <p>The Stevedore Franchisee/Freight Handler shall cooperate fully with the Port in all respects by:</p> <ul style="list-style-type: none"> a) Advising in advance concerning the type of vessel to be loaded or unloaded; the estimated quantity of cargo to be loaded or unloaded; any special problems known in advance; b) Determining the equipment needed for the operation, and; c) Coordinating the sequence and timing of handling or loading/unloading operations for the convenience and efficiency of the PORT OF PENSACOLA; </td> </tr> <tr> <td data-bbox="293 1262 370 1346">5.</td> <td data-bbox="370 1262 1529 1346">The Stevedore Franchisee/Freight Handler shall promptly restore terminal working areas to a safe and orderly condition upon completion of handling or stevedoring operations.</td> </tr> <tr> <td data-bbox="293 1346 370 1430">6.</td> <td data-bbox="370 1346 1529 1430">The Stevedore Franchisee/Freight Handler shall comply with all rules and regulations contained in the PORT OF PENSACOLA Terminal Tariff No. 5-A and any revisions or re-issues thereof.</td> </tr> <tr> <td data-bbox="293 1430 370 1795">7.</td> <td data-bbox="370 1430 1529 1795"> <p>The Stevedore Franchisee/Freight Handler shall observe and operate in accordance with all laws, ordinances, rules and regulations applicable in any area within the jurisdictional limits of the CITY OF PENSACOLA. Additionally, the Stevedore Franchisee/Freight Handler shall conduct, observe, operate and comply with rules and regulations promulgated by the Port Director with respect to activities on Port property including, but not limited to:</p> <ul style="list-style-type: none"> a) Parking or driving; b) Operation of heavy equipment and protection of property, and; c) Servicing or repairing equipment; </td> </tr> </table>	1.	The Stevedore Franchisee/Freight Handler shall exercise care in the performance of its operations in order to prevent injury or death to any person or damage or loss of property.	2.	The Stevedore Franchisee/Freight Handler shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations.	3.	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8.	The Stevedore Franchisee/Freight Handler shall furnish Certificates of Insurance evidencing continuous coverage as delineated in ITEM 241a , ITEM 241c , and Section VII of Appendix A of this Tariff.
9.	In the event the PORT OF PENSACOLA furnishes equipment for the exclusive use of the Stevedore Franchisee/Freight Handler (subject to conditions, availability and charges), such equipment shall be under the direction and control of the Stevedore Franchisee/Freight Handler and the Stevedore Franchisee/Freight Handler is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment except to the extent that such injuries or damages arise directly out of proven negligence by the PORT OF PENSACOLA. It is incumbent upon the Stevedore Franchisee/Freight Handler to make a thorough inspection and satisfy itself as to the physical condition and capacity of the equipment, as well as the competency of the operator, if any; there being no representation or warranty by the PORT OF PENSACOLA with respect to such matters.
10.	It is agreed that all such equipment will be properly used by the Stevedore Franchisee/Freight Handler and not subject to abuse or more-than-normal wear and tear. If there is any such abuse or more-than-normal wear and tear, the Stevedore Franchisee/Freight Handler shall pay for the damage to such equipment.
11.	Upon conclusion of the period of use, all such equipment shall be returned to the PORT OF PENSACOLA in the same condition as when received, normal wear and tear expected.
12.	It shall be incumbent upon the Stevedore Franchisee/Freight Handler to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy itself that these are safe places for the access and the work to be performed. There is no representation or warranty by the PORT OF PENSACOLA with respect to such matters.
13.	It is understood and agreed that Stevedore Franchisee/Freight Handler will defend, indemnify and hold harmless the City of Pensacola/Port of Pensacola for any and all demurrage and/or detention charges, including costs or attorney's fees, arising out of its freight-handling operations at the Port.

STATEMENT OF UNDERSTANDING

I attest that all information provided in this application is true and accurate to the best of my knowledge. Furthermore, I attest that I have read, understood and agree to be bound by all applicable sections of the Port of Pensacola Tariff No. 5-A and all its revisions and amendments, with particular attention to those items dealing directly with Stevedoring/Freight Handling operations.

Agreed to this _____ day of _____, 20____.

BY: _____
(Authorized Representative – Notarized Signature Required)

(Name of Firm)

Receipt Acknowledged:

(Port Director or Authorized Representative)

(Date)



Memorandum

File #: 21-00047

City Council

1/21/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SPRING STREET PIPE REHABILITATION

RECOMMENDATION:

That City Council award a contract to Vortex Companies of Houston for stormwater system rehabilitation utilizing Houston Galveston Area Co-Operative (HGAC) Contract#TPO7-18 in the amount of \$231,284.25 plus a 10% contingency of \$23,128.43 for a total amount of \$254,412.68. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This project consists of rehabilitating an existing 36" stormwater pipe and associated underground structures (manholes) located on Spring Street between Wright and Chase Streets. The existing stormwater pipe and manholes are several decades old and in significant disrepair in numerous locations. As a result, the roadway above the pipe and structures has fallen in several times and has become a maintenance and safety issue to traffic. To minimize disruption to the roadway and to expedite the needed repairs, an in-place pipe lining system will be utilized to avoid excavating the roadway to remove and to replace the existing infrastructure in question. This process will ensure the pipe and structure's longevity for several more decades and will significantly reduce potential public safety issues with the roadway and access to the Downtown Library. The City of Pensacola purchases products and equipment through the Houston Galveston Area Co-Operative (HGAC). It is a co-operative which procures competitive pricing from multiple vendors for a large variety of industry services. Vortex Companies offers a Quadex Lining System (QLS), which is a propriety system consisting of a geopolymer infused pipe lining product. Leon County and other Florida municipalities have used the same company under the HGAC contract for similar projects with good results.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 296,000.00

Actual: \$ 231,284.25 Construction Contract
23,128.43 10% Contingency
3,469.12 Engineering Design (Completed)
30,000.00 Engineering Management/Inspection (Estimate)
5,000.00 Construction Testing/Misc. (Estimate)
\$ 292,881.80 TOTAL

FINANCIAL IMPACT:

This project's total approved budget is \$296,000.00 and is funded within the Stormwater Capital Projects Fund. To date, \$3,469.12 has been expended for completed items related to Engineering design and coordination. The remaining budget balance of \$292,530.88 is sufficient to cover the remaining items that have yet to be completed/expended.

CITY ATTORNEY REVIEW: Choose an item.

1/7/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
L. Derrik Owens, Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Proposal - Spring Street Culvert Rehabilitation
- 2) Brochure - Vortex HGAC Buy

PRESENTATION: No



To:	THE CITY OF PENSACOLA	Contact:	Roger Williams
Address:	2757 North Palafox Street Pensacola, FL	Phone:	(850) 436-5530
		Email:	RWilliams@cityofpensacola.com>
Project Name:	FL - Pensacola - Spring Street Culvert Rehab (R6) Structure+60'	Bid Number:	HGAC: R6 -TP07-18; 201444
Project Location:	N Springs, Pensacola	Bid Date:	9/22/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1-Base Bid					
001 - P35	Travel And Mobilization - Florida	1.00	EACH	\$15,000.00	\$15,000.00
002- A36	36" Clean And TV Storm Sewer	60.00	LF	\$41.40	\$2,484.00
003 - B1	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	60.00	LF	\$405.00	\$24,300.00
004 - A53	21" - 36" Post TV Inspection After Rehabilitation (*Providing Video Using GoPro)	60.00	LF	\$9.00	\$540.00
005 - G26	Manhole - Structure Rehabilitation - 1-inch Geopolymer Liner (S-7 Conflict MH; 6' Dia. MH - 9.5' Deep) (*Does Not Include Vacuum Testing)	179.00	SF	\$100.00	\$17,900.00
006 - B35	INFILTRATION CONTROL- CHEMICAL GROUT - *will Bill As Needed To Stop Heavy Infiltration	0.00	GAL	\$437.93	\$0.00
Total Price for above 1-Base Bid Items:					\$60,224.00
2-Alternate					
007 - O11	Barricades, Signs, And Traffic Diversion (per Setup, For The Duration Of The Project)	1.00	EACH	\$6,500.00	\$6,500.00
008 - O12	Traffic Control Plan (per Setup) *will Bill As Needed	0.00	EACH	\$450.00	\$0.00
009 - O13	Flagmen (2 Men For 10 Hrs/DY) *will Bill As Needed, Incase If Needed To Maintain Traffic Going In And Out Of Site Surrounding Businesses/Parking Lots	0.00	EADY	\$1,100.00	\$0.00
Total Price for above 2-Alternate Items:					\$6,500.00

Notes:

- Entire length and condition of host pipes is unknown. We were not provided with full length inspection video. Therefore, our liner thickness is based on preliminary analysis and assumptions. We reserve the right to revise our thickness and unit price depending on actual field conditions and or ovality. For bidding purposes, ovality was assumed at 0%.

NOTE: Prevailing wage rates have not been provided to QLS and therefore not included in this bid proposal.

Scope of work performed by QLS:

- Provide pre-work submittal
 - Manufacturer Calculation for Fully Deteriorated Pipe Conditions
 - Field Material testing (compressive only)
 - Mobilize equipment and personnel necessary to complete rehabilitation
 - Surface Preparation of pipe to receive geopolymer lining
 - Spray application of specified structural GeoKrete liner
 - Proposal does NOT include following:
 - Cold weather provisions - required when operating in temperatures 40 degrees F or below (no estimated field execution date provided). If site temperatures drop below 40 degrees we will require tents, heaters etc. If required they will be billed at \$5,000 per week for each week onsite.
 - Prevailing Wage Rates
 - Furnishing bid, performance, or payment bonds
 - Invert Repair
 - Bypass Pumping / damming / Flow Control
 - Base bid does not include Traffic control (QLS requires a 20' x 50' (or 10' x 100') working area at primary manhole and a 10' x 10' working area at the secondary manhole during all Pre-Cleaning & lining operations.)
 - **NOTE:** For this project our Primary set up will be in the intersection of Spring St and Chase. Our secondary setup will require diversion of traffic around the Storm manhole located in the intersection of Spring & Gregory. Maintenance of traffic at these locations will include the required Traffic barrels and signage as well as flaggers for the duration of the project. This proposal assumes equipment can be left on location overnight. QLS estimates that the duration of this traffic control setup will be approximately 2 days for Pre-Cleaning and 25 days for lining operations
 - Please refer Alternate-1 for Traffic control unit pricing. Please note, Item 007 - O11 does not include any allowance related to maintenance of any active traffic to and from site surrounding businesses/parking lots. If needed to be charged based on unit pricing established at Item 009 - O13
 - Heavy infiltration control (see note below) or invert repair
 - Point repairs or pipe jacking
 - Dust/Erosion Control
 - Pressure grouting
 - Well point/dewatering to lower water table
 - Material disposal or obstruction removal
 - Site clearing or excavation
 - Site Restoration
 - Permits, Fees (local, state or Federal)
- **General Notes & Conditions:**
 - Non-weather related delays (may include, but NOT limited to: Owner requested changes; Road closures due to community, city or private events; Utility conflicts or relocations not within our scope, any work stoppages outside the control of QLS) will result in additional fees of \$10,000/day.
 - Stop work due to insufficient bypass/water control will result in additional fees of \$10,000/day
 - Customer/Contractor to provide access for equipment within 50ft of pipe. Site access to be determined by physical inspection
 - Customer/Contractor to provide potable water supply (i.e. hydrant & meter in place) at no cost to QLS project team.
 - Pricing based on one (1) shift (10-12 hours/day; 6 days/week) and does not include working holidays and/or Sundays. If site hours are restricted to less than 10 hours a day, we reserve the right to adjust our unit rates accordingly.
 - Quantities and Infrastructure specific details relative to design inputs and installed material thickness are subject to change following field verification.
 - Heavy infiltration means infiltration that meets the definition of a runner or gusher, as defined by NASSCO's Pipeline Assessment Certification Program. Runner - water running into the sewer through a faulty joint or pipe wall. A continuous flow will be visible. Gusher - water entering the pipe under pressure through a defect or faulty joint.
 - QLS advises a minimum 30 day cure time of liner prior to any overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - QLS is not responsible for any damage to the Quadex liner from overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - When installing Geokrete on top of newly poured concrete, we recommend allowing at least 28 days of curing time before installing our Geokrete product to ensure the substrate has cured sufficiently.
 - Bid Proposal is good for 60 Days
 - QLS advises a minimum 30 day cure time of liner prior to any overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - Based on the video's provided by the owner/engineer our proposal includes cost associated with dewatering of water flow up to 1.5. Any efforts to manage/handle/bypass beyond these limits will be charged separately on as needed basis.
 - Based on the video's provided by the owner/engineer our proposal includes cost associated with cleaning storm pipe segments with silt not more than 1.5. Any efforts to clean/remove silt beyond these limits will be charged at \$235.00/Hr. Downtime for CCTV Crew associated with this heavy cleaning will be charged at \$215.00/Hr.

Payment Terms:

- Invoices must be paid 30 days from receipt. Unpaid invoices may be charged with a 6% interest fee.
- If this project is tax exempt, please include certificate with notification of award.

- Our Bid Proposal is valid for 60 days from the bid date.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, QLS reserves the right to adjust our unit price accordingly.
- Our proposal includes mobilization fee. If the Owner choose to allocate/release this project work along with "FL - Pensacola - Joe Pattis Parking Lot Culvert Rehab) IPRIME+; Estimate NO: 203953", then QLS will charge just 1-moblization fee (Higher of the two) for both the projects

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: QLS</p> <p>Authorized Signature: _____</p> <p>Estimator: Bhaumi Chaurasia (740) 707-1991 bchaurasia@vortexcompanies.com</p>
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To:	THE CITY OF PENSACOLA	Contact:	Brad Hinote
Address:	2757 North Palafox Street Pensacola, FL	Phone:	(850) 436-5530
		Email:	bradhinote@cityofpensacola.com
Project Name:	FL - Pensacola - Rehab - QLS (Wright To Gregory) - P7	Bid Number:	HGAC: R6 -TP07-18; 205451 - P7
Project Location:	Cypress Street, Pensacola	Bid Date:	12/28/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
002- A36	36" Clean And TV Storm Sewer	405.00	LF	\$28.00	\$11,340.00
003 - B1	36" STORM PIPE - QLS REHABILITATION - 1." Thickness	405.00	LF	\$310.00	\$125,550.00
004 - A53	21" - 36" Post TV Inspection After Rehabilitation (*Providing Video Using GoPro)	405.00	LF	\$0.00	\$0.00
005 - G26	Manhole - Structure Rehabilitation - 1-inch Geopolymer Liner (US MH - 45" X 32" X 6' 3" Deep & DS MH 73" X 48" X 10)	322.27	SF	\$55.00	\$17,724.85
006 - G27	Manhole - Structure Rehabilitation - 1/2-inch Geopolymer Liner	322.27	SF	\$20.00	\$6,445.40
007 - B35	INFILTRATION CONTROL- CHEMICAL GROUT - *will Bill As Needed To Stop Heavy Infiltration	0.00	GAL	\$100.00	\$0.00
008 - O11	Barricades, Signs, And Traffic Diversion (per Setup, For The Duration Of The Project)	1.00	EACH	\$3,500.00	\$3,500.00
009 - O12	Traffic Control Plan (per Setup) *will Bill As Needed	0.00	EACH	\$2,500.00	\$0.00
010 - O13	Flagmen (per Flagger, Per Hour) *will Bill As Needed	0.00	HR	\$40.00	\$0.00

Total Bid Price: \$164,560.25

Notes:

- Entire condition of host structure is unknown. We were not provided with inspection video/reports. Therefore, our liner thickness is based on preliminary analysis and assumptions. We reserve the right to revise our thickness and unit price depending on actual field conditions. For bidding purposes, ovality was assumed at 0% for pipe structures.

NOTE: Prevailing wage rates have not been provided to QLS and therefore not included in this bid proposal.

Scope of work performed by QLS:

- Provide pre-work submittal
- Field Material testing (compressive only)
- Mobilize equipment and personnel necessary to complete rehabilitation
- Surface Preparation of pipe to receive geopolymer lining
- Pressure grouting (To Be Billed as Needed)

Proposal does NOT include by QLS:

- Cold weather provisions - required when operating in temperatures 40 degrees F or below (no estimated field execution date provided). If site temperatures drop below 40 degrees, we will require tents, heaters etc. If required, they will be billed at \$5,000 per week for each week onsite.
 - Prevailing Wage Rates
 - Furnishing bid, performance, or payment bonds
 - Invert Repair
 - Bypass Pumping / damming / Flow Control
 - QLS requires a 20' x 50' (or 10' x 100') working area at primary manhole and a 10' x 10' working area at the secondary manhole during all Pre-Cleaning & lining operations.)
 - Please refer Traffic control unit pricing. Please note, Item 008 does not include any allowance related to maintenance of any active traffic to and from site surrounding businesses/parking lots. If needed to be charged based on unit pricing established at Item 008 - 010
 - Design
 - Heavy infiltration control (see note below) or invert repair
 - Point repairs or pipe jacking
 - Dust/Erosion Control
 - Well point/dewatering to lower water table
 - Material disposal or obstruction removal
 - Site clearing or excavation
 - Site Restoration
 - Permits, Fees (local, state or Federal)
- **General Notes & Conditions:**
 - Non-weather related delays (may include, but NOT limited to: Owner requested changes; Road closures due to community, city or private events; Utility conflicts or relocations not within our scope, any work stoppages outside the control of QLS) will result in additional fees of \$10,000/day.
 - Stop work due to insufficient bypass/water control will result in additional fees of \$10,000/day
 - Customer/Contractor to provide access for equipment within 50ft of pipe. Site access to be determined by physical inspection
 - Customer/Contractor to provide potable water supply (i.e. hydrant & meter in place) at no cost to QLS project team.
 - Pricing based on one (1) shift (10-12 hours/day; 6 days/week) and does not include working holidays and/or Sundays. If site hours are restricted to less than 10 hours a day, we reserve the right to adjust our unit rates accordingly.
 - Quantities and Infrastructure specific details relative to design inputs and installed material thickness are subject to change following field verification.
 - Heavy infiltration means infiltration that meets the definition of a runner or gusher, as defined by NASSCO's Pipeline Assessment Certification Program. Runner - water running into the sewer through a faulty joint or pipe wall. A continuous flow will be visible. Gusher - water entering the pipe under pressure through a defect or faulty joint.
 - QLS advises a minimum 30 day cure time of liner prior to any overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - QLS is not responsible for any damage to the Quadex liner from overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - When installing Geokrete on top of newly poured concrete, we recommend allowing at least 28 days of curing time before installing our Geokrete product to ensure the substrate has cured sufficiently.
 - Bid Proposal is good for 60 Days
 - QLS advises a minimum 30 day cure time of liner prior to any overhead or lateral construction (i.e. excessive vibrations, pile driving, etc.)
 - Our proposal includes standard dewatering for 2" of flow or less. Any additional dewatering / bypass / or flow control beyond these efforts or greater than 200 GPM will be charged separately on as needed basis.

Payment Terms:

- Invoices must be paid 30 days from receipt. Unpaid invoices may be charged with a 6% interest fee.
 - If this project is tax exempt, please include certificate with notification of award.
- Our Bid Proposal is valid for 60 days from the bid date.
 - This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, QLS reserves the right to adjust our unit price accordingly.
 - Our mobilization unit price includes timing this project up with another local project in order to create a full weeks schedule. If the Owner / Contractor is not flexible in with the install schedule and needs us to mobilize sooner, Vortex reserves the right to add our mobilization unit rate accordingly.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

QLS

Authorized Signature: _____

Estimator: Bhaumi Chaurasia
(740) 707-1991 bchaurasia@vortexcompanies.com



WHAT IS HGACBuy?

WE ELIMINATE THE BID PROCESS

HGACBuy is a "Government-to-Government" procurement service available nationwide. Governmental entities have been procuring products and services through HGACBuy for over 30 years. All contracts available to members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes.

HGACBuy's role is to conduct product research and surveys, write technical specifications, conduct pre-bid conferences, open bids, and evaluate responses. After contracts are awarded by the HGACBuy committee, HGACBuy certifies contract validity, and administers contracts.

All units of local government, including non-profits providing governmental services, are eligible to join HGACBuy.

WHY BID...
WHEN YOU CAN
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Contract #: TP07-18



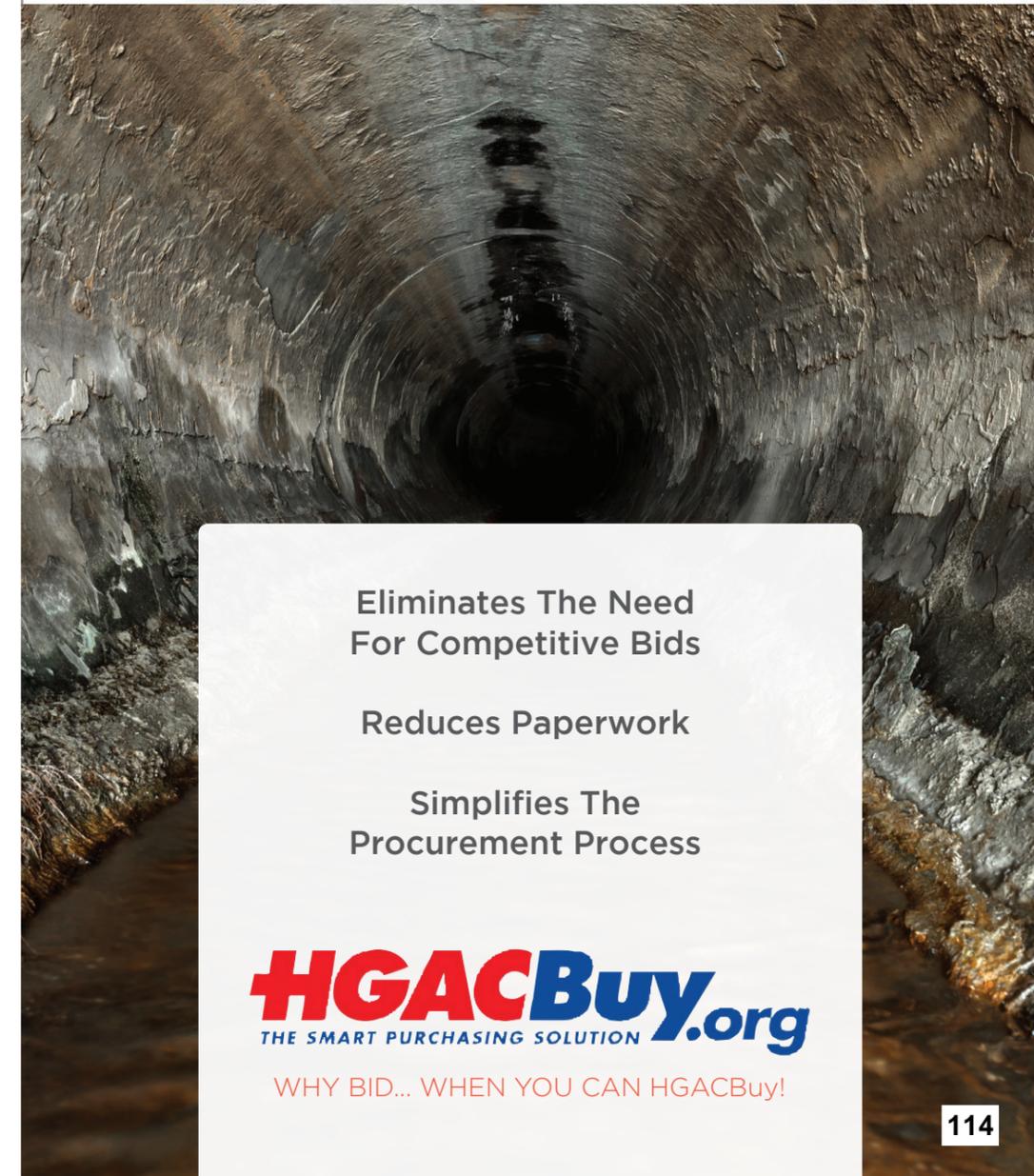
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Memorandum

File #: 21-00079

City Council

1/21/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Delarian Wiggins

SUBJECT:

APPROVING THE EAST GARDEN DISTRICT STREETScape PROJECT SCHEDULE

RECOMMENDATION:

That the City Council approve the attached project schedule for the East Garden District Streetscape project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On October 19, 2020 and November 12, 2020, the Community Redevelopment Agency and City Council, respectively, approved a Master Redevelopment Agreement with the East Garden District redevelopment project developers to construct streetscape improvements along Jefferson Street from Garden Street to Chase Street.

Per Section 2.6.A of the master redevelopment agreement, "Prior to or upon the completion of the Preconstruction Period, the Developer shall prepare and present to the City and the Agency for review and approval an overall Project Schedule detailing the Construction Period and the Completion Date, and the Developer shall commence construction of the Project in accordance with such schedule and the provisions of this Agreement."

A copy of the proposed project schedule and master redevelopment agreement is attached.

Implementation of this project furthers the goals and objectives set forth in the Urban Core Redevelopment Plan, which expressly contemplates and encourages redevelopment and enhancement of public rights-of-way and pedestrian walkways and provides private sector participation in remediating and preventing blighted conditions. The project also supports key waterfront connectivity, in conjunction with enhancing the remaining Jefferson Street segments of the "Hashtag" Waterfront Connector (Continuous Waterfront Trail System) project.

PRIOR ACTION:

July 15, 2019 - CRA approved Resolution No. 2019-04 CRA authorizing an interlocal agreement

between the City of Pensacola and the CRA pertaining to the Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019.

July 15, 2019 - CRA approved Supplemental Budget Resolution No. 2019-05 CRA appropriating funding in connection with the Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019.

August 5, 2019 - The CRA approved the scheduling of a workshop to discuss the use of the Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019.

February 3, 2020 - The CRA held a workshop to review recommended projects for funding through the Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019.

February 10, 2020 - The CRA approved the "Hashtag" Waterfront Connector improvements, Bruce Beach improvements, Community Maritime Park Day Marina, and Jefferson Road Diet/sidewalk repair and improvements (aka "East Garden District") projects for funding through the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

October 19, 2020 - The CRA approved Resolution No. 2020-05 CRA approving and authorizing the Master Redevelopment Agreement to construct streetscape improvements along Jefferson Street from Garden Street to Chase Street.

November 12, 2020 - City Council approved Resolution No. 2020-55, approving and authorizing the Master Redevelopment Agreement to construct streetscape improvements along Jefferson Street from Garden Street to Chase Street.

January 19, 2021 - Approved by the Community Redevelopment Agency Board

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Asst. CRA Administrator

ATTACHMENTS:

- 1) Project Schedule
- 2) Master Redevelopment Agreement

PRESENTATION: No

Williams Brown Inc. General Contractors
 801 West Romana Street Pensacola, Florida 32502
 Phone: (850) 477-7774 Fax: (850) 477-7713

Project Schedule: East Garden District Road Diet

Date: December 17, 2020

Scope Of Work	Duration/Days	Start	Finish
Phase 1A	21	4/5/2021	4/25/2021
Phase 1B	60	4/19/2021	6/25/2021
Phase 1C	21	4/26/2021	5/16/2021
Phase 1D	21	4/12/2021	5/2/2021
Phase 2A	30	5/3/2021	6/1/2021
Phase 2B	60	6/28/2021	9/2/2021
Phase 3	30	9/6/2021	10/5/2021

Substantial Completion Date: October 5, 2021 (184 calendar days) *

Final Completion Date: October 19, 2021 (198 calendar days) *

*** Note > Project construction phases overlap. Therefore the sum of the days listed by phase exceeds the total number of project calendar days.**

**MASTER REDEVELOPMENT AGREEMENT
(EAST GARDEN DISTRICT STREETScape PROJECT)**

By and Between

THE CITY OF PENSACOLA, FLORIDA,

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA

and

**41 N. JEFFERSON STREET, LLC, 2 NORTH PALAFOX, LLC AND
90 E. GARDEN STREET, LLC**

Dated as of ~~November 17~~ ^{December} 17, 2020

**MASTER REDEVELOPMENT AGREEMENT
(EAST GARDEN DISTRICT STREETScape PROJECT)**

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A	Developer Parcels
B	Conceptual Project Plan
C	Project Cost Estimate

**MASTER REDEVELOPMENT AGREEMENT
(EAST GARDEN DISTRICT STREETScape PROJECT)**

THIS MASTER REDEVELOPMENT AGREEMENT (EAST GARDEN DISTRICT STREETScape PROJECT) ("Agreement") is made and entered into this 17th day of ~~November~~ ^{December}, 2020 by and between the CITY OF PENSACOLA, FLORIDA, a municipal corporation (the "City"), the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes, (the "Agency"), and 41 N. JEFFERSON STREET, LLC, 2 NORTH PALAFOX, LLC AND 90 E. GARDEN STREET, LLC (collectively, the "Developers").

WITNESSETH:

WHEREAS, pursuant to Resolution No. 54-80 adopted by the City Council on September 25, 1980, and as confirmed and ratified pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council found and determined that an area designated therein as the "Pensacola Inner City" is a blighted area as therein described, that a combination of rehabilitation, conservation and redevelopment of the Pensacola Inner City is necessary, that there exists a need for a community redevelopment agency to function in the City to carry out community redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes (the "Act"), and that the Pensacola Inner City is appropriate for community redevelopment projects and is thereby designated a community redevelopment area; and

WHEREAS, pursuant to Resolution No. 55-80 adopted by the City Council on September 25, 1980, and as readopted and reaffirmed pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council declared itself to be the "Community Redevelopment Agency" in the City and vested all rights, powers, duties, privileges and immunities vested in a community redevelopment agency pursuant to Part III, Chapter 163, Florida Statutes, in the City Council; and

WHEREAS, pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council designated the boundaries and found and determined that an area designated therein as the "Urban Core Community Redevelopment Area" (the "Redevelopment Area") is a blighted area as therein described and that the rehabilitation, conservation and redevelopment is necessary and in the public interest; and

WHEREAS, pursuant to Ordinance No. 13-84 enacted by the City Council on March 8, 1984, the Urban Core Community Redevelopment Trust Fund was established into which the tax increment paid by each taxing authority each year is deposited in accordance with section 163.387, Florida Statutes, for the purpose of financing community redevelopment in the Redevelopment Area (the "Tax Increment"); and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02-10 approving an "Urban Core Community Redevelopment Plan 2010" for the Redevelopment Area (as may be further amended from time to time, the "Redevelopment Plan"); and

WHEREAS, on July 18, 2019, the City Council adopted Resolution No. 2019-31 which authorized issuance of the City's Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019 (the "Series 2019 Bond") to refinance certain debt obligations then outstanding and to finance new redevelopment projects in the Redevelopment Area, in furtherance of the Redevelopment Plan, and provided that the Series 2019 Bond would be payable from and secured by Tax Increment Revenues paid by the Agency to the City pursuant to interlocal agreement; and

WHEREAS, the Series 2019 Bond was issued on July 25, 2019; and

WHEREAS, the Developer owns certain parcels of real property located in the East Garden District as further described in Appendix A attached hereto (the "Developer Parcels") which parcels are within the boundaries of Redevelopment Area; and

WHEREAS, the Developer is undertaking redevelopment of the Developer Parcels with various uses which may include a hotel, parking facilities, restaurant, retail and other multiuse facilities (collectively, the "Developer Facilities"), all of which are generally contemplated by and are objectives of the Redevelopment Plan; and

WHEREAS, the Developer desires to redevelop and improve the Jefferson Street right of way north of Garden Street and south of Chase Street, which is a City right of way (the "Affected Right of Way"), in conjunction with development and redevelopment of the Developer Parcels which are adjacent or in close proximity to the Affected Right of Way; and

WHEREAS, the Developer has proposed to the City and the Agency that it will undertake all of the design, site work, construction and landscaping to modify the Affected Right of Way and adjoining areas with streetscape improvements so that it is more walkable and pedestrian friendly and to include certain aesthetic enhancements (collectively, the "Project") as further described in the Conceptual Project Plan attached hereto as Appendix B; and

WHEREAS, the total estimated cost of the Project is \$2,203,837 a breakdown of which is included in the Project Cost Estimate attached hereto as Appendix C; and

WHEREAS, the Developer has represented to the City and the Agency that it is willing to pay a substantial portion of the costs of the Project but will require financial assistance from the City and the Agency to undertake and complete the Project as herein set forth; and

WHEREAS, the financial assistance to be provided by the City and Agency includes a grant in the amount of \$1,375,000 (the "Redevelopment Incentive"); and

WHEREAS, the amount of the Redevelopment Incentive is reasonably estimated to be equal to or less than the Tax Increment generated by the Developer Parcels once improved with the Developer Facilities over the duration of the Redevelopment Plan; and

WHEREAS, the financial assistance to be provided by the City and the Agency as an inducement for installation and construction of the Project will result in creation of a vibrant, attractive and pedestrian friendly destination for residents and visitors of the Redevelopment Area; and

WHEREAS, the Developer has proposed that it will install and construct the Project in conjunction with redevelopment of the Developer Parcels; and

WHEREAS, the City has determined that the Project is consistent with the City's comprehensive plan; and

WHEREAS, the Developer Facilities are reasonably expected to generate substantial ad valorem and sales tax revenues through the term of the Redevelopment Plan and beyond; and

WHEREAS, the Project is expected to act as a catalyst for additional high quality redevelopment in the Redevelopment Area, thus significantly benefiting the City's economy and its citizens and significantly advancing the community redevelopment objectives set forth in the Act and the Redevelopment Plan; and

WHEREAS, the construction phase of the Developer Facilities and the Project is expected to create local jobs stemming from construction related activities, and upon completion, the Project is expected to create local jobs related to operation of the residential and commercial uses; and

WHEREAS, construction and operation of the Developer Facilities and Project is further expected to stimulate economic development in the City and to materially benefit the City, the taxing authorities which contribute Tax Increment and their respective residents for many reasons, including but not limited to the increased direct and indirect funds that will be received from ad valorem tax revenue, sales tax revenue, utility revenue, and other revenues; and

WHEREAS, the City and Agency therefore have an interest in the diverse economic benefits which would be created through construction of the Project and redevelopment of the Developer Parcels; and

WHEREAS, the City and Agency desire to facilitate the successful construction of the Project in order to realize the public and community redevelopment benefits identified herein; and

WHEREAS, provision of the Project is a valid and important public purpose in light of the need to redevelop the land within the Redevelopment Area, and the City and the Agency

are authorized by the Act to expend Tax Increment proceeds in furtherance of the community redevelopment objectives of remedying blight and preserving and enhancing the tax base; and

WHEREAS, the City and Agency hereby determine that the economic incentives and contributions contemplated herein are an advantageous means of inducing construction of the Project and which will serve a valid and paramount public purpose in that: (1) construction of the Project will directly promote redevelopment in the Redevelopment Area, as well as the overall economy of the City; (2) the Project will further the development of residential and commercial activities in the Redevelopment Area, thereby achieving essential objectives of the Redevelopment Plan and providing a more balanced and stable area economy and increased opportunities for gainful employment; (3) construction of the Project will stimulate and promote redevelopment in the Redevelopment Area as a whole; and (4) all economic incentives will be used for the public purposes described herein; and

WHEREAS, the parties now desire to enter into this Agreement in order to provide for installation and construction of the Project in furtherance of meeting the redevelopment goals and objectives set forth in the Redevelopment Plan; and

WHEREAS, the City has determined that it is necessary and in the best interests of the health, safety and welfare of the City and its inhabitants that the City make a grant to the Developer in the form of the Redevelopment Incentive to facilitate installation and construction of the Project, and that the Project shall constitute and serve the purposes of "community redevelopment" within the meaning and in accordance with the Act; and

WHEREAS, the parties acknowledge that redevelopment activities in the Redevelopment Area must be coordinated to insure their compliance and consistency with the Act and the Redevelopment Plan, and the parties mutually agree to cooperate to achieve such coordination, and

WHEREAS, this Agreement has been prepared and reviewed by the City, the Agency and the Developer, and all are desirous of entering into this Agreement to effectuate redevelopment of the Project Site upon the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 **Definitions.** Capitalized terms used herein shall have the meanings set forth in the Recitals above and as follows:

"Act" means Part III, Chapter 163, Florida Statutes known and referred to as the Community Redevelopment Act of 1969, as amended from time to time, and other applicable provisions of law.

"Agency" means the Community Redevelopment Agency of the City of Pensacola, Florida, created pursuant to Resolution No. 55-80 adopted by the City Council on September 25, 1980, as confirmed and ratified by Resolution No. 65-81 adopted by the City Council on September 22, 1981.

"Agreement" means this Master Redevelopment Agreement, including all Appendices and all amendments, modifications, addenda, supplements and revisions to this Agreement or to any of the Appendices.

"Approval Delay" means any delay in achieving a construction or development milestone which is caused by the failure of any applicable governmental authority to timely issue a Building Permit which is required for the construction of the Project.

"Building Permit" means the permit, certificate, license or other approval by the City or other applicable governmental authority required to be obtained, issued, granted, or received as the final such permit, certificate, license or approval prior to commencement of construction, or equipping of any existing structure located on the Project Site.

"City" means the City of Pensacola, Florida, a Florida municipal corporation and its successors or assigns.

"Commencement Date" means the date when the Developer begins the installation and construction of the Project.

"Completion Date" means the date when construction of the Project is completed as provided in Section 2.6 hereof.

"Conceptual Project Plan" means the site plan and narrative description of the conceptual plan for redevelopment of the Project Site prepared by the Developer and included herein as Appendix B.

"Construction Period" means the period of time beginning on the Commencement Date and ending on the Completion Date.

"Contract Documents" means the Design Documents and the general contractor

agreement executed by and between Developer (or any one of them) and a general contractor for the completion of the Project.

"Design Documents" means the Preliminary Design Documents and the Final Design Documents for the Project.

"Developer" means, collectively, 41 N. Jefferson Street, LLC, 2 North Palafox, LLC and 90 E. Garden Street, LLC, and their successors and assigns.

"Developer Facilities" means the various facilities and uses constructed by the Developer on the Developer Parcels which may include a hotel, parking facilities, restaurant, retail and other multiuse facilities.

"Developer Parcels" means the tax parcels owned by the Developer as described in Appendix A.

"Effective Date" means November_____, 2020, the effective date of this Agreement.

"Event of Termination" has the meaning ascribed to it in Article 7.

"Final Design Documents" means the final narrative and graphic description and depiction of the Project, including the final site plan, site elevation, design concept, any recommended streetscape improvements on or adjacent to the Project Site as prepared by or for the Developer.

"Force Majeure" means failure as a result of acts of God, (including fire, flood, earthquake, storm, hurricane or other natural disaster), epidemics, pandemics and related closures, war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, or terrorist activities or any other cause which is out of the control of the affected party.

"Warranty Bond" means a warranty bond provided by the Developer prior to receiving final payment for the Project, as further described in Section 2.6.F hereof.

"Preconstruction Period" means the period of time commencing upon the Effective Date of this Agreement and ending upon the sooner to occur of the following: (i) January 4, 2021 (unless extended by consent and agreement of the parties, which consent and agreement by the parties shall not be unreasonably withheld, conditioned or delayed, or by Force Majeure or Approval Delay), and (ii) the Commencement Date.

"Preliminary Design Documents" means a preliminary narrative and graphic description and depiction of the Project, including the preliminary site plan, site elevation, design concept, any recommended streetscape improvements on or adjacent to the Project, a depiction of the pedestrian and streetscape improvements prepared by or for Developer.

"Project" means installation and construction of (i) improvements to the Affected Right of Way and (ii) the Walkway Improvements.

"Project Cost Estimate" means the estimate of all Project Costs included herein as Appendix C.

"Project Costs" means all costs, both direct and indirect, incurred by the Developer in designing, permitting, installing and constructing the Project.

"Project Schedule" means the schedule and sequence of events prepared by the Developer for review and approval by the City and the Agency for the commencement, progression, and completion of the design, construction, rehabilitation, equipping and furnishing of the Project, including revisions, amendments and changes thereto made from time to time as provided herein.

"Project Site" means the site of the Affected Right of Way and Walkway Improvements.

"Termination Date" means the date on which this Agreement is terminated and is no longer of any force and effect as provided herein in Article 6.

"Walkway Improvements" means pedestrian and walkway improvements adjacent to or in proximity to the Affected Right of Way, which may include but are not limited to curbs, sidewalks, lighting, signage, benches, bollards, street art or sculptures, waste receptacles, fountains, street access points and utility relocations, if any, together with associated landscaping improvements, as further described in the Conceptual Project Plan.

Section 1.2 **Use of Words and Phrases.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number and the word "person" shall include corporations and associations, including public bodies, as well as natural persons. "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

Section 1.3 **Florida Statutes.** All references herein to "Florida Statutes" are to Florida Statutes (2019), as amended from time to time, unless specifically indicated otherwise.

ARTICLE 2

PURPOSE: FINDINGS: INTENT

Section 2.1 **Purpose.** The purpose of this Agreement is to outline the details of the transaction, and the commitments and responsibilities of each of the parties from conceptual planning through final Project completion, and to provide acceptable releases to each of the parties should the Project fail to proceed, or be terminated pursuant to the provisions of this Agreement, at any point in time.

Section 2.2 Findings.

A. The City and the Agency do hereby find that the Project will advance the community redevelopment goals and objectives set forth in the Redevelopment Plan which expressly contemplates and encourages redevelopment and enhancement of public rights of way and pedestrian walkways in the Redevelopment Area and provides for private sector participation in remediating the blighted conditions therein.

B. The City and the Agency do hereby find that the Developer has represented to City and the Agency that the Developer needs financial assistance from the City and the Agency in order for the Project to proceed.

C. The City and the Agency do hereby find that there is, in fact, a need for financial assistance by the City and the Agency for the Project to proceed.

D. The City and the Agency do hereby find that the City has an interest in the diverse economic benefits resulting from the construction and operation of the Developer Facilities and that the Project is consistent with and furthers the objectives of the Redevelopment Plan and is in the best interest of the citizens of the City.

E. The parties hereto recognize and acknowledge and do mutually find that but for the financial assistance provided for herein, the Developer would not undertake construction of the Project and redevelopment of the Project Site, and such assistance is a critical and important inducement without which such construction and redevelopment would not be undertaken.

Section 2.3 Intent. It is the intent of the parties hereto to efficiently, effectively and economically cause the successful construction of the Project in order to improve the Affected Right of Way, specifically, and the conditions in the Redevelopment Area, in general, as well as implement the Redevelopment Plan and otherwise further the purposes of the Act. It is further the intent of the parties that the Developer shall permit, design, engineer, construct, equip, and otherwise complete the Project by a Completion Date to be mutually agreed upon by the parties. The parties mutually recognize and acknowledge that the Developer will require the City's and the Agency's financial assistance, the extent of which is set forth in Section 2.4.

Section 2.4 Project Funding & Cost Overruns.

A. The cost of the Project is estimated to be \$2,203,837 as further described in the Project Cost Estimate. The Developer shall be responsible for funding and financing installation and construction of the Project, subject to the City contribution described below.

B. Section 163.387 of the Act authorizes "area reinvestment agreements" between a community redevelopment agency and private parties pursuant to which the increment computed for a specific area is reinvested in services or public or private projects, or both, including debt service, supporting one or more projects consistent with the community

redevelopment plan that is identified in the agreement to be constructed within that area. It is the express intent of the parties hereto that this Agreement shall constitute and be construed as an area reinvestment agreement within the meaning of the Act.

C. The City hereby agrees to pay the Redevelopment Incentive to the Developer in accordance with the terms set forth herein, to induce the Developer to install and construct the Project.

D. The City shall contribute the Redevelopment Incentive in a total amount not to exceed \$1,375,000, in accordance with the following terms:

1. \$125,000 upon the Developer's receipt of all necessary permits for the Project.
2. \$312,500 upon completion of 30% of the Project as certified by the Developer's general contractor for the Project.
3. \$312,500 upon completion of 60% of the Project as certified by the Developer's general contractor for the Project.
4. \$312,500 upon completion of 90% of the Project as certified by the Developer's general contractor for the Project.
5. \$312,500 upon completion of 100% of the Project as certified by the Developer's general contractor for the Project and the Developer's delivery to the City of the Warranty Bond described in Section 2.6.F hereof.

E. The foregoing payments shall be made by the City to 90 E. Garden Street, LLC within seven (7) business days of the milestones set forth above.

F. The City intends to finance such contribution with proceeds of the Series 2019 Bond.

G. Except for the contribution of the City described above, all other Project Costs associated with the design, installation and construction of the Project shall be the responsibility of the Developer.

H. Cost overruns, if any, which result from changes to the Project deemed necessary by the Agency for consistency with the Redevelopment Plan or Conceptual Project Plan shall be the responsibility of the Developer. Cost overruns, if any, which result from changes to the Project which are necessary to comply with the City's land development code provisions or requirements of other applicable regulatory boards or agencies shall be the responsibility of the Developer. Cost overruns, if any, resulting from discretionary requests of the City or Agency pertaining to the Affected Right of Way or Walkway Improvements shall be the responsibility of the City and/or Agency.

Section 2.5 Ownership and Operation of Improvements Comprising Project.

The City is and shall continue to be the owner of the Affected Right of Way and Project Site, and shall be solely responsible for the expenses associated with ownership, operation and maintenance of the improvements comprising the Project including the Affected Right of Way and the Walkway Improvements installed and constructed by the Developer hereunder; provided, however, that (i) the City and Agency shall assume no ownership or maintenance responsibility for Walkway Improvements or any other improvements installed or constructed by the Developer located or situated on the Developer Parcels or any other privately owned property, and (ii) the Developer is responsible for providing the Warranty Bond in accordance with Section 2.6.F hereof.

Section 2.6 Project Schedule & Completion Date.

A. Prior to or upon the completion of the Preconstruction Period, the Developer shall prepare and present to the City and the Agency for review and approval an overall Project Schedule detailing the Construction Period and the Completion Date, and the Developer shall commence construction of the Project in accordance with such schedule and the provisions of this Agreement.

B. The planning, design, development, construction, equipping, and completion of the Project by the Developer shall be undertaken, diligently continued and completed in substantial accordance with this Agreement and by the dates set forth in the Project Schedule subject to revision as provided below.

1. Due to changes in circumstances, expectations, or assumptions of the parties not now known to or by the parties, the Project Schedule may be revised by the Developer and/or the City from time to time, by prior written notice of such revision between the parties which revision shall be effective upon approval of such written notice by the other party. Such approval shall not be unreasonably withheld and if not approved or rejected within twenty (20) calendar days of receipt, then such revision shall be deemed approved.

2. Subject to Force Majeure and Approval Delay, in the event of a change in Completion Date of the Project, for whatever reason, the City or Developer may terminate this Agreement; provided, however, that if the City determines that the Developer is reasonably capable of achieving completion of the Project within ninety (90) days beyond the Completion Date set forth in the Project Schedule, the Developer shall have an additional ninety (90) days beyond the Completion Date to complete the Project before the City may terminate this Agreement.

C. Construction of the Project will be considered complete upon:

1. Receipt by the City of an affidavit from the Developer's contractor stating that the Project has been completed, subcontractors have been paid for construction of same and all construction or other liens related to same have been released; and

2. Acceptance of the Project by the City in accordance with City policies and standards for acceptance of public infrastructure by private developers, including but not limited to the provision of sealed as-built plans and a written release of all liens associated with the work. Such acceptance by the City shall not be unreasonably withheld, conditioned or delayed.

D. The Developer will provide periodic construction status updates to the City and will notify the City of impending completion.

E. Notwithstanding anything herein or in the Project Schedule to the contrary, the Completion Date of the Project shall be no later than one (1) year after the Effective Date, subject to Force Majeure and Approval Delays.

F. Correction Period

1. If within five (5) years after the date the City accepts the Project, the City gives the Developer written notice that any portion of the Project has been found to be not in accordance with the requirements of the Contract Documents or the Florida Building Code, or that the Developer's repair of any damages to the Project Site or adjacent areas has been found to be not in accordance with the requirements of the Contract Documents or the Florida Building Code, then after receipt of such notice of the condition the Developer shall promptly, without cost to the City and in accordance with the City's written instructions:

a. furnish to the City a correction/remediation plan within thirty (30) days of the City furnishing its notice of the condition.

b. Upon the City's acceptance of the Developer's correction/remediation plan, the Developer shall correct the condition or such adjacent areas as set forth in Developer's correction/remediation plan.

2. The City shall give any such notice of defect within 30 days of the discovery that such Project work or repairs is defective.

3. If, after receipt of a notice of defect within 30 days and within the correction period, the Developer does not furnish a correction/remediation plan, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Project work corrected or repaired or may have the rejected work removed and replaced. The Developer shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Except in an emergency where delay would cause serious risk

of loss or damage, the City shall not undertake any repairs, review, or studies without first furnishing Developer notice and the opportunity to make corrections or furnish a correction/remediation plan.

4. As a condition precedent to the City's acceptance of the Project and obligation to make final payment, the Developer shall furnish a Warranty Bond in the sum of \$425,000, substantially in the form of EJCDC® C 612, Warranty Bond (2018). The Warranty Bond period will extend to a date five (5) years after the City's acceptance of the Project, and is intended to secure the obligation of the Developer to correct work as provided in this Section 2.6.F. The Warranty Bond must be issued by the same surety that issues the performance bond required under Section 3.3.L hereof. The Developer shall deliver the fully executed Warranty Bond to City prior to or with the final application for payment.

5. The Developer's obligations under this Section 2.6.F are in addition to all other obligations and warranties. The provisions of this Section 2.6.F are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

Section 2.7 **Conceptual Project Plan.** The Developer shall install and construct the Project in accordance with the Conceptual Project Plan. The Conceptual Project Plan is conceptual only and may be amended as construction unfolds, provided that any such amendment is subject to review by the Agency to ensure consistency and compliance with the Redevelopment Plan. The Agency shall expeditiously review any such modifications and agrees to not unreasonably withhold, condition or delay its approval of same.

ARTICLE 3
REPRESENTATIONS, WARRANTIES, COVENANTS AND OBLIGATIONS OF THE DEVELOPER

Section 3.1 **Representations and Warranties.** The Developer represents and warrants to the City and Agency that each of the following statements is presently true and accurate as of the date hereof and can be relied upon by the City and Agency:

A. Each constituent of the Developer (41 N. Jefferson Street, LLC, 2 North Palafox, LLC and 90 E. Garden Street, LLC) is a duly organized and validly existing limited liability company under the laws of the State of Florida, has all requisite power and authority to carry on its business as now conducted, to own or hold properties and to enter into and perform its obligations hereunder and each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. The principal place of business of the Developer is 41 N. Jefferson Street, 4th Floor, Pensacola, Florida 32502. The manager(s) or managing member(s) thereof executing this Agreement on behalf of the Developer are authorized to act on behalf of the Developer and execute this Agreement and on behalf of the Developer and any such actions by such officers shall be binding upon and enforceable against the Developer.

C. Each document in connection with the Project to which Developer is or will be a party has been duly authorized by all necessary action on the part of, and has been, or will be duly executed and delivered by, the Developer and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof (i) requires the approval and consent of any other party, except such as have been duly obtained, (ii) contravenes and existing law, judgment, government rule, regulation or order applicable to or binding on the Developer, or (iii) contravenes or results in any breach of, default under or results in the creation of any lien or encumbrance upon any property of the Developer other than the Developer Parcel under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Developer's partnership or joint venture agreement, or any other agreement or instrument to which the Developer is a party.

D. This Agreement will constitute a legal, valid and binding obligation of the Developer, and each member thereof, enforceable against the Developer and each member thereof in accordance with the terms thereof, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which effect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

E. There are no pending, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency against the Developer or any partner thereof, which question this Agreement or the validity of any instrument or document contemplated hereunder or which are likely in any case, or in the aggregate, to materially adversely affect the successful development of the Project, the consummation of the transactions contemplated hereunder or the financial condition of the Developer.

F. The Developer, and each member thereof, has filed or caused to be filed all federal, state, local and foreign tax returns, if any, required to be filed by the Developer and each member thereof and has paid all taxes shown to be due and payable on such returns or on any assessments levied against the Developer and each member thereof.

Section 3.2 Covenants of the Developer. The Developer covenants with the City and the Agency that the Developer shall timely fulfill or cause to be fulfilled all of the conditions and obligations expressed herein which are within the control of the Developer or which are the responsibility of the Developer to fulfill. Each constituent member of the Developer (41 N. Jefferson Street, LLC, 2 North Palafox, LLC and 90 E. Garden Street, LLC) shall be jointly and severally obligated for performance under this Agreement.

Section 3.3 Obligations of the Developer.

A. The Developer shall permit, design, construct and improve the Project in accordance with the Design Documents.

B. Upon execution of this Agreement the Developer shall commence the process of

designing the Project and shall forward the Preliminary Design Documents to the City and Agency for review and approval to ensure consistency with City standards for public improvements projects and the Redevelopment Plan.

C. As provided in Section 7.15 hereof, this Agreement shall not be construed as a development approval or to convey development rights upon the Developer. Prior to commencing construction of the Public Improvements, the Developer must submit to the City appropriate development applications for development permits or other entitlements. The City shall accept from the Developer for processing and review all such applications, provided that such applications are submitted in accordance with all City rules and regulations and all fees are timely and properly paid. All required permits and development approvals must be obtained prior to commencing construction. Nothing in this Agreement shall be construed to waive or modify applicable land development code and requirements of the City.

D. The Developer shall be responsible for engaging the professional services required and for the payment of all costs associated with design and construction of the Project.

E. The Developer shall coordinate with the City's engineer and the Agency through the Completion Date to ensure design and construction of the Project in a manner consistent with City standards and the Design Documents. No construction efforts shall commence until the City and Agency have reviewed and accepted the Design Documents in the manner contemplated by this Section 3.3 and Developer has received all required Building Permits.

F. All design, engineering and construction by Developer shall be done in accordance with all applicable laws and regulations of the federal, state and local governments, including but not limited to, compliance with all building codes, planning ordinances and regulations and zoning ordinances and regulations of the City.

G. The Developer shall be responsible for and shall initiate, diligently continue and complete the Project as contemplated by this Agreement, including the preparation of the Design Documents, and the construction, and equipping of the Project substantially in accordance with the approved Building Permit(s).

H. If the Final Design Documents reflect any material changes to the Preliminary Design Documents, then such documents shall be submitted to the City and the Agency for review and approval.

I. The Developer shall ensure that the Project including each component thereof adheres to all applicable building, zoning, parking, life safety, growth management, and all other codes and ordinances that may apply to the Project and Project Site.

J. The Developer shall have no authority to borrow money secured by the Affected Right of Way or Walkway Improvements (except and only to the extent any portion of the Walkway Improvements is located on a Developer Parcel) or incur any debt or liability on

behalf of the City or the Agency.

K. The Developer shall contract with a licensed and insured general or roadway contractor for the construction phase, and ensure that the contractor chosen by the Developer uses its proper skill and care in constructing the Project. The Developer shall also ensure that such contractor obtains a performance bond reasonably acceptable to the City.

L. The Developer hereby indemnifies the City and Agency against all claims, costs, losses, demands, actions, proceedings, judgments, settlements and liability arising out of any breach or non-observance of the Developer's obligations in this Agreement.

M. The Developer shall obtain and deliver to the City evidence of commercial general liability insurance in amounts reasonably satisfactory to the City, which insurance the Developer shall maintain at all times during the construction of the Project.

ARTICLE 4
REPRESENTATIONS, WARRANTIES, COVENANTS
AND OBLIGATIONS OF THE CITY

Section 4.1 **Representations and Warranties.** The City represents and warrants to Developer that each of the following statements is presently true and accurate as of the date hereof and can be relied upon by Developer:

A. The City is a validly existing municipal corporation of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a part.

B. This Agreement has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the City and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof (i) requires the approval and consent of any other party, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the City or (iii) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon any party or the City, under any indenture, mortgage, deed of trust, bank loan or credit agreement, any special acts, ordinances, resolutions or any other agreement or instrument to which the City is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the City outstanding on the Effective Date.

C. This Agreement will constitute, a legal, valid and binding obligation of the City enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

D. This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto.

Section 4.2 **Covenants of the City.** The City covenants with Developer that:

A. The City shall timely fulfill or cause to be fulfilled all of the conditions and obligations expressed herein which are within the control of the City or which are the responsibility of the City to fulfill.

B. The City shall not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto, or, to the extent permitted by law, enact or adopt or urge or encourage the enactment or adoption of any laws, ordinances, resolutions, rules, regulations or orders or approve or enter into any contracts or agreements, including issuing any bonds, notes, or other forms of indebtedness, that will result in any provision of this Agreement to be in violation thereof or which would materially impair the City's ability to perform its obligations under this Agreement.

Section 4.3 **Obligations of the City.**

A. The City agrees to timely and expeditiously process all applications received by the Developer for construction approvals and permits for the Project, provided that such applications are submitted in accordance with all City rules and regulations and all fees are timely and properly paid. All required permits and construction approvals, whether issued by the City or any other governmental agency, must be obtained prior to commencing construction. Nothing in this Agreement shall be construed to waive or modify applicable land development code provisions and requirements of the City. The Developer shall be solely responsible for obtaining any construction approvals and permits required by any governmental agency other than the City for construction and completion of the Project.

B. The City agrees to cooperate and expeditiously provide information, approvals and answers to the Developer upon written request, and shall not unreasonably withhold, condition or delay any such approvals.

ARTICLE 5
REPRESENTATIONS, WARRANTIES, COVENANTS
AND OBLIGATIONS OF THE AGENCY

Section 5.1 **Representations and Warranties.** The Agency represents and warrants to Developer that each of the following statements is presently true and accurate as of the date hereof and can be relied upon by Developer:

A. The Agency is a validly existing public body corporate and politic of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement.

B. This Agreement has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Agency and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof (i) requires the approval and consent of any other party, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or (iii) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon any party or the Agency, under any indenture, mortgage, deed of trust, bank loan or credit agreement, any special acts, ordinances, resolutions or any other agreement or instrument to which the Agency is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Agency outstanding on the Effective Date.

C. This Agreement will constitute, a legal, valid and binding obligation of the Agency enforceable against the Agency in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

D. This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto.

Section 5.2 **Covenants of the Agency.** The Agency covenants with Developer that:

A. The Agency shall timely fulfill or cause to be fulfilled all of the conditions and obligations expressed herein which are within the control of the Agency or which are the responsibility of the Agency to fulfill.

B. The Agency will not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto, or, to the extent permitted by law, enact or adopt or urge or encourage the enactment or adoption of any laws, ordinances, resolutions, rules, regulations or orders or approve or enter into any contracts or agreements, including issuing any bonds, notes, or other forms of indebtedness, that will result in any provision of this Agreement to be in violation thereof or which would materially impair the Agency's ability to perform its obligations under this Agreement.

Section 5.3 **Obligations of the Agency.**

A. The Agency agrees to timely and expeditiously review the Design Documents and to negotiate in good faith any changes or revisions deemed by the Agency as necessary for the Design Documents to be consistent with the Redevelopment Plan.

B. The Agency agrees to cooperate and expeditiously provide information, approvals and answers to the Developer upon written request.

ARTICLE 6

EVENTS OF TERMINATION AND DEFAULT

Section 6.1 Events of Termination During the Preconstruction Period. Upon written notice to the other party during the Preconstruction Period, the respective party shall have the right to terminate this Agreement for any of the following Events of Termination. In any such Event of Termination, each party shall be responsible for its own costs.

A. Should the Developer fail to receive financing commitments, then the Developer may choose to terminate this Agreement.

B. Should the Developer fail to obtain all necessary development approvals and/or permits during the Preconstruction Period, subject to extension for Force Majeure and/or Approval Delay, then any of the parties hereto may choose to terminate this Agreement.

C. Should the parties fail to reach agreement on the Design Documents or any of its material components after good faith efforts to do so, then either party may terminate this Agreement.

D. Determination by any of the parties that the costs estimated for the Project component are too high or not economically feasible, provided, however, that each of the parties acknowledges that the costs set forth in the Budget are economically feasible.

Section 6.2 Events of Default; Notice, Cure and Remedies.

A. Each of the following is hereby declared an "Event of Default" with respect to this Agreement:

1. A default by any party in the due and punctual performance of the covenants, conditions, agreements and provisions contained in this Agreement.

2. Any representation or warranty of any party hereto shall prove to have been untrue in any material respect.

3. Any party admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof.

4. Any party is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the party, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the party, a receiver or trustee of the party or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

Pensacola, Florida 32502
Attention: City Administrator

With copy to: Office of the City Attorney
City of Pensacola
222 W. Main St.
Pensacola, Florida 32502

To the Agency: Community Redevelopment Agency of the City of Pensacola
222 W. Main St.
Pensacola, Florida 32502
Attention: CRA Administrator

To the Developer: c/o Chad C. Henderson
41 N. Jefferson Street, 4th Floor
Pensacola, Florida 32502

With a copy to: William H. Mitchem
Beggs & Lane, RLLP
501 Commendencia Street
Pensacola, Florida 32502

The addresses to which notices are to be sent may be changed from time to time by a written notice of such change from the party changing its address delivered to the other parties. Until such a notice is received, a party may rely upon the last address received for the other party.

Section 7.2 Consents and Approvals.

(A) All consents and approvals which may be given under this Agreement shall, as a condition of their effectiveness, be in writing. The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any other act, except as expressly set forth herein to the contrary.

(B) Unless expressly provided otherwise, all consents and approvals which may be given by a party under this Agreement shall not (whether or not so indicated elsewhere in this Agreement) be unreasonably withheld, delayed, or conditioned by such party and shall be given or denied within a reasonable time. Upon disapproval of any request for a consent or approval, the disapproving party shall, together with notice of such disapproval, submit to the requesting party a written statement setting forth with specificity its reasons for such disapproval.

Any amendments to this Agreement will require the approval of the City Council for the City and the governing body of the Agency.

Section 7.3 **Invalid Provisions.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder of this Agreement can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

Section 7.4 **Applicable Law and Construction.** The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. The submission of this document to the parties for examination thereby does not constitute an offer to buy, or a reservation of or operation for the Project, the Project Site, or any part thereof. This Agreement has been negotiated by the City, Agency and the Developer, and this Agreement, including the appendices, and each of them, the City, the Agency, and the Developer shall be deemed to have participated in the preparation thereof.

Section 7.5 **Submission to Jurisdiction.**

A. Each party to this Agreement hereby submits to the jurisdiction of the State of Florida, Escambia County and the courts thereof for the purposes of any suit, action or other proceeding arising out of or relating to this Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

B. If at any time during the term of this Agreement, the Developer is not a resident of the State of Florida or has no officer, employee, or agent thereof available for service of process who is a resident of the State of Florida, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, employee, agent, or general partner available for service of process in the State of Florida, the Developer for itself and its successors or assigns hereby designates the Secretary of State, State of Florida, its agent for the service of process in any court action between it and the Agency arising out of or related to this Agreement and such service shall be made as provided by the laws of the State of Florida for service upon a nonresident; provided, however, that at the time of service on the Secretary of State, a copy of such service shall be mailed by prepaid, registered mail, return receipt requested, to the Developer at the address for notices as provided in Section 7.1 hereof.

Section 7.6 **Complete Agreement.** This Agreement, including the Appendices, and all of the terms and provisions contained herein, constitute the full and complete agreement between the parties hereto, and supersedes and controls over any and all prior agreements, understandings, representations, and statements, whether written or oral, made with regard to the matters addressed by this Agreement. This Agreement can be modified or amended only by

a writing signed by all parties hereto.

Section 7.7 **Captions.** The section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement, or any part thereof, or in any way affect this Agreement, or construe any article or section hereof.

Section 7.8 **Successors, Assigns and Grantees.** The terms herein contained shall bind and inure to the benefit of the City, the Agency, the Developer and its successors and assigns, except as may be otherwise specifically provided herein.

Section 7.9 **Holidays.** It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given or done on a Saturday or Sunday or on a legal holiday observed in the City of Pensacola, Florida, it shall be postponed to the next following business day not a Saturday, Sunday, or legal holiday.

Section 7.10 **Appendices.** Each Appendix referred to in and attached to this Agreement is an essential part of this Agreement. The Appendices, and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of and incorporated within this Agreement.

Section 7.11 **No Brokers.** The City, the Agency and the Developer hereby represent, agree and acknowledge that no real estate broker or other person is entitled to claim or to be paid a commission solely as a result of the execution and delivery of this Agreement.

Section 7.12 **Developer Not Agent of Agency or City.** The Developer and any contractor hired by Developer are not individually or collectively and shall not be deemed to be individually or collectively an agent or contractor of the Agency or the City, and are not subject to nor shall be required to comply with any laws, ordinances, regulations, orders, or policies of or applicable to the Agency or the City applicable or relating to public works projects of the Agency or the City or contractors retained by the Agency or the City for such types of projects. Nothing contained in this Agreement shall be construed or deemed to name, designate, or cause (either directly or indirectly) the Developer, or any contractor thereof, to be an agent for the Agency or the City.

Section 7.13 **Public Purpose.** This Agreement satisfies, fulfills, and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a proper exercise of the City's and Agency's redevelopment powers and authority under the Act.

Section 7.14 **Technical Amendments.** The Mayor, Chair of the Agency, or his or her designee, as to the City and Agency, is authorized to approve such changes and the Mayor, Chair, his or her designee, and other appropriate City or Agency officials are authorized to execute any amendments to this Agreement to address technical terms or correct scrivener's errors to make and incorporate such amendment or change to this Agreement, or any Appendix or any other agreement contemplated hereby

Section 7.15 **Agreement Not a Chapter 86-191 Laws of Florida Development Agreement.** The City, Agency, and the Developer acknowledge and agree that it is their mutual intent that this Agreement, including any Appendix, is an agreement contemplated by Part III, Chapter 163, Florida Statutes, and is not a development agreement described in Sections 163.3220-163.3243, Florida Statutes, originally enacted as Chapter 86-191, Laws of Florida, entitled the "Local Government Development Agreement Act." Nothing herein shall be construed as a development approval or to convey development rights upon the Developer.

Section 7.16 **Third Parties.** This Agreement is solely for the benefit of the Developer and the City, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Developer and the City any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. Nothing contained in this Agreement shall limit or impair the Developer's right to protect its rights from interference by a third party.

Section 7.17 **Waiver of Jury Trial.** Each party hereto waives all right to trial by jury in any claim, action, proceeding or counterclaim the party may have against the other parties hereto regarding any matters arising out of or in any way connected with this Agreement.

Section 7.18 **Compliance with Laws.** The Developer will be solely responsible for obtaining all permitting, zoning, building, and other approvals required in conjunction with the proposed Project. The City agrees to cooperate with Developer with respect to obtaining any required approvals; however in entering into this Agreement the City expressly reserves its police power to review and determine all requested zoning and permit approvals in accordance with the City's obligations under federal, state, and local law. The Developer is responsible at all times for complying with all applicable federal, state, and local laws.

Section 7.19 **Severability.** If any portion of any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent determined by law.

Section 7.20 **Time of Essence.** Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings, and conditions to be performed hereunder by the parties.

Section 7.21 **Effective Date.** The Effective Date of this Agreement shall be the day and year first above written.

Section 7.22 Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOST OPPORTUNITY OR LOST PROFITS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND NO MULTIPLIER OR SIMILAR CONCEPT SHALL BE APPLIED FOR PURPOSES OF CALCULATING LOSSES.

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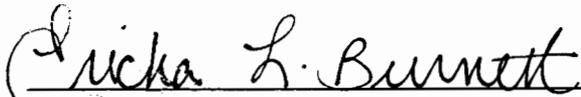
IN WITNESS WHEREOF, the City, the Agency and the Developer, by and through the undersigned, have entered into this Master Redevelopment Agreement as of the day and year first above written.

CITY OF PENSACOLA, FLORIDA

[Seal]

By: 
Mayor

Attest:


City Clerk

IN WITNESS WHEREOF, the City, the Agency and the Developer, by and through the undersigned, have entered into this Master Redevelopment Agreement as of the day and year first above written.

**COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF PENSACOLA**

[Seal]

By: *James M. ...*
Chair

Attest:

Trisha L. Burnett
City Clerk

IN WITNESS WHEREOF, the City, the Agency and the Developer, by and through the undersigned, have entered into this Master Redevelopment Agreement as of the day and year first above written.

2 NORTH PALAFOX, LLC, a Florida limited liability company

By: [Signature]
Chad C. Henderson, Manager

41 N. JEFFERSON STREET, LLC, a Florida limited liability company

By: [Signature]
Chad C. Henderson, Manager

90 E. GARDEN STREET, LLC, a Florida limited liability company

By: [Signature]
Chad C. Henderson, Manager

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9th day of December, 2020, by Chad C. Henderson, as the Manager of 2 North Palafox, LLC, 41 N. Jefferson Street, LLC, and 90 E. Garden Street, LLC, on behalf of each company. He is personally known to me.

Karen D. Hinton
Notary Public

My Commission Expires: May 24, 2023



(AFFIX NOTARIAL SEAL)

IN WITNESS WHEREOF, the Parties hereto, by and through the undersigned, have entered into this Master Redevelopment Agreement as of the day and year first above written.

Approved as to Content

M. Helen Gibson

M. Helen Gibson, CRA Administrator

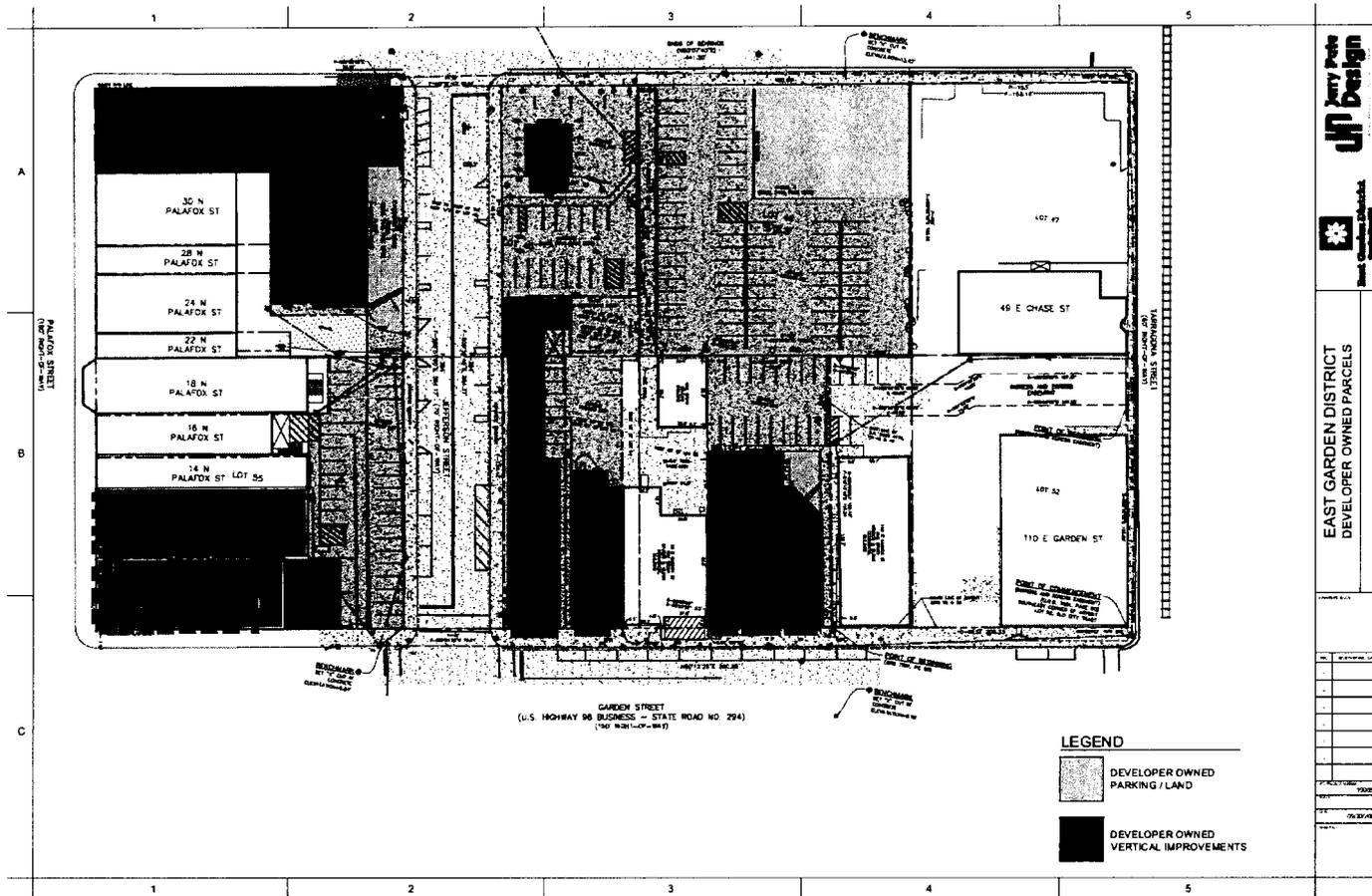
Legal in Form and Valid as Drawn:

Susan Woolf

Susan Woolf, City Attorney

APPENDIX A

DEVELOPER PARCELS



APPENDIX B

CONCEPTUAL PROJECT PLAN



East Garden District
Growing Since 1764



Growing Pensacola ...with a Local Team!



CiviCon, Southtowne, Pensacola's Complete Streets Initiative, & the CRA's mission to Restore, Revitalize, & Renew Pensacola have all inspired the local East Garden District Team to reactivate a historic block with synergistic placemaking & unique community growth projects.

Catalyst
healthcare real estate



Chad Henderson, Founder & CEO of Catalyst HRE, is the local developer of the East Garden District project.

Catalyst HRE is one of the nation's fastest growing healthcare real estate development companies with 40 employees, over \$500M in assets across 18 states, & offices in Pensacola & Ocala, FL, Milwaukee, WI, & Dallas, TX.

Henderson has assembled a local Pensacola team to vision and execute the East Garden District project, and has spent over \$4.5M to date on East Garden District real estate acquisitions and with local professionals on the design & engineering of the Jefferson Street Road Diet Project.



David W. Fitzpatrick, P.E., P.A.
Civil Engineering

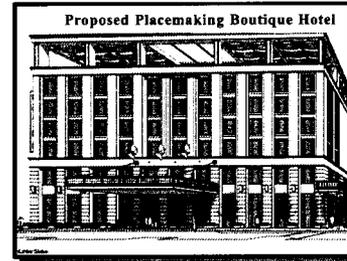
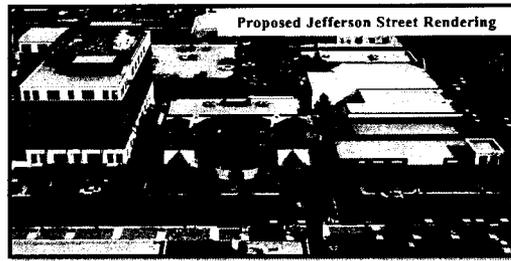
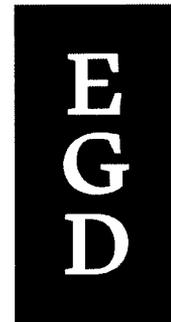
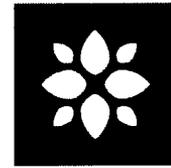
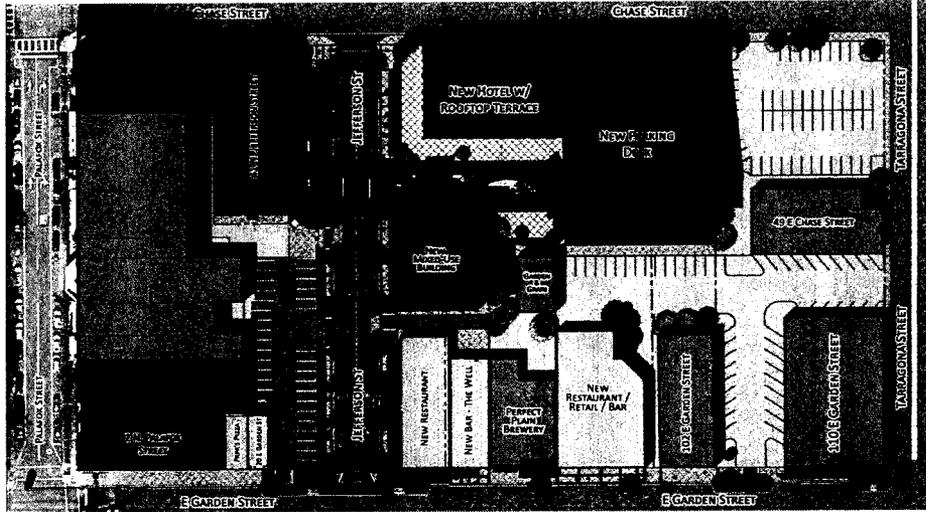


Gulf Power



dalrymple | sallis
architecture

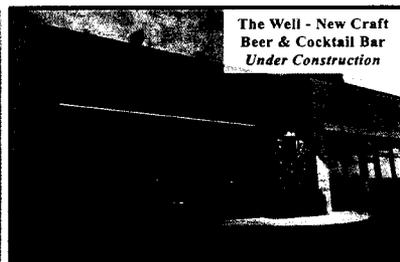
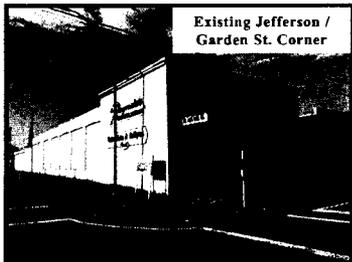
East Garden District  *Conceptual Site Plan*



 **20,000 SF Repurposed Garden Street Buildings**

 **30,000 SF New Mixed-Use Development**

 **175,000 SF New Hotel & Parking Garage**



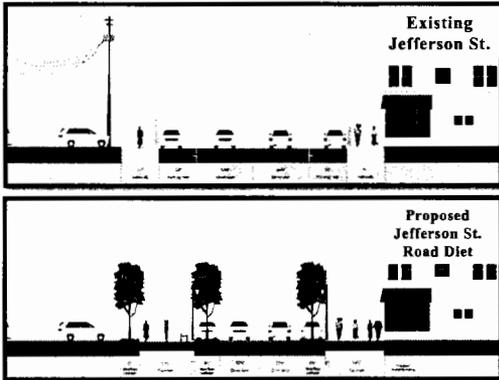
EGD Placemaking *Jefferson Street Road Diet Project Goals*

East Garden District Placemaking

Placemaking is at the heart of the East Garden District, and the Jefferson Street Road Diet Project is central to the transformational vision of the EGD. The road diet project design calls for the calming of traffic and a beautifully landscaped and pedestrian friendly streetscape that will join seamlessly with the planned new EGD boutique hotel, mixed-use building, and urban plaza.

Road Diet Project Goals

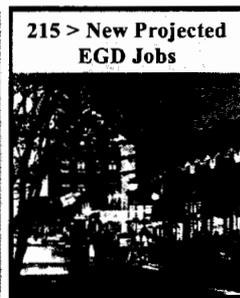
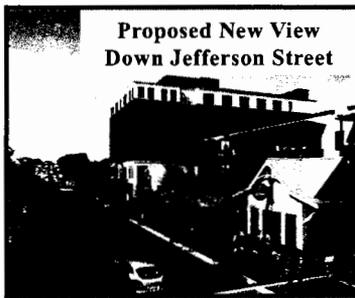
- ❖ Alignment with Pensacola’s “Complete Streets Initiative”
- ❖ 120% increase in sidewalks & public areas
- ❖ Planting of over 1,200 new trees and shrubs
- ❖ Elimination all Jefferson Street power poles between Garden Street & Chase Street



Projected EGD Annual Tax Impacts

\$247,000 Property Tax
\$2.2M Sales Tax
\$368,000 Bed Tax

\$2.8M Total Projected EGD Annual Tax Impacts



CRA / City Return on Investment

The East Garden District projects new annual tax revenues of \$2.8M. The proposed CRA / City investment of \$1.375M to the EGD Jefferson Street Road Diet Project will be returned in 1 year once the EGD is fully developed. Future EGD tax revenues will help support new Pensacola growth projects for years to come.



Project Status

- ❖ Landscape & Hardscape Construction Drawings are 100% complete & bid.
- ❖ Civil Engineering & Utility Engineering Construction Drawings are 95% complete & bid.
- ❖ FDOT permit received.
- ❖ Target commencement date for Jefferson Street Road Diet Project > Q1 2021.

APPENDIX C

PROJECT COST ESTIMATE

East Garden District
Jefferson Street Road Diet Project
Project Cost Estimate

Soft Costs	Budget
Site Due Diligence & Conceptual Design	\$31,722
Civil Engineering	\$36,470
Landscape & Hardscape Design	\$81,644
Utilities Engineering - Ruby Engineering	\$38,385
Surveying - (\$7,350 to date + \$10,000 As-built Allowance)	\$17,350
Owner's Representative	\$101,250
Permits & Impact Fees - Allowance	\$10,000
Warranty Bond Allowance	\$20,000
Performance & Payment Bond Allowance	\$20,000
Subtotal	\$356,821
Catalyst HRE Developer / Project Oversight Fee (5%)	\$104,945
Soft Cost Total	\$461,766

Soft Cost Funding	
CRA / City Soft Cost Funding Commitment	\$125,000
Developer Soft Cost Funding Estimate	\$336,766
Developer Soft Cost Funding to Date	\$283,437

Hard Costs - Williams Brown General Contractors	Bid
General Requirements	\$86,200
Mobilization / Erosion Control / Traffic	\$64,250
Demolition	\$59,183
Earthwork	\$73,979
Asphalt & Concrete	\$308,574
Stormwater	\$118,325
Fire	\$56,720
Water	\$89,541
Sewer	\$50,760
Natural Gas > Allowance	\$30,000
Electrical	\$285,000
Hardscaping, Landscaping, Irrigation	\$245,932
Site Amenities	\$9,245
General Conditions	\$103,692
Subtotal	\$1,581,401
GC Fee 8%	\$126,512
Subtotal w/ GC Fee	\$1,707,913
2% Contingency	\$34,158
Road Diet Hard Cost Total	\$1,742,071

Hard Cost Funding	
CRA / City Hard Cost Funding Commitment	\$1,250,000
Developer Hard Cost Funding Estimate	\$492,071

Road Diet Budget & Funding Summary	
Road Diet Total Project Cost Estimate	\$2,203,837
CRA / City Funding Commitment	\$1,375,000
Developer Funding Estimate	\$828,837



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00088

City Council

1/21/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Casey Jones

SUBJECT:

TREE PLANTING AND MEMORIAL PLAQUE AT MALLORY HEIGHTS PARK # 3 IN MEMORY OF FRANK CUTRONE

RECOMMENDATION:

That City Council approve the Scenic Highway Foundation's request to plant a tree and place a plaque in Mallory Heights Park #3 in memory of Frank Cutrone. Further that the tree and plaque will be purchased by the Foundation. This request was approved by the Parks & Recreation Board 6-0 with 3 absent.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with City Code 2-3-2 (formerly 2-3-3) - Naming City Property - a request was made by Gena Buchanan, President of the Scenic Highway Foundation, asking permission for the placement of a tree and plaque within Mallory Heights Park #3 in memory of Frank Cutrone.

Within the application, President Buchanan stated: Frank Cutrone serve the community faithfully as Treasurer of the Scenic Highway Foundation, Inc. for seventeen years. His dedication to the enhancement and preservation of the Pensacola Scenic Bluffs Highway may be seen up and down the highway corridor. Frank Cutrone leaves a legacy of lasting significance to the entire community.

During her presentation to the Parks and Recreation Board, President Buchanan added that Mr. Cutrone loved volunteering and headed up several projects including Park and Ride. Mr. Cutrone passed away on October 1, 2020.

The Parks & Rec Board approved the request 6-0 with 3 absent.

PRIOR ACTION:

December 17, 2020 - Parks and Rec Board approved the request

FUNDING:

N/A

FINANCIAL IMPACT:

None - cost to be borne by the Scenic Highway Foundation

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) 20-12-17 Unapproved P&R Brd mins.
- 2) Park Amenity Dedication Proposal Form - Mallory Heights Park #3

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Meeting Minutes 3 - Draft

Parks and Recreation Board

Thursday, December 17, 2020

8:00 AM

Whibbs Conference Room, 1st Floor

Members of the public may attend the meeting in person; however, there will be limited seating capacity. Consistent with CDC guidelines, attendees will be required to sit at least 6 feet apart and wear face coverings that cover their nose and mouth.

CALL TO ORDER

The meeting was called to order at 8:05.

ROLL CALL

Present 6 - Chairperson Rand Hicks, Vice Chair Maranda Sword, Antonio Bruni, David Del Gallo, Gabriela Garza, and Michael Wolf
Absent 3 - Alejandra Escobar-Ryan, Leah Harrison, and Jarah Jacquay

APPROVAL OF MINUTES

approved with conditions

Yes: 6 - Chairperson Hicks, Vice Chair Sword, Bruni, Del Gallo, Garza, and Wolf

Absent: 3 - Escobar-Ryan, Harrison, and Jacquay

1. Minutes for the November 19, 2020 meeting

Attachments: [November 19, 2020 Minutes Parks and Recreation Board Unapproved Value of Trees Presentation](#)

DIRECTOR'S REPORT

STAFF REPORTS

NEW BUSINESS

2. Dedication Request - Frank Cutrone

Attachments: [Park Amenity Dedication Proposal Form - Frank Cutrone](#)

Gena Buchanan, President of the Scenic Highway Foundation, brought a brief presentation. Frank Cutrone was the Treasurer of the organization for nearly 20 years. He passed away on October 1, 2020. He loved volunteering and headed up several projects including Park and Ride. He was well-liked, and loving.

The Foundation would like permission to plant a tree at Mallory Heights #3.

Approved

Yes: 6 - Chairperson Hicks, Vice Chair Sword, Bruni, Del Gallo, Garza, and Wolf

Absent: 3 - Escobar-Ryan, Harrison, and Jacquay

3. Park Regulations re: people in the parks after hours

4. Bicycle Advisory Committee

Approved

OLD BUSINESS

OPEN FORUM

ADJOURNMENT

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.

PARK AMENITY DEDICATION POLICY

All requests will be made and considered through a simple application process.

Purpose:

The purpose of this policy is to establish guidelines for dedicating Park amenities including but not limited to park benches, trees, water fountains and other structures located in the City of Pensacola Parks in honor of an individual or organization. The Neighborhood Services Department offers the following guidelines to dedicate such areas to the memory of an individual or organization by granting the installation of a dedication plaque onsite of such facilities. The nominating person(s) shall be entirely responsible for all costs associated with the dedication. The size, style, text and location of the memorial plaque shall be subject to review and approval of the Neighborhood Services Director and the Parks and Recreation Board.

Nomination Criteria:

Nominations for dedicating amenities in the memory of an individual or organization shall be based on the following criteria:

- In honor of organizations or individuals (living or deceased) who have made a contribution to the City or who have played a leading role in advancing the neighborhood the park is located in.
- In honor of a person, place or event that played a significant role in the history of the City or neighborhood.

The individual or organization for which the dedication is sought shall be deemed to be of good general character and should not be associated with unlawful or unseemly activities.

Application Process:

The process for dedicating a recreational amenity to the memory of an individual shall be:

- Submit Application to the Neighborhood Services Department.
- Applications will be reviewed by the Neighborhood Services Department.
- If the application is rejected based on review, the nominating person designated on the application will be notified in writing.
- Nominations that pass review will be forwarded to the Parks and Recreation Board for review at their next regularly scheduled meeting.
- If approved, the recommendation will be forwarded to the Mayors Office and to City Council for final review and approval or denial.
- The Mayors Office and City Council shall have the authority to override this policy when they deem doing so to be in the best interest of the City.
- The dedication of City amenities shall normally be limited to no more than three per year to maintain the stature of the facility dedication honor.

Amenities Cost:

The cost for dedicating a recreational amenity to the memory of an individual shall be:

- Water Fountain- \$3,500.00 for new (if space is available) or \$700 for existing fountain in the park.
- Picnic Table - \$1,500.00 for new bench (if space is available) or \$500 for existing table in the park.
- Park Bench - \$1,000.00 for new bench (if space is available) or \$300 for existing bench in the park.
- Trees - \$700.00 for new tree or \$200.00 for existing tree in the park.

All new amenities will be required to match what is currently located in the park. Neighborhood Services staff will meet onsite with the nominating party to discuss the location or all amenities.

Amenities Damage:

If dedicated amenities becomes damaged or destroyed, The City of Pensacola Neighborhood Services Department will not replace these amenities if there is not a need for them. Any dedicated tree that is lost will not be replaced.

Park Amenity Dedication PROPOSAL FORM

The installation of any plaque as a dedication to an individual or group at a City facility must be approved. Please fill out the form below. You will be notified of the decision.

Nominating Party

NAME: Eugenia R. Buchanan
(INDIVIDUAL OR REPRESENTATIVE OF GROUP)

ADDRESS: 5412 Flintwood Circle, Pensacola, FL 32504

DAY PHONE: (850) 494-9802 **EVENING PHONE:** (850) 494-9802

E-MAIL: gingerlily2718@gmail.com

PERSON/ORGANIZATION/EVENT BEING HONORED

NAME: Frank Cutrone

PARK DEDICATION WOULD BE LOCATED: Mallory Heights Park #3

DESCRIBE THE SIGNIFICANT CONTRIBUTIONS MADE BY THE HONOREE:

Frank Cutrone served the community faithfully as Treasurer of the Scenic Highway Foundation, Inc., for seventeen years. His dedication to the enhancement and preservation of the Pensacola Scenic Bluffs Highway may be seen up and down the highway corridor. Frank Cutrone leaves a legacy of lasting significance to the entire community.

SIGNATURE Eugenia R. Buchanan **DATE** November 5, 2020

PLEASE FORWARD TO THE NEIGHBORHOOD SERVICES DEPARTMENT:

222 West Main Street
Pensacola, FL 32502
Phone: 850.436.5670
Fax: 850.436.5199



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00061

City Council

1/21/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

APPOINTMENTS - BOARD OF TRUSTEES - POLICE OFFICERS' RETIREMENT FUND

RECOMMENDATION:

That City Council appoint two (2) individuals to the Board of Trustees - Police Officers' Retirement Fund for a term of two (2) years, expiring December 31, 2022.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This Board oversees administration of the Police Pension Fund and investment of pension funds. The board is composed of five members, two appointed by City Council, two elected by police officers and one appointed by the other four members.

The following are incumbents that wish to be considered for reappointment:

<u>Nominee</u>	<u>Nominated by</u>
Bryan Ball	Incumbent
Stephanie Taylor	Incumbent

PRIOR ACTION:

City Council makes appointments to this board biennially.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Application of Interest - Bryan Ball
- 3) Application of Interest - Stephanie Taylor
- 4) Ballot

PRESENTATION: No

Board of Trustees - Police Officers' Retirement Fund

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Ball, Bryan		Council	1	2020	12/31/2020	1/12/2017	2	
Bradley, Patrick	Police	elected-police officers	1	2020	6/1/2019	4/17/2015	2	
Randle, Rodney C.		Other 4 Members	2	2020	12/31/2020	2/11/2010	2	
Taylor, Stephanie	Attorney	Council	4	2020	12/31/2020	12/16/2010	2	
Thompson, Shawn	Police	elected-police officers	1	2020	6/1/2019	8/27/2014	2	

Term Length: TWO YEAR TERMS

COMPOSED OF FIVE MEMBERS OF WHICH TWO ARE APPOINTED BY THE CITY COUNCIL. COUNCIL APPOINTEES MUST BE CITY RESIDENT; NO QUALIFICATIONS.

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, January 6, 2021 8:29 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 Bryan Ball

Home Address 1990 Drake Rd.
Pensacola, FL 32503

Business Address *Field not completed.*

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

Preferred Contact Phone Number(s) 850-572-4847

Email Address bryan.ball@assuredpartners.com

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 4

If yes, how long have you been a City resident? 12 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: PPD Pension Board of Trustees

Please list the reasons for your interest in this position: Current Trustee

Do you currently serve on a board? Yes

If yes, which board(s)? PPD Board of Trustees

Do you currently hold a public office? No

If so, what office? N/A

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

(Section Break)

Diversity

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

Gender Male

Race Caucasian

Physically Disabled No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, January 6, 2021 9:20 AM
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(Section Break)

Personal Information

Name Stephanie A Taylor

Home Address 648 E ROMANA ST
Pensacola, FL 32502

Business Address 1700 W. Main St, Suite 100
Pensacola, FL 32502

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

Preferred Contact Phone Number(s) 8507769194

Email Address staylor@twlawfirm.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? PENSACOLA

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Pensacola Police Pension

Please list the reasons for your interest in this position: Public Service

Do you currently serve on a board? Yes

If yes, which board(s)? Pensacola Police Pension

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.](#)

Ballot – Board of Trustees - Police Officers’ Retirement Fund

January 21, 2021

Two year term expiring December 31, 2022

Member

_____ Bryan Ball

_____ Stephanie Taylor

Vote for Two

Signed: _____
Council Member



Memorandum

File #: 21-00059

City Council

1/21/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

APPOINTMENTS - ENVIRONMENTAL ADVISORY BOARD

RECOMMENDATION:

That City Council appoint two (2) individuals who are employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues to fill two (2) unexpired terms ending March 1, 2022; and appoint one individual to fill an unexpired at large term ending March 1, 2022.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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 following individuals have been nominated:

Nominee:

Nominated by:

At-Large

Kelly Hagen
Cheryl Kelsch

Brahier, Wiggins
Hill

Employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues

Kristin Bennett

Broughton, Hill, Moore

P. Jay Massey Broughton, Hill

PRIOR ACTION:

City Council makes appointments to this board on a biennial basis.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Nomination Forms - Kristin Bennett
- 3) Application of Interest - Kristin Bennett
- 4) Nomination Forms - Kelly Hagen
- 5) Application of Interest - Kelly Hagen
- 6) Nomination Form - Cheryl Kelsch
- 7) Application of Interest - Cheryl Kelsch
- 8) Nomination Forms - P. Jay Massey
- 9) Application of Interest - P. Jay Massey
- 10) Resume - P. Jay Massey
- 11) Ballots

PRESENTATION: No

Environmental Advisory Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Avant, Ph.D, Calvin	Environmental Group	Council	1	2020	3/1/2022	7/13/2017	2	
Butts, William "Blase"	Employed Env Professional	Council	1	2020	3/1/2022	4/12/2018	2	
Fox, Katie	Environmental Profession	Council	0	2020	3/1/2022	2/28/2019	2	
Kopytchak, Kyle	At-Large	Council	4	2020	3/1/2022	7/18/2013	2	
Kozmon, Alexander	At-Large/City Resident	Council	0	2020	3/1/2022	2/27/2020	2	
Lynch, Michael	Employed Env Professional	Council	3	2020	3/1/2022	9/25/2014	2	
Richards, Neil	At-large	Council	3	2020	3/1/2022	2/28/2014	2	
VACANT, VACANT	Employed Env Professional	Council	1	2020	3/1/2022		2	
VACANT, VACANT	At-large/City Resident	Council	1	2020	3/1/2022		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, Ann Hill, do nominate Kristin Bennett
(Nominee)

2220 E. Lakeview Ave 772-781-3414
(Home Address) (Phone)

Tetra Tech same
(Business Address) (Phone)

Kristin.Bennett@tetratech.com City Resident: YES NO
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**MEMBER
EMPLOYED OR RETIRED ENVIRONMENTAL PROFESSIONALS,
OR MEMBERS OF LOCAL ENVIRONMENTAL ORGANIZATIONS
OR BUSINESSES WITH AN INTEREST IN CITY ENVIRONMENTAL ISSUES**

Provide a brief description of nominee's qualifications:

Kristin Bennett is an environmental professional with
25+ years experience and wants to support the
city's efforts regarding environmental concerns.

Ann Hill
City Council Member

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

Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Teniadi Broughton, do nominate Kristen Bennett
(Nominee)

2220 E. Lakeriew Ave
(Home Address) _____ (Phone) _____

(Business Address) _____ (Phone) _____

(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**

Provide a brief description of nominee's qualifications:

Environmental professional

Teniadi Broughton
City Council Member

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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jared Moore, do nominate Kristin Bennett
(Nominee)

2220 E Lakeview Ave (772) 781-3414
(Home Address) (Phone)

(Business Address) (Phone)

Kristin.Bennett@tetrattech.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**

Provide a brief description of nominee's qualifications:

Invaluable experience related to purview of this board. Ms Bennett is very engaged
regularly attending town halls and other public outreach events for public projects.

Jared Moore
City Council Member

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

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, February 20, 2020 4:14 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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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 Kristin Bennett

Home Address 2220 E. Lakeview Avenue

Business Address *Field not completed.*

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

Preferred Contact Phone Number(s) 772-781-3414

Email Address Kristin.Bennett@tetrattech.com

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 4

If yes, how long have you been a City resident? 1 year

Do you own property within the City limits? No

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 an environmental professional with over twenty-five years' experience. I want to apply that experience to the board to support the City's continued efforts in addressing environmental concerns.

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 Prachin, do nominate Kelly Hagen
(Nominee)

105 S I Street (Home Address) (850) 217-8787 (Phone)

NA (Business Address) (Phone)

Kellyhagen@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**

Provide a brief description of nominee's qualifications:

Kelly Hagen is the Vice President on the Sanders Beach NA. She lives and owns property in an area with many environmental issues and has been taking a leadership role in creating alliances and learning how to effect change.

John Bell
City Council Member

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

Erika L. Burnett
Erika L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Delarian Wiggins, do nominate Kelly Hagen
(Nominee)

705 South I street
(Home Address)

850-217-8787
(Phone)

(Business Address)

(Phone)

Kellyohagen@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**

Provide a brief description of nominee's qualifications:

Delarian Wiggins
City Council Member

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



Application for City Council Appointments to Boards, Authorities, and Commissions

Office of the City Clerk, P.O. Box 12910, Pensacola, FL 32521, 850-435-1606

This application will be utilized in considering you for appointment by City Council to a 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.

- Complete each blank on the application
- 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 www.cityofpensacola.com for Council Member contact information.** If you have any questions, contact the City Clerk's Office at the number listed above.
- Please type or print legibly.

Name: Kelly Hagen Email Address: kellyohagen@gmail.com

Home Address: 705 S I Street Work Address: _____

Preferred Contact Phone Number(s): (850) 217-8787

To which address do you prefer correspondence regarding this application be sent: Residence Business

Are you a resident of the City? Yes No If yes, which district: **1 2 3 4 5 6 7** How long? 4 Years
Circle one

Do you own property within the City limits? Yes Are you a registered voter in the City of Pensacola? Yes No

Board (s) of interest: Environmental Advisory Board

Please list the reasons for your interest in this position (if necessary, continue on reverse side or on an attached sheet).
I am a resident of Sanders Beach and I currently serve as Vice President on the Sanders Beach Neighborhood Association Board. I have been active here in my neighborhood regarding a couple of different environmental issues that we face, and have been interested in looking into ways that I can become more active here in the city. I would truly enjoy being a part of this very important conversation by serving on the EAB.

Are you currently on a City board, authority, or commission? No If yes, which board? _____

Do you now hold public office: No If so, what is the office? _____

The Florida Constitution, in section 5 (a) of Article II, prohibits simultaneous "dual office holding". If you were already serving on a board, authority, or commission for the City of Pensacola or for another governmental agency, would you be willing to resign in order to accept the appointment you now seek? Yes No

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. Describe yourself within the categories below.

RACE:	GENDER:	PHYSICALLY DISABLED:
<input type="checkbox"/> African-American	<input type="checkbox"/> Male	<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> Caucasian	<input checked="" type="checkbox"/> Female	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Asian-American	<input type="checkbox"/> Other	
<input type="checkbox"/> Hispanic-American		

I hereby certify that the statements and answers provided are true and accurate. I understand that any false statements may be cause for removal from a board or committee if appointed.

Signature Kelly Hagen Date 12/28/20

THANK YOU FOR YOUR WILLINGNESS TO SERVE

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Ann Hill, do nominate Cheryl Kelsch
32503 (Nominee)

1709 E Maxwell St 850-324-1973
(Home Address) 32501 (Phone)

40 S. Palafox Place Ste 400
(Business Address) (Phone)

ckelsch@gchc.com City Resident: YES NO
(Email Address) 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

Provide a brief description of nominee's qualifications:

Cheryl Kelsch recently graduated with a degree in Global
Sustainability and would like to put her knowledge
to use on this board. She has lived in this area for more
than 20 yrs. and is passionate + practical about solving
environmental issues.

Ann Hill
City Council Member

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

Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Friday, December 18, 2020 5:30 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Cheryl Kelsch
Home Address	1709 E Maxwell Street Pensacola Florida 32503
Business Address	40 S Palafox Place Suite 400 Pensacola FL 32501

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

Preferred Contact Phone Number(s)	850-324-1973
-----------------------------------	--------------

Email Address	ckelsch@gchc.com
---------------	--

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 5

If yes, how long have you been a City resident? December 2020

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: Have a passion and interest in solving environmental issues in practical and financially feasible ways. Recently graduated with degree in Global Sustainability and looking to put my knowledge to use. Have lived in the area for over 20 years and desire to give back to the community and city.

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, Teniade Broughton, do nominate P Jay Massey
(Nominee)

(Home Address) (Phone)

(Business Address) (Phone)

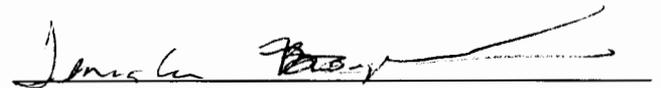
(Email Address) City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

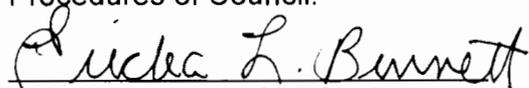
**MEMBER
EMPLOYED OR RETIRED ENVIRONMENTAL PROFESSIONALS,
OR MEMBERS OF LOCAL ENVIRONMENTAL ORGANIZATIONS
OR BUSINESSES WITH AN INTEREST IN CITY ENVIRONMENTAL ISSUES**

Provide a brief description of nominee's qualifications:

See RESUME; environmental ^{organization} ~~professional~~ board member


City Council Member

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


Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Ann Hill, do nominate P. Jay Massey
32503 (Nominee)
1216 E Lee St 32502 850-384-1800
(Home Address) (Phone)
282 N. Palafox St
(Business Address) (Phone)
jm11826@gmail.com City Resident: YES NO
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**MEMBER
EMPLOYED OR RETIRED ENVIRONMENTAL PROFESSIONALS,
OR MEMBERS OF LOCAL ENVIRONMENTAL ORGANIZATIONS
OR BUSINESSES WITH AN INTEREST IN CITY ENVIRONMENTAL ISSUES**

Provide a brief description of nominee's qualifications:

P. Jay Massey is a board member of The Bream
Fisherman Association and has a degree in Biology /
Chemistry / Wildlife management. He lives, works + owns
a business in Pensacola - for 25 years!

Ann Hill
City Council Member

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

Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, December 22, 2020 11:35 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

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(Section Break)

Personal Information

Name	P. Jay Massey
Home Address	1216 E Lee Street Pensacola, FL 32503
Business Address	282 N Palafox Street Pensacola, FL 32502
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8503841800
Email Address	jm11826@gmail.com

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 5

If yes, how long have you been a City resident? 25 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:

My undergraduate training is Biology/Chemistry/Wildlife Management. I live, work, and own a business in Pensacola for 25 years. I am a board member of the Bream Fishermen Association (BFA). I am also actively involved with Bike Pensacola and Pensacola Slow Ride volunteer.

I am an active outdoor enthusiast, cyclist, skater, hiker, camper, mountain biker, and rescue scuba diver.

I am also an digital accessibility advocate and compliance trainer. I help organizations learn how to make their online and digital presence accessible for people with disabilities.

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
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(Section Break)

Acknowledgement of Terms	I accept these terms.
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Email not displaying correctly? [View it in your browser.](#)

Biographical Overview

Chief Marketing Communications Officer for Hixardt Technologies, Inc.

Past director of enterprise-level web strategy, policies, and procedures for University of West Florida Web Services team. Focusing 15 years of UI/UX design, application development, and digital marketing team management experience to transition the university from a static, decentralized web presence to a easily-maintained digital marketing communication application targeting potential students and family.

Co-founder Coco Design, a commercial digital design, web/application development, search marketing firm in Pensacola. Focusing on intrapreneurial team development, accessibility advocacy, search/social marketing strategy, customer expectations management, technical support and corporate/investor communications.

Former PC systems consultant with Invesco Funds Group in Denver, Colorado with prior experience with United Parcel Service, founded Video Express (the first full-delivery retail video enterprise in Florida), public radio announcer; and executive director of Slowlane.com, a non-profit, web-based fathering resource and network.

Public speaker to business, professional and educational organizations on topics including digital accessibility, personal branding, reputation management, social media marketing, business networking.

Established the Coco Cares grant program to support and enhance emerging entrepreneurial development in the Northwest Florida region.

Employment Experience

- 2020 - PRESENT Hixardt Technologies, Inc., Pensacola, Florida CMSCO
2012 - PRESENT Coco Interactive, LLC, Pensacola, Florida Consulting Partner / Chief Vision Officer Digital Accessibility Trainer / ADA Compliance
2010 - 2017 University of West Florida, Marketing Communications Director, Web Services
1994 - 2010 Coco Design Associates, Inc., Pensacola, Florida Co-founder / President
1992 - 1993 Invesco Funds Group, Denver, Colorado PC Systems Consultant
1983 - 1992 Sun Bandits, Inc., Fort Walton Beach, Florida Founder / President
1980 - 1983 Analysts / Schlumberger, Lafayette, Louisiana Senior Logging Engineer

EDUCATION Tennessee Tech University, BS, Wildlife Management / Chemistry

HONORS / AWARDS

University of West Florida – President’s Award for Leadership in Diversity
Ford Next Generation Learning Community – Multimedia Industry Partner
Advertising Federation – ADDY Awards
Florida Public Relations Association – Partner Award
Knights of Visio

INTERNSHIP / MENTORSHIP / STUDENT SUPERVISION

University of West Florida, 2002-2017
UWF MEN - Mentor
Interdisciplinary Information Technology
Digital Art / Graphic Design
Communication Arts

West Florida High School, 2005-2006
Academy of Information Technology (AOIT)

COMMUNITY AFFILIATIONS

Appetite for Life, Board of Directors
Bream Fishermen Association, Board of Directors
American Advertising Federation (Fourth District) – Vice-Chair, 2010-2011
American Advertising Federation (Pensacola) – President, 2008-2009
UWF Institute for Innovative Community Learning (ICL), Advisory Board
Jerry Maygarden Leaders in Education, Steering Committee
Pensacola High Growth Business Club, Advisory Board
George Stone Technical Center, Advisory Board
Northwest Florida IT Advisory Council, Member
Slowlane.com – Executive Director, 1997-2007
Pensacola Leaders, Board of Directors
Pensacola Chamber of Commerce:
Small Business Council
Workforce Development Committee
Academic Selection Committees:
University of West Florida, Digital Media Professor
WSRE / Pensacola State College, Web Designer

PRESENTATIONS / TRAINING

ADA Digital Document Accessibility Training for City/County Government
Digital Accessibility for the MarComm Professional
International Website: Things to Consider Before Talking to a Developer
Google Analytics Snapshot for College of Business
Big Project, Small Staff, Tight Deadlines
Web Accessibility for Content Editors
Maximizing Your Web Content for SEO
Easy Marketing Strategy – A strategic marketing plan outline for entrepreneurs
Tips & Traps in Social Media Marketing
Using LinkedIn for Business Development
How to Set Up a Facebook Page for Business
Twitter Ideas for a Small Business – Ten ideas for your organization
Humanizing Social Media Strategy for Business – Where is the love?
Issues in Cross Media Design
Essentials of Internet Marketing – Basic / Advanced

PHILANTHROPY

Coco Cares, Entrepreneurial Grant Program – Founder
Kiva.org – Microfund Lender

SOCIAL

LinkedIn	PJayMassey
Instagram	JM11826
Facebook	JayMassey
Twitter	JayMassey

FUN & FITNESS

Sunrise Tai Chi at Bayview Park, e-skate, travel, juggle, play at didgeridoo, visually documenting moments of joy, and occasionally write less-than-good haiku

Ballot – Environmental Advisory Board

January 21, 2022

Two year unexpired term ending March 1, 2022

At Large

_____ Kelly Hagen

_____ Cheryl Kelsch

Vote for One

Signed: _____
Council Member

Ballot – Environmental Advisory Board
January 21, 2022
Two year unexpired term ending March 1, 2022

Employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues

_____ Kristin Bennett

_____ P. Jay Massey

Vote for Two

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00060

City Council

1/21/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

APPOINTMENT - ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

RECOMMENDATION:

That City Council appoint one individual to the Escambia-Pensacola Human Relations Commission to fill an unexpired term ending June 1, 2021.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Escambia-Pensacola Human Relations Commission has been re-established by the Escambia County Board of County Commissioners - County Ordinance 2019-13. The Commission is established 1) to provide local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations for all persons in Escambia County regardless of race, color, national origin, age, disability, family or religious status; and 2) to improve community relations, which shall be defined as programs that promote or improve relations between races and ethnic groups in the community.

Upon the effective date of County Ordinance 2019-13 and for two years thereafter, the Escambia-Pensacola Human Relations Commission shall be composed of nine (9) voting members:

One (1) member of the Escambia County Board of County Commissioners who is appointed by a majority vote of the Escambia County Board of County Commissioners to perform *ex officio* the functions of an additional office;

One (1) member of the City of Pensacola City Council who is appointed by a majority vote of the City of Pensacola City Council to perform *ex officio* the functions of an additional office;

Four (4) members appointed by the Escambia County Board of County Commissioners; and

Three (3) members appointed by the City of Pensacola.

Upon expiration of the initial two-year term, the Escambia-Pensacola Human Relations

Commission shall be composed of seven (7) voting members:

Four (4) members appointed by the Escambia county Board of County Commissioners; and

Three (3) members appointed by the City of Pensacola.

The following have been nominated:

Nominee:

Nominated by:

Member

Antonio Bruni

Jewel Cannada-Wynn

Ashley McDonald

Brahier

Broughton, Hill

Wiggins

PRIOR ACTION:

City Council appointed three (3) members and one Council Member (ex-officio) to the re-established commission.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Nomination Form - Antonio Bruni
- 3) Application of Interest - Antonio Bruni
- 4) Nomination Form - Jewel Cannada-Wynn
- 5) Application of Interest - Jewel Cannada-Wynn
- 6) Nomination Form - Ashley McDonald
- 7) Application of Interest - Ashley McDonald
- 8) Ballot

PRESENTATION: No

Escambia-Pensacola Human Relations Commission

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Boudreaux, Patrick		Council	0	2020	6/1/2021	5/30/2019	2	
Helms, Ron		Council	0	2020	6/1/2021	5/30/2019	2	
Hopson, Joyce		Council	0	2020	6/1/2021	5/30/2019	2	
Myers, Sherri		Council - Ex Officio	0	2020	6/1/2021	12/10/2020	2	

Term Length: INITIALLY - 2 years . See County Ordinance 2019-13 (SEE NOTES SECTION)

Upon the effective date of County Ordinance 2019-13 and for two years thereafter, the Escambia-Pensacola Human Relations Commission shall be composed of nine (9) voting members:

One (1) member of the Escambia County Board of County Commissioners who is appointed by a majority vote of the Escambia County Board of County Commissioners to perform ex officio the functions of an additional office;

One (1) member of the City of Pensacola City Council who is appointed by a majority vote of the City of Pensacola City Council to perform ex officio the functions of an additional office;

Four (4) members appointed by the Escambia County Board of County Commissioners; and

Three (3) members appointed by the City of Pensacola.

Upon expiration of the initial two-year term, the Escambia-Pensacola Human Relations Commission shall be composed of seven (7) voting members:

Four (4) members appointed by the Escambia county Board of County Commissioners; and

Three (3) members appointed by the City of Pensacola.

Upon the expiration of the initial two-year term, two members appointed by the Escambia County Board of County Commissioners and one member appointed by the City of Pensacola shall each serve a three-year term. The remaining two members appointed by the Escambia County Board of County Commissioners and two members appointed by the City of Pensacola shall each serve a two-year term. Thereafter, all Commissioners will serve two-year staggered terms. No term limits for a member to serve on the Commission. All members of the Commission shall be electors of Escambia County.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jeanette Brahier, do nominate Antonio Bruni
(Nominee)

5725 Adelon Road (Home Address) (850) 723-6163 (Phone)

501 Brent Lane (Business Address) (Phone)

antonio-bruni@hotmail.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

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION
(Unexpired term ending June 1, 2021)

Provide a brief description of nominee's qualifications:

Antonio Bruni has advocated in numerous ways in this community for many years. He actively has worked in many community groups and organizations in advocacy for residents. He also has 15 years as a professional advocating for workers' rights.

[Signature]
City Council Member

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

[Signature]
Ericka L. Burnett, City Clerk



Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, December 29, 2020 2:48 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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(Section Break)

Personal Information

Name Antonio Bruni

Home Address 5725 Adelyn Road

Business Address 501 Brent Lane

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

Preferred Contact Phone Number(s) 8507236163

Email Address antonio_bruni@hotmail.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? 16 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Escambia-Pensacola Human Relations Commission

Please list the reasons for your interest in this position: I have been an advocate for workers' rights for over a decade and at the same time actively advocate to improve community relations in my neighborhood. I look forward to doing the same for this committee if selected.

Do you currently serve on a board? Yes

If yes, which board(s)? Pensacola Parks and Recreation 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 Hispanic-American

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, Teniade Broughton, do nominate Jewel Cannada-Wynn
(Nominee)

605 W. Blount St 850) 346-7264
(Home Address) (Phone)

605 W Blount St _____
(Business Address) (Phone)

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

for appointment by the City Council for the position of:

MEMBER

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION
(Unexpired term ending June 1, 2021)

Provide a brief description of nominee's qualifications:

Served on HRC as a council member

Teniade Broughton
City Council Member

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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Ann Hill, do nominate Jewel Cannada-Wynn
(Nominee)

605 West Bloor St
(Home Address)

850-346-7264
(Phone)

(Business Address)

(Phone)

jacwynn60@yahoo.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

**ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION
(Unexpired term ending June 1, 2021)**

Provide a brief description of nominee's qualifications:

Jewel Cannada-Wynn's experience and qualifications are well-known to this council & community. She has served on HRC as a council member & was the treasurer. She would like to continue her work on restructuring the Commission.

Ann Hill
City Council Member

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

Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, December 1, 2020 5:40 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 Jewel Cannada-Wynn

Home Address 605 West Blount St.

Business Address 605 West Blount St.

To which address do you prefer we send correspondence regarding this application? *Field not completed.*

Preferred Contact Phone Number(s) 18503467264

Email Address jacwynn60@yahoo.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? Pensacola

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Human Relation Commission

Please list the reasons for your interest in this position: I was a member as a council member and was the treasurer. I would like to continue my work in restructuring the commission

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 African-American

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, Delarian Wiggins, do nominate Ashley McDonald
(Nominee)

1409 Aggie Way Pensacola, FL 850-497-4273
(Home Address) (Phone)

(Business Address) (Phone)

Alp92.ap@gmail.com City Resident: YES NO
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION
(Unexpired term ending June 1, 2021)

Provide a brief description of nominee's qualifications:

Delarian Wiggins
City Council Member

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



Application for City Council Appointments to Boards, Authorities, and Commissions

Office of the City Clerk, P.O. Box 12910, Pensacola, FL 32521, 850- 435-1606

This application will be utilized in considering you for appointment by City Council to a 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.

- Complete each blank on the application
- 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 www.cityofpensacola.com for Council Member contact information.** If you have any questions, contact the City Clerk's Office at the number listed above.
- Please type or print legibly.

Name: Ashley McDonald Email Address: Alp92.ap@gmail.com

Home Address: 1409 Aggie Way Pensacola, FL Work Address: 151 W Main St, Pensacola, FL

Preferred Contact Phone Number(s): 850-497-4273

To which address do you prefer correspondence regarding this application be sent: Residence Business

Are you a resident of the City? Yes No If yes, which district: **1 2 3 4 5 6 7** How long? _____ Circle one

Do you own property within the City limits? No Are you a registered voter in the City of Pensacola? Yes No

Board (s) of interest: Escambia-Pensacola Human Relations Commission

Please list the reasons for your interest in this position (if necessary, continue on reverse side or on an attached sheet). I am a licensed realtor in the state of Florida and I have encountered one to many individuals that have experienced unfair treatment when trying to purchase a home and this seems like a real way to help combat this issue. I hope to be able to help those in our community that feel like they are voiceless in these matters.

Are you currently on a City board, authority, or commission? No If yes, which board? _____

Do you now hold public office: No If so, what is the office? _____

The Florida Constitution, in section 5 (a) of Article II, prohibits simultaneous "dual office holding". If you were already serving on a board, authority, or commission for the City of Pensacola or for another governmental agency, would you be willing to resign in order to accept the appointment you now seek? Yes No

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. Describe yourself within the categories below.

RACE: GENDER: PHYSICALLY DISABLED: African-American Caucasian Male Asian-American Other Female Hispanic-American

I hereby certify that the statements and answers provided are true and accurate. I understand that any false statements

may be cause for removal from a board or committee if appointed.

Signature Ashley McDonald Date Dec 28, 2020
THANK YOU FOR YOUR WILLINGNESS TO SERVE

Ballot – Escambia-Pensacola Human Relations Commission

January 21, 2021

Unexpired term ending June 1, 2021

Member

_____ Antonio Bruni

_____ Jewel Cannada-Wynn

_____ Ashley McDonald

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00089

City Council

1/21/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Delarian Wiggins

SUBJECT:

GUN BUY BACK INITIATIVE AND PROGRAM

RECOMMENDATION:

That City Council authorize the establishment of a Gun Buy Back initiative / program for the City of Pensacola. Further that the City Council direct the Council Executive to develop the program in conjunction with the Pensacola Police Department and that the Council Executive bring back a supplemental budget resolution at a subsequent meeting regarding the funding for this initiative.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In a continued effort to reduce instances of gun violence and crimes, a gun buyback initiative / program allows the opportunity for people to safely dispose of their unwanted firearms. The buyback initiative helps to decrease the chance of unwanted firearms getting stolen or into the wrong hands, whether it be that of a child or a criminal.

The intent of the initiative is to take in the unwanted firearm in exchange for either cash or a gift card.

The location and logistics will be worked on pending Council's approval of such an initiative.

PRIOR ACTION:

None

FUNDING:

N/A - At this time

FINANCIAL IMPACT:

None at this time. A Supplemental Budget Resolution will come at a subsequent Council meeting.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) None

PRESENTATION: No

Robyn Tice

From: Don Kraher
Sent: Tuesday, January 19, 2021 11:36 AM
To: Jared Moore; Ann Hill; Sherri Myers; Jennifer Brahier; Casey Jones; Teniade Broughton; Delarian Wiggins
Cc: Elaine Mager; Sonja Gaines; Melanie Kruszona; Ericka Burnett; Robyn Tice
Subject: FW: Article on Gun Buy Back programs

Council President and Members of City Council

Please find the link below regarding an article related to Gun Buy Back Programs, offered by a fellow Council Member.

<https://journalistsresource.org/studies/gun-violence/gun-buybacks-what-the-research-says/>

Respectfully,

Don Kraher
Council Executive
Office of the City Council
222 W. Main Street
Pensacola, FL 32502
(850) 435-1686 – Office
(850) 384-6363 – Cell



City of Pensacola

Journalist's Resource

Research on today's news topics



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Gun buybacks: What the research says

The JR Guide to the 2020 Democratic Policy Proposals



Los Angeles gun buyback event, May 16, 2018. (Eric Garcetti / Flickr / Creative Commons)

By Clark Merrefield

January 9, 2020

In the lead-up to the 2020 elections, the Journalist's Resource team is combing through the Democratic presidential candidates' platforms and reporting what the research says about their policy proposals. We want to encourage deep

coverage of these proposals — and do our part to help deter [horse race journalism](#), which research suggests can lead to inaccurate reporting and an uninformed electorate. We're focusing on proposals that have a reasonable chance of becoming policy, and for us that means at least 3 of the 5 [top-polling candidates](#) say they intend to tackle the issue. Here we look at what the research says about how effective gun buyback programs are at reducing gun violence.

Candidates favoring voluntary buybacks

Michael Bennet*, Michael Bloomberg*, [Joe Biden](#), Pete Buttigieg*, John Delaney*, Tulsi Gabbard*, Amy Klobuchar*, Bernie Sanders*, Tom Steyer*, Elizabeth Warren*, Andrew Yang*

Candidates favoring mandatory buybacks

Cory Booker*, Marianne Williamson*

What the research says

Voluntary gun buyback programs allow gun owners to trade their firearms to government entities — usually law enforcement — for vouchers that can be redeemed for cash or other items of value, such as tickets to professional

sporting events. Guns can usually be exchanged “no questions asked.” In other words, people who turn over their firearms are not typically subject to background checks or criminal inquiries and, in some cases, do not have to provide identifying information.

Early research on gun buybacks, mostly from the 1990s, largely finds these programs ineffective at curbing gun violence. Recent research frames gun buybacks in a more favorable light. On their own, buybacks might not be effective if the goal is to use them to directly reduce violent crime. But research shows buybacks can help if they're part of a broader effort to reduce gun violence. They can influence public perception of how authorities are dealing with gun violence and serve as opportunities to educate communities about gun violence reduction strategies, according to academic researchers.

When presidential candidates favor mandatory buybacks, they usually mean that if elected they would push for legislation requiring Americans with high-capacity assault weapons to trade them to a government entity.

Candidates in favor of buybacks either have policy statements on their websites or have clearly expressed support for

voluntary or mandatory buybacks to national news outlets. Booker, Gabbard, Klobuchar, Sanders and Warren have co-sponsored either [Senate](#) or [House](#) versions of the federal Assault Weapons Ban of 2019, which would outlaw semiautomatic assault weapons and magazines that hold more than 10 cartridges — except for semiautomatic assault weapons lawfully owned before the ban. The law would also give state and local governments access to federal funds to hold firearm buybacks. Deval Patrick* hasn't staked out a clear position on gun buyback programs.

There are no government estimates on what a national gun buyback program might cost, but an [analysis from *The Trace*](#), a national news outlet that covers guns, estimates the total direct cost for a rifle buyback program would range from nearly \$1 billion to \$87 billion. Another recent [estimate](#), from the [Institute of Labor Economics](#), puts the cost of a national buyback program aimed at the types of handguns most often used in violent crime at \$7.6 billion. These estimates don't represent comprehensive economic analyses. For example, they don't account for labor costs for law enforcement and other government personnel.

Key context

There's a lot to unpack when it comes to gun buybacks. The core question that academic research seeks to answer is whether such programs reduce gun violence. In absolute and relative numbers, Americans lead the world in firearm ownership. The general idea behind gun buyback policies is that gun violence can be lessened by reducing the number of guns in civilian hands.

The U.S. accounts for nearly 46% of all civilian-held firearms in the world, [according to](#) the Small Arms Survey, a research project from the Graduate Institute of International and Development Studies in Geneva. There are about 121 firearms for every 100 U.S. civilians. Yemen has the second-highest rate of firearm ownership, with about 53 firearms for every 100 civilians. Canada's rate is about 35 while Mexico sits at about 13 per 100 civilians.

Gun ownership in the U.S. is also concentrated, with 3% of Americans owning half of all guns in the country, [according to a 2015 survey](#) from researchers at Harvard and Northeastern universities. Delaware has the nation's lowest gun ownership rate — 5.2% — while Alaska is at the top with a rate of 61.7%, according to a nationally

representative survey of 4,000 U.S. adults from the 50 states and the District of Columbia, [published](#) in June 2015 in *Injury Prevention*.

“We showed that exposure to social gun culture was robustly associated with gun ownership and to our knowledge, this is the first study to establish empirical evidence of the relation between social gun culture and gun ownership,” write the authors of that study.

U.S. gun owner

West South Midwest

Survey data, from "Gun Ownership and Social Gun Culture," June 2015, *Ir*
Hover over bars to see each

Share

There are two threads through the research on gun buyback programs. First, certain types of guns are more likely to be used for certain types of crimes. While mass shootings committed with assault weapons draw national media attention, [those crimes are quite rare](#). Most homicides aren't from mass shootings, and homicides are usually committed

with handguns, [according to](#) the National Institute of Justice, the research arm of the U.S. Department of Justice.

Second, gun violence isn't just about homicides. Nationally, almost two-thirds of gun deaths are suicides, according to 2017 data from the Centers for Disease Control and Prevention. Firearm suicide attempts result in death 85% of the time, compared with 3% of attempts involving a drug overdose, [according to](#) a 2016 report from *Harvard Public Health*, the magazine of the T.H. Chan School of Public Health.

"What makes guns the most common mode of suicide in this country? The answer: They are both lethal and accessible," writes [Madeline Drexler](#), editor of *Harvard Public Health* and the report's author.

U.S. gun deaths b

Data from the Centers for Disease C

Share

Formative findings

Philadelphia was one of the first U.S. cities to try gun buybacks with several programs in the early 1970s. Baltimore offered \$50 per gun in 1974 — roughly \$275 in today's dollars — [netting](#) more than 13,000 firearms over three months.

By the late 1990s, municipalities in the U.S. [had conducted](#) more than 100 buyback programs. Seattle's gun buyback

program in fall 1992 was among the first to be evaluated via peer-reviewed research. Gun owners turned over 1,172 firearms, almost all of which were working handguns, according to a 1994 evaluation [published](#) in *Public Health Reports*. Participants received a bank voucher worth \$50, no matter how many firearms they turned over to the Seattle Police Department. About three-fourths of participants were men. The evaluation didn't find statistical evidence that the program had an effect on gun violence.

"Gun buyback programs are a broadly supported means to decrease voluntarily the prevalence of handguns within a community, but their effect on decreasing violent crime and reducing firearm mortality is unknown," the authors write.

Another early evaluation looked at a gun buyback program in Sacramento in August 1993. The program allowed people to turn in firearms to police in exchange for tickets to a Kings basketball game. There were 127 participants, according to an evaluation of the program [that appeared](#) in *Injury Prevention* in September 1998.

Researchers heard from 92 participants via a mail survey that sought, in part, to understand why they turned in firearms.

Nearly half said they were concerned children might find and use the gun. (A large percentage of participants in a long-running gun buyback program in Worcester, Massachusetts [also cite](#) child safety reasons for turning in their guns.) Some 41% of respondents had no gun in their household after participating in the Sacramento program. Still, those “who still owned guns often kept them loaded and easily accessible,” the authors write.

Milwaukee instituted its own series of buyback programs from 1994 to 1996. An evaluation [published](#) in *Injury Prevention* in June 2002 looked at whether the types of handguns recovered from those buybacks were the same as those typically used in homicides and suicides. The authors compared 941 handguns recovered during the buybacks to 369 handguns used in homicides or suicides from 1994 to 1997.

Two-thirds of handguns used in homicides in Milwaukee and 40% of handguns used in suicides were semiautomatic, compared with one-third of buyback handguns. Most guns turned in to the city were revolvers. Semi-automatic guns automatically load cartridges and fire one bullet per trigger pull. Revolvers have rotating cylinders and each cartridge has to be manually loaded. Three-fourths of handguns

recovered during the Milwaukee buybacks used small-caliber ammunition, while much smaller percentages of guns used in homicides and suicides were small-caliber. Two manufacturers produced 30% of the handguns turned in while 5% of guns used in homicides came from those manufacturers.

“Handguns recovered in buyback programs are not the types most commonly linked to firearm homicides and suicides,” the authors conclude. “Although buyback programs may increase awareness of firearm violence, limited resources for firearm injury prevention may be better spent in other ways.”

Finally, a [meta-analysis](#) from August 2008 in *Crime & Delinquency* [found](#) no research showing “significant changes in gun-related crimes due to these programs.”

Recent research

The thinking among academics has shifted a bit in the past few years when it comes to gun buybacks. [Garen Winmute](#), director of the Violence Prevention Research Program at the University of California, Davis, [told the news outlet *Governing*](#) in 2013 that violent crime rates might not be the best measure of

success for gun buybacks, and that community engagement and education on gun safety during buybacks also have value.

A meta-analysis from December 2019 in *Current Trauma Reports* [suggests](#) that gun buybacks should be included in broader violence reduction strategies.

“Buybacks in conjunction with other methods have been shown to be successful in reducing the number of firearms that could lead to injury and death,” the authors write. They note that non-Hispanic black men are the most common victims of fatal firearm injury, while gun buyback participants tend to be older white men.

A September 2014 [evaluation](#) in *Trauma and Acute Care Surgery* found that gun buyback programs in Worcester, Massachusetts, New Haven, Connecticut and Phoenix, Arizona were structured differently from programs in the 1990s. Programs in those cities provided gift cards only to people who brought in working firearms, a notable change from earlier programs that offered trades for non-operational guns. In Worcester and New Haven, people turning over assault weapons and sawed-off shotguns got higher-value gift cards.

“The gun buyback program is solely one prong of a multipronged approach in reducing firearm-based interpersonal violence,” the authors conclude.

A 2013 [evaluation](#) of a multiyear gun buyback program in Buffalo, New York, found no effect on violent gun crime, including homicides. The authors also note that different parties, like law enforcement officers and politicians, may measure the success of gun buybacks in different ways.

“Given the empirical evidence, police agencies may use gun buyback programs not with the expectation of reducing violent crime, but to satisfy the public’s expectations,” the authors write. “When serious crime problems occur, mayors and police chiefs are under pressure from their constituents to ‘do something dramatic and effective’ about the violence.”

Mandatory buybacks in Australia

In April 1996, a man armed with a semiautomatic rifle [killed 35 people and wounded 23 others](#) in Port Arthur, Tasmania. Australian legislators acted swiftly, agreeing less than two weeks after the massacre to outlaw semiautomatic and pump-action rifles through the [National Firearms](#)

Agreement. A mandatory buyback at market rates followed that fall. By 2001, more than 650,000 of those types of guns were taken in and destroyed.

Another buyback in 2003 netted more than 68,000 handguns. The one-year **cost** to the government was about \$176 million for the rifle buyback program that started September 1996.

There have been numerous evaluations of Australia's mandatory buybacks. An investigation of the legislation, **published** in July 2016 in *The Journal of the American Medical Association*, reported 13 mass shootings in the 18 years before the legislation and none in the 20 years following its passage — though in June 2019, there was a **mass shooting in Darwin** committed with a banned firearm. Firearm deaths also declined faster after the legislation, but suicides and homicides not caused by firearms declined, too. Because suicides and homicides overall declined starting around the mid-1990s, the authors couldn't attribute the improvement in gun violence statistics to the gun laws.

A RAND Corporation **analysis** from March 2018 similarly doesn't find research explicitly linking the 1996 National Firearms Agreement to reduced gun violence:

“There is more evidence consistent with the claim that the NFA caused reductions in firearm suicides and mass shootings than reductions in violent crime generally, but there is also evidence that raises questions about whether those changes can be attributed to the NFA or to other factors that influenced suicide and mass shooting rates around the time the NFA was implemented.”

While the science isn't settled as to whether Australia's gun control legislation was the reason for lower rates of gun violence, the fact remains that the country largely avoided mass shootings for more than two decades following the Port Arthur massacre.

A November 2019 [paper](#) in *Prevention Science* takes a slightly different approach from other analyses. The authors try to look at a world where Australia's buyback program never happened. They use homicide and other fatality data from other countries to create gun-death data for a fictional Australia sans the 1996 buyback. Their findings suggest that “the universal and abrupt nature of the Australian Gun Buyback program significantly reduced Australia's homicide rate in the decade following the intervention.”

Further reading

Firearm related deaths: the impact of regulatory reform

Ozanne-Smith, K. Ashby, S. Newstead, V. Z. Stathakis, A. Clapperton. *Injury Prevention*, October 2004.

The gist: “Dramatic reductions in overall firearm related deaths and particularly suicides by firearms were achieved in the context of the implementation of strong regulatory reform.”

Subject experts

David Kennedy, professor, John Jay College of Criminal Justice.

Lorraine Mazerolle, professor of criminology, The University of Queensland, Australia.

Richard McCleary, professor of criminology, University of California, Irvine.

Scott W. Phillips, associate professor, SUNY Buffalo State.

James J. Sobol, associate professor, SUNY Buffalo State.

Garen Wintemute, director, [Violence Prevention Research Program](#) at the University of California, Davis.

*Dropped out of race since publication date.

 **We welcome feedback. Please contact us [here](#).**

REPUBLISH THIS ARTICLE

A project of Harvard Kennedy School's [Shorenstein Center](#) and the [Carnegie-Knight Initiative](#), *Journalist's Resource* curates, summarizes and contextualizes high-quality research on newsy public policy topics. We are supported by generous grants from the [Carnegie Corporation of New York](#), the [Robert Wood Johnson Foundation](#), the [Bill & Melinda Gates Foundation](#) and The National Institute for Health Care Management (NIHCM) Foundation.

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-01

City Council

1/21/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-01 LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT

RECOMMENDATION:

That the City Council adopt Supplemental Budget Resolution No. 2021-01.

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:

The Law Enforcement Trust Fund was established by the City of Pensacola to allow the Police Department to use money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055, as amended on July 1, 2016, details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Code, in accordance with the United States Department of Justice Guide to Equitable Sharing, designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department is requesting \$18,075.00 from the Law Enforcement Trust Fund to purchase a GrayKey forensic access tool. The GrayKey forensic tool will be used to access cell phones lawfully and extract data during these investigations. It will be used to enhance our investigative capabilities.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 18,075.00

Actual: \$ 18,075.00

FINANCIAL IMPACT:

The funds would be from the Law Enforcement Trust Fund and would have no impact on the City's General Fund. The attached supplemental budget resolution will appropriate funds for these purposes.

CITY ATTORNEY REVIEW: Yes

12/21/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Kevin Christman, Deputy Chief of Police

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-01
- 2) Supplemental Budget Explanation No. 2021-01
- 3) Letter of Certification

PRESENTATION: No

**RESOLUTION
NO. 2021-01**

**A RESOLUTION
TO BE ENTITLED:**

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. LAW ENFORCEMENT TRUST FUND

	Fund Balance	18,075
As Reads:	Operating Expenses	38,456
Amended		
To Read:	Operating Expenses	56,531

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
JANUARY 2021 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2021-01

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>18,075</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>18,075</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>18,075</u>	

LETF Requests
October 3, 2013

Item Requested	Department	Requestor	Notes	Requested Amount
1 All-in-one Printer	Investigations	Kristin Brown	The computer crimes forensic lab currently using a 3yr old printer. The device has become unreliable. It is necessary for this unit to have its own stand-alone device due to the nature of the files the detectives deal with on a daily basis.	\$500.00
2 Accreditation	Administration	Paul Kelly	For February 2014 Conference (\$2,500); Accreditation fees for three years (CFA and FL PAC) (\$2,100); necessary equipment: legal guidelines, first aid, miscellaneous. (\$5,400)	\$10,000.00
3 Training	Special Projects	Paul Kelly	VIVA online 4 day one-on-one refresher course for Cognitech's certified end-user (20 hours total)	\$1,500.00
4 Telephone Software (?)	V & N	Paul Kelly	Callyo basic system for 3 years; additional lines; Bluetooth Transmitter; headphones with mic and training	\$5,100.00
5 Matching Funds	Administration	Wesley Jones	Funds to be used for grant matching requirements	\$20,000.00
6 Crime Prevention	Adminstration	Chief	Various programs from give away items to support of various community programs	\$50,000.00
7 Hubs and docking stations	Investigations	Jeff Brown	These devices allow several hard drives to be connected at one time and allow additional storage devices to be accessed by our work computers. The ability to analyze several devices at once, increases the speed and efficiency of the Computer Crimes Unit.	\$400.00
8 Hard drives	Investigations	Jeff Brown	These drives allow the Computer Crimes Unit to store contraband collected from suspects computers	\$1,600.00

LETF Requests

October 3, 2013

9 Windows Licenses	Investigations	Jeff Brown	CCU seize and use suspect computers that contain contraband. Once cleaned, these licenses will allow the installation of new, unused Windows programs on these computers and then these computers can be used for multiple purposes by the PD.	\$4,000.00
10 Mac Computer	Investigations	Jeff Brown	This computer is needed to help analyze and locate suspect contraband.	\$4,000.00
Total LETF Requested				<hr/> <u><u>\$97,100.00</u></u>

City of Pensacola Police Department
Local Law Enforcement Trust Fund (LETF)
Letter of Certification

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055(5)(b) in reference to the use of Confiscated Funds from a Law Enforcement Trust Fund.

Item	Description of Requested Items	Amount
1	Crime Prevention	\$50,000
2		
3		
4		
5		
6		
7		
8		
Total Requested		\$50,000

David Alexander III, Chief of Police

**CITY OF PENSACOLA POLICE DEPARTMENT
Local Law Enforcement Trust Funds
Letter of Certification**

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055 as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal

Item	Description of Requested Items	Amount
1	GrayKey (forensic access tool)	\$18,075
Total Requested		\$18,075

Kevin Christman, Deputy Chief of Police

Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-05

City Council

1/21/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

REVISED - SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-05 - "FOLDING PLANES SCULPTURE" DONATION FOR BARTRAM PARK

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-05.

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:

The City of Pensacola received a funding donation from Ms. Anna Holliday Benson to be used toward the beautification of Bartram Park. Funds are to be used for a new art addition called the "Folding Planes Sculpture." The sculpture represents the story of a piece of paper dreaming of flying. Once the sculpture is purchased and installed, it will become the property of the City of Pensacola. Prior to any future movement of the sculpture, a notice must be provided to Ms. Benson. Revised pricing associated with the sculpture was necessary due to its proximity to Pensacola Bay and salt-water rusting potential.

PRIOR ACTION:

N/A

FUNDING:

Budget: \$62,250

Actual:	\$57,250	Art purchase
	<u>5,000</u>	Shipping costs
	<u>\$62,250</u>	

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate the revenues and expenditures for the Folding Planes Sculpture Art Donation to the City of Pensacola.

CITY ATTORNEY REVIEW: Yes

12/21/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Revised - Supplemental Budget Resolution No. 2021-05
- 2) Revised - Supplemental Budget Explanation No. 2021-05
- 3) Folding Planes Sculpture Donation Letter

PRESENTATION: No

**RESOLUTION
NO. 2021-05**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL REVENUE FUND

As Reads	Miscellaneous Revenue	76,495
Amended		
To Read:	Miscellaneous Revenue	133,495
As Reads	Operating Expenses	362,691
Amended		
To Read:	Operating Expenses	367,691
As Reads	Capital Outlay	1,198,941
Amended		
To Read:	Capital Outlay	1,250,941

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

JANUARY 2021 - SUPPLEMENTAL BUDGET RESOLUTION - BENSON CITY ART DONATION- RES NO. 2021-05

FUND	AMOUNT	DESCRIPTION
SPECIAL REVENUE FUND		
Estimated Revenues		
Miscellaneous Revenue	57,000	Increase estimated revenue from Miscellaneous Revenue
Total Revenues	<u>57,000</u>	
Appropriations		
Operating Expenses	5,000	Increase appropriation for Operating Expense
Capital Outlay	52,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>57,000</u>	

Anna Holliday Benson
101 South Ninth Avenue
Pensacola, FL 32502

December 14, 2020

The Honorable Grover C. Robinson, IV
Mayor of the City of Pensacola
222 W. Main Street
Pensacola, Florida 32502

Re: Donation of Sculpture

Dear Mayor Robinson:

I believe public art will make our City even more beautiful, and I would like to donate to the City sufficient funds to purchase and install a particular sculpture. The sculpture is Folding Planes by Kevin Box. It represents the story of a piece of paper dreaming of flying. It begins at the bottom with a blank page and proceeds through seven simple folds to the top where the airplane take flight. Each fold symbolizes a choice or action taken to transform dreams into reality. I think it is well suited for our City where young women and men come to learn how to fly and where all of us work to turn our dreams into reality. I have enclosed a photograph of the sculpture.

I would like the sculpture to be installed at Bartram Park. If possible, I would ask that the City use in-house labor and materials to install the sculpture. If the City determines that we need an outside contractor, I will work with the City to identify a contractor to install the sculpture in line with the City's procedures and will make a donation to fund the installation.

Once we have purchased and installed the sculpture, the sculpture will be the property of the City. The City will have ultimate discretion with regards to decisions about the display and maintenance of the sculpture but will notify me before moving the sculpture. If the City decides that the sculpture is no longer wanted, the City will offer me the right of first refusal to purchase the sculpture at the price originally paid for the sculpture adjusted for inflation. The duty to notify and the right of first refusal will only inure to me and not to my heirs or any designees.

If these terms are acceptable to you and the City, I will work with your staff to arrange the donation of the funds and the installation of the sculpture. Thank you for your leadership of our City. I hope this will be a gift that beautifies our City for generations to come.

Sincerely,



Holly Benson

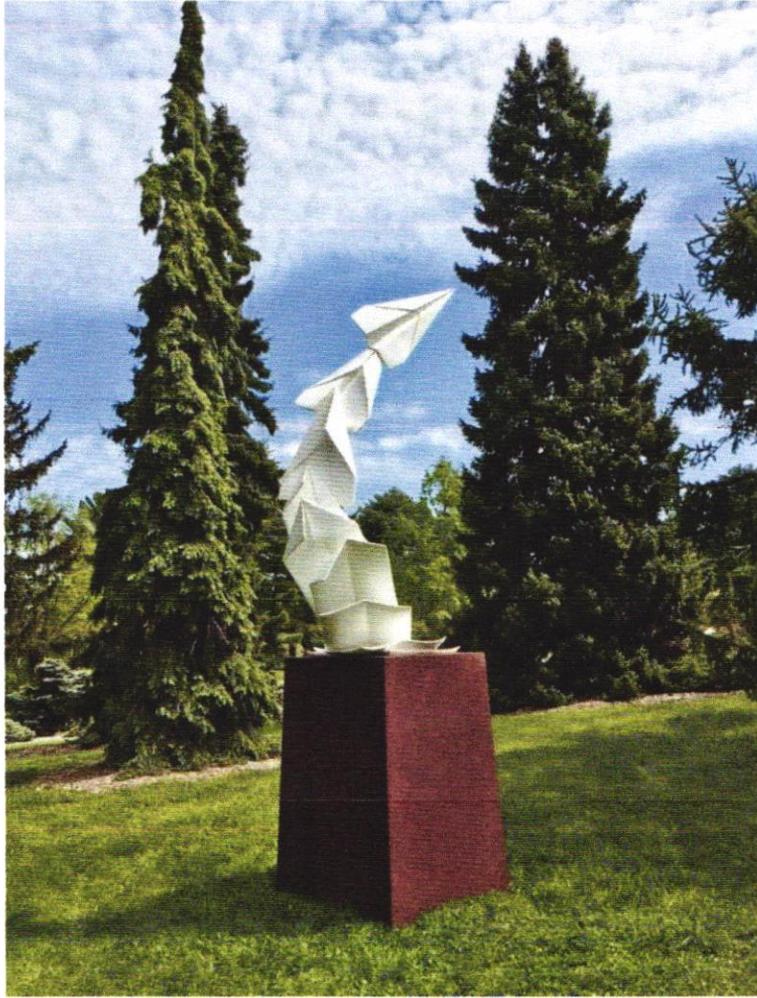
/hb
Enclosure

CC: Keith Wilkins, City Administrator
Susan A. Woolf, City Attorney
George Maiberger, Purchasing Manager

RECEIVED ON

DEC 14 2020

CITY ATTORNEY'S OFFICE



Folding Planes by Kevin Box, 2013
Powder coated cast bronze on steel base
138" x 62" x 39"

**RESOLUTION
NO. 2021-05**

REVISED

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL REVENUE FUND

As Reads	Miscellaneous Revenue	76,495
Amended		
To Read:	Miscellaneous Revenue	138,745
As Reads	Operating Expenses	362,691
Amended		
To Read:	Operating Expenses	367,691
As Reads	Capital Outlay	1,198,941
Amended		
To Read:	Capital Outlay	1,256,191

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

FUND	AMOUNT	DESCRIPTION
SPECIAL REVENUE FUND		
Estimated Revenues		
Miscellaneous Revenue	62,250	Increase estimated revenue from Miscellaneous Revenue
Total Revenues	<u>62,250</u>	
Appropriations		
Operating Expenses	5,000	Increase appropriation for Operating Expense
Capital Outlay	57,250	Increase appropriation for Capital Outlay
Total Appropriations	<u>62,250</u>	



Memorandum

File #: 2021-06

City Council

1/21/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Delarian Wiggins

SUBJECT:

RESOLUTION NO. 2021-06 SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING

RECOMMENDATION:

That City Council adopt Resolution No. 2021-06:

A RESOLUTION OF THE CITY OF PENSACOLA SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING TO DESIGN AND CONSTRUCT MULTI-MODAL FACILITIES ALONG SEVERAL CITY ROADS; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

For the past two (2) years, the City of Pensacola Community Redevelopment Agency (CRA) applied for Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP) funding to support the Multi-Modal Connectivity to Legion Field Park and Global Learning Academy project located within the City of Pensacola's Westside redevelopment district. This application requests TAP funding for the design and construction of pedestrian and bicycle improvements along L Street from Cervantes Street to Gregory Street (Priority Segment #1), Gregory Street from Pace Boulevard to I Street (Priority Segment #2), and Wright Street from Pace Boulevard to P Street (Priority Segment #3) in support of enhancing connectivity to Legion Field Park, the Westside Library, and the Global Learning Academy. Concepts for each segment are attached.

Although the submitted project ranked within the Florida-Alabama Transportation Planning Organization's (TPO) top two (2) priorities for the past two cycles, FDOT has been unable to award funding toward the project due to limited funding associated with transitioning management of the TAP program. Recently, FDOT also advised staff that components of the project will need to be funded locally, including the pedestrian lighting along all segments, specific sidewalk replacement segments along Gregory Street and the traffic calming, sidewalk bump-outs included in the yield street design along "L" Street.

To meet the program's requirements and increase the likelihood that the CRA can leverage TAP

funding to construct the project to the maximum extent, the required modifications have been incorporated into the application. To ensure the application remains competitive, funding will need to be sought through current and future budgets and other sources to complete the required project components. Installation of the pedestrian lighting will require further assessment by a lighting specialist during the project's design phase and may be phased, dependent upon available funding. If funding is awarded, the project will likely be programmed for construction in the FDOT Work Program's fifth year.

Due to this application's time-sensitive nature, the CRA and City Council will need to consider and adopt a resolution of support for the proposed project during their January 2021 meetings to resubmit this project successfully.

PRIOR ACTION:

January 14, 2019 - The CRA adopted Resolution No. 2019-01 CRA supporting applications for transportation alternatives program funding for multi-modal facilities.

January 17, 2019 - City Council adopted Resolution No. 2019-02 supporting applications for transportation alternatives program funding for multi-modal facilities.

December 12, 2019 - City Council adopted Resolution No. 2019-71 supporting applications for transportation alternatives program funding for multi-modal facilities.

FUNDING:

Budget:	\$ 1,365,020	
Actual:	\$ 332,858	TAP Request - L Street
	432,566	TAP Request - Gregory Street
	55,829	TAP Request - Wright Street
	236,216	Pedestrian Lighting - L Street (Est.)
	50,000	Bump Outs - L Street (Est.)
	179,352	Pedestrian Lighting - Gregory Street (Est.)
	43,931	Sidewalk Replacement - Gregory Street (Est.)
	34,269	Pedestrian Lighting - Wright Street (Est.)
	<u>\$1,365,020</u>	

FINANCIAL IMPACT:

Partial funding to support the pedestrian lighting, sidewalk replacement, and bump-outs is currently available in the Fiscal Year 2021 Community Redevelopment Agency budget. However, additional funding will be needed through future budget cycles, grant funds, and other sources to complete the project.

STAFF CONTACT:

Don Kraher, Council Executive
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Asst. CRA Administrator

ATTACHMENTS:

- 1) Resolution No. 2021-06

PRESENTATION: No

RESOLUTION
NO. 2021-06

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY OF PENSACOLA SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING TO DESIGN AND CONSTRUCT MULTI-MODAL FACILITIES ALONG SEVERAL CITY ROADS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola has an interest in promoting and encouraging alternative modes of transportation to support revitalization in accordance with the City's adopted Westside Community Redevelopment Area Plan; and

WHEREAS, many citizens of the City of Pensacola have expressed a desire for additional multi-modal facilities within the City of Pensacola's community redevelopment areas; and

WHEREAS, the following proposed multi-modal project is endorsed by the City of Pensacola:

Pedestrian and bicycle improvements, which may include sidewalks and/or multi-use paths, lighting, traffic calming elements, crosswalks, pedestrian signalization and bicycle and pedestrian signage along North "L" Street from West Cervantes Street to West Gregory Street, West Gregory Street from North Pace Boulevard to North "A" Street, and within immediate proximity to the Global Learning Academy along Pace Boulevard and West Wright Street. Such project providing for enhanced connectivity and safety improvements to Legion Field, a City park, the Westside Library, and Global Learning Academy, a public elementary school.

WHEREAS, such Project is substantially contained within the twenty-five (25) highest ranked projects list, and fill a documented gap, as defined within the adopted 2018 Florida-Alabama Transportation Planning Organization (TPO) Pedestrian/Bicycle Master Plan; and

WHEREAS, such Project is consistent with the City of Pensacola's adopted Comprehensive Plan and the Westside Community Redevelopment Plan; and

WHEREAS, Federal Transportation Alternatives Program (TAP) funds are now available for transportation alternatives projects through the State of Florida Department of Transportation; and

WHEREAS, the Project meets the eligibility requirements for funding; and

WHEREAS, in order that these improvements may be constructed to the fullest extent, the City of Pensacola supports filing an application with the State of Florida Department of Transportation to design and construct the Project;

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

Section 1. That the above stated recitals are true and correct and incorporated herein by this reference.

Section 2. That the Project is endorsed by the City of Pensacola as serving an unmet vital transportation need for the public health, safety and welfare of the citizens of the City of Pensacola.

Section 3. That the City of Pensacola, in furtherance of such purpose, supports filing an application with the State of Florida Department of Transportation for Federal Transportation Alternatives Program (TAP) funding for the Project.

Section 4. The City of Pensacola hereby authorizes the Mayor to take all actions necessary to effectuate the provisions of this Resolution.

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

Adopted: _____

Approved: _____
President of City Council

ATTEST:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 03-21

City Council

1/21/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

PROPOSED ORDINANCE NO. 03-21 - REMOTE VEHICLE SALES

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 03-21 on first reading:

AN ORDINANCE CREATING ARTICLE V OF CHAPTER 7-9, SECTION 7-9-56 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING REMOTE MOTOR VEHICLE SALES; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On occasion there are held within the City limits of Pensacola, remote motor vehicle sales. Some of these remote motor vehicle sales are conducted on property, within the City, by individuals and entities which have no established business within the boundaries of the City or of Escambia County.

The individuals and entities which conduct these transactions normally depart the area after completion of the event and there is limited or no ability for purchasers of the motor vehicles to seek necessary information and recourse from the sellers. However, sales conducted by businesses, individuals and entities which have an established business within City and/or Escambia County provide a meaningful opportunity for the seller to seek recourse in the event that problems occur with the vehicle.

The creation of this ordinance will assist in that effort by prohibiting remote vehicle sales unless such sale is conducted by a licensed dealership with sales premises located within the boundaries of Escambia County.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 03-21

PRESENTATION: No

PROPOSED
ORDINANCE NO. 03-21

ORDINANCE NO. _____

AN ORDINANCE TO
BE ENTITLED:

AN ORDINANCE CREATING ARTICLE V OF CHAPTER 7-9,
SECTION 7-9-56 OF THE CODE OF THE CITY OF PENSACOLA,
FLORIDA; PROHIBITING REMOTE MOTOR VEHICLE SALES;
PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION.1 Section 7-9-56 of the Code of the City of Pensacola, Florida is hereby
created to read as follows:

ARTICLE V. REMOTE MOTOR VEHICLE SALES.

Sec. 7-9-56. – Remote Motor Vehicle Sales Prohibited.

(a) - Definitions.

As used in this section, except as otherwise provided:

Licensed dealership means a business licensed by the State of Florida, Escambia County or City of Pensacola in which the primary endeavor is the sale of new or used motor vehicles.

Motor vehicle means “motor vehicle” as defined in sec. 320.01(1), Florida Statutes.

Permanent motor vehicle sales business means a business that operates out of a structure and has received a city or Escambia County occupational license for that location.

Premises means and includes all lands, structures, places, equipment and appurtenances connected or used therewith in any business, or as is otherwise used in connection with any such business conducted on such premises.

(b) - Prohibited actions.

It shall be unlawful for any person to conduct a sale, either directly or indirectly, of a new or used motor vehicle in or on a location in the city other than a permanent motor vehicle sales business unless it is conducted by a licensed dealership with sales premises located within the boundaries of Escambia County, Florida. This prohibition shall not apply to the sale of a motor vehicle by a person at a location other than the individual residence for which the motor vehicle is individually titled to that person (not including titled as part of a dealership

or commercial business) provided no person shall sell more than three (3) such motor vehicles per year. This prohibition also shall not apply to the online sales of new or used motor vehicles or to the interstate sales of motor vehicles.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 05-21

City Council

1/21/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

PROPOSED ORDINANCE NO. 05-21 - AMENDING SECTION 4-2-7 AND 4-2-42 OF CITY CODE PROVIDING EXCEPTIONS AND ADDITIONS FOR LIVESTOCK AND HOUSEHOLD PETS. KEEPING OF MINIATURE GOATS ADDED.

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 05-21 on first reading:

AN ORDINANCE AMENDING SECTION 4-2-7 AND SECTION 4-2-42 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING EXCEPTIONS AND ADDITIONS FOR LIVESTOCK AND HOUSEHOLD PETS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2014, City Council amended the ordinances regarding Livestock and Household Pets to include the keeping of pot-bellied pigs. This amendment includes the keeping of miniature goats as household pets.

Miniature goats are considered excellent pets due to their good-natured personalities, friendliness, faithfulness, and hardy constitution. Miniature goats tend to be no bigger than a number of species of larger domestic dogs.

Female and neutered male goats do not generate significant odors and can be cared for in much the same way as other household pets.

PRIOR ACTION:

March 13, 2014 - City Council amended Ordinance to include allowing pot-bellied pigs

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 05-21 - Goat Ordinance 1-8-2021 - strike-through
- 2) Proposed Ordinance No. 05-21 - Goat Ordinance 1-8-2021 -- Clean

PRESENTATION: No

PROPOSED
ORDINANCE NO. 05-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 4-2-7 AND SECTION 4-2-42 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING EXCEPTIONS AND ADDITIONS FOR LIVESTOCK AND HOUSEHOLD PETS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-2-7 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-2-7. - Livestock.

It shall be unlawful to keep any horse, mule, donkey, goat, sheep, hogs and cattle in any stable, shed, pen or enclosure within the city limits with the exception of pot-bellied pigs and miniature goats as set forth in Sec. 4-2-42.

SECTION 2. Section 4-2-42 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-2-42. - Keeping pot-bellied pigs and miniature goats as household pets.

- (a) The term "pigs" as used herein shall mean Ppot-bellied Ppigs and "goats" shall mean miniature goats.
- (b) The number of such pigs shall be limited to one per each residence. The number of such goats shall be limited to two per each residence.
- (c) The breeding of such pigs and goats is prohibited.
- (d) Male pigs four (4) weeks of age or older shall be neutered. Male miniature goats seven (7) months of age or older shall be neutered.
- (e) Such pigs and goats shall be controlled by a leash, tether, harness or adequate enclosure any time said animals are outside the residence of the owner or other person harboring, keeping or maintaining said pig or goat. Goats must be kept at a residence that has a securely fenced back yard with a fence at least four feet in

height. Outdoor shelter must be provided and consist of a roof and three walls with an adequate amount of food, water and clean, dry bedding. Goats shall not be tied or tethered unless attended by a person harboring, keeping or maintaining the goat and if the tether is used only as a leash for walking.

- (f) The owner shall display, upon request from ~~the an~~ an animal control, ~~officer or any code enforcement or law~~ enforcement officer, a current certification from a veterinarian licensed in the State that all necessary and appropriate vaccinations have been administered and that ~~the~~ said pig or goat has been tested and demonstrated free of parasitic disease. Such certification shall be obtained on a yearly basis.
- (g) It shall be unlawful for any pig or goat owner or person in charge of a pig or goat, to fail to remove deposits of pig excreta made by a pig or goat in that person's charge when the deposit of the pig's excreta occurred in the presence of the pig's owner or person in charge of the pig or goat on any property not belonging to the owner or a person in charge of the pig or goat. If such depositing of excreta occurs, the owner or person in charge of the pig or goat shall immediately cause its removal for disposal.
- (h) It shall be unlawful for any pig or goat owner or person in charge of a pig or goat to allow the area in which the pig or goat is kept or allowed to roam to become the source of odors which are detectable on adjoining properties where such odors are the result of the pig or goat being kept or allowed to roam on the subject property.
- (i) All other animal control and nuisance laws applicable to animals within the City of Pensacola shall apply to pot-bellied pigs and goats.
- (j) A homeowners' association formed in accordance with State Statute may prohibit ownership of pot-bellied pigs and goats through a formal inclusion in the association's covenants.

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

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

PROPOSED
ORDINANCE NO. 05-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 4-2-7 AND SECTION 4-2-42 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING EXCEPTIONS AND ADDITIONS FOR LIVESTOCK AND HOUSEHOLD PETS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-2-7 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-2-7 - Livestock.

It shall be unlawful to keep any horse, mule, donkey, goat, sheep, hogs and cattle in any stable, shed, pen or enclosure within the city limits with the exception of pot-bellied pigs and miniature goats as set forth in Sec. 4-2-42.

SECTION 2. Section 4-2-42 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-2-42. - Keeping pot-bellied pigs and miniature goats as household pets.

- (a) The term "pigs" as used herein shall mean pot-bellied pigs and "goats" shall mean miniature goats.
- (b) The number of such pigs shall be limited to one per each residence. The number of such goats shall be limited to two per each residence.
- (c) The breeding of such pigs and goats is prohibited.
- (d) Male pigs four (4) weeks of age or older shall be neutered. Male miniature goats seven (7) months of age or older shall be neutered.
- (e) Such pigs and goats shall be controlled by a leash, tether, harness or adequate enclosure any time said animals are outside the residence of the owner or other person harboring, keeping or maintaining said pig or goat. Goats must be kept at a residence that has a securely fenced back yard with a fence at least four feet in

height. Outdoor shelter must be provided and consist of a roof and three walls with an adequate amount of food, water and clean, dry bedding. Goats shall not be tied or tethered unless attended by a person harboring, keeping or maintaining the goat and if the tether is used only as a leash for walking.

- (f) The owner shall display, upon request from an animal control, code enforcement or law enforcement officer, a current certification from a veterinarian licensed in the State that all necessary and appropriate vaccinations have been administered and that said pig or goat has been tested and demonstrated free of parasitic disease. Such certification shall be obtained on a yearly basis.
- (g) It shall be unlawful for any pig or goat owner or person in charge of a pig or goat, to fail to remove deposits of excreta made by a pig or goat in that person's charge when the deposit of the excreta occurred in the presence of the owner or person in charge of the pig or goat on any property not belonging to the owner or a person in charge of the pig or goat. If such depositing of excreta occurs, the owner or person in charge of the pig or goat shall immediately cause its removal for disposal.
- (h) It shall be unlawful for any pig or goat owner or person in charge of a pig or goat to allow the area in which the pig or goat is kept or allowed to roam to become the source of odors which are detectable on adjoining properties where such odors are the result of the pig or goat being kept or allowed to roam on the subject property.
- (i) All other animal control and nuisance laws applicable to animals within the City of Pensacola shall apply to pot-bellied pigs and goats.
- (j) A homeowners' association formed in accordance with State Statute may prohibit ownership of pot-bellied pigs and goats through a formal inclusion in the association's covenants.

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

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 49-20

City Council

1/21/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

REVISED PROPOSED ORDINANCE NO. 49-20 AMENDING SECTION 9-5-72 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA FIREFIGHTERS' DEFERRED COMPENSATION PROHIBITING ADDITIONAL FUNDING

RECOMMENDATION:

That City Council adopt the revised Proposed Ordinance No. 49-20 on second reading.

AN ORDINANCE AMENDING SECTION 9-5-72 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING ADDITIONAL FUNDING OF THE FIREFIGHTERS DEFERRED COMPENSATION PLAN; PROVIDING FOR APPLICABILITY OF ORDINANCE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Social Security Replacement Program for Firefighters was established effective June 15, 2015 as part of the Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707 Collective Bargaining Agreement for Fiscal years 2015 - 2017. The Social Security Replacement Plan was provided to offset the reduction in the spousal benefit approved in the Firefighters' Relief and Pension Plan Special Act and agreed upon in the IAFF Collective Bargaining Agreement. The Collective Bargaining Agreement beginning October 1, 2020 through October 1, 2023 will restore the spousal benefit back to 75% of the retiree's benefit amount with no reduction to the retiree's pension. Therefore, the Social Security Replacement Plan is no longer needed to replace the spousal benefit reduction and is being closed.

Due to recodification of the Code of the City of Pensacola that was published January 1, 2021, the Section of the Code was renumbered to 9-5-72.

PRIOR ACTION:

February 12, 2015 - City Council ratified the Pensacola Professional Firefighters International

Association of Firefighters (IAFF) Local 707 Collective Bargaining Agreement for Fiscal Years 2015 through 2017 providing the Social Security Replacement Plan to firefighters hired after the date of the pension changes.

December 10, 2020 - City Council voted to approve Proposed Ordinance No. 49-20 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

Costs associated with the restoration of the spousal benefit have been estimated to be approximately \$5,000 per year and the cost for the 300 hours of pensionable overtime is approximately \$27,691 as determined by the Fire Pension Actuary. However those costs will not occur in Fiscal Year 2021 but will be incorporated in future year proposed budgets.

CITY ATTORNEY REVIEW: Yes

11/24/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director
Ted Kirchharr, Human Resources Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 49-20
- 2) Revised Proposed Ordinance No. 49-20

PRESENTATION: No

PROPOSED
ORDINANCE NO. 49-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 9-6-23 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING ADDITIONAL FUNDING OF THE FIREFIGHTERS' DEFERRED COMPENSATION PLAN; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 9-6-23 of the Code of the City of Pensacola, Florida is hereby amended to read as follows:

Sec. 9-6-23. - Funding.

- (a) The deferred compensation plan shall be funded with contributions of both the city and the employee in the following manner:
 - (1) If the employee elects to participate, he must contribute a mandatory amount equal to one (1.0) percent of his compensation.
 - (2) The city shall contribute a mandatory amount equal one (1.0) percent of compensation for each participating employee.
 - (3) The employee may contribute an additional amount on a voluntary basis up to the maximum amount allowed by law.
 - (4) The city shall contribute an additional amount equal to the amount of the voluntary contribution of each employee up to but not exceeding five and seven-tenths (5.7) percent of compensation.
- (b) The contributions to fund the deferred compensation plan shall be distributed in the following manner:
 - (1) Each employee's contribution, both the one (1.0) percent of compensation mandatory contribution and the up to five and seven-tenths (5.7) percent of compensation additional voluntary contribution, shall be deposited in the plan's deferred compensation account for each employee in accordance with the terms of the deferred compensation plan.

- (2) The first one (1.0) percent of the city's one (1.0) percent of compensation mandatory contribution shall be used to fund first the deferred compensation plan disability and survivor plan, provided for in Division 2 of this chapter, on behalf of all participants; the remaining city contributions after funding the deferred compensation plan disability and survivor plan shall be deposited in the defined contribution plan account of employees in accordance with the terms of the defined contribution plan.
 - (3) The city's contribution of up to an additional five and seven-tenths (5.7) percent of compensation to match employee's voluntary contribution of up to an additional five and seven-tenths (5.7) percent of compensation shall be deposited in the defined contribution plan account of employees in accordance with the terms of the defined contribution plan.
 - (4) City contributions to an employee's defined contribution plan account shall cease during any calendar year at the time such employee contributions to that account cease.
- (c) Effective December 10, 2020, all additional and future contributions to this fund by the city and the employee shall cease.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
 President of City Council

Attest:

 City Clerk

REVISED

PROPOSED
ORDINANCE NO. 49-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION **9-5-72** OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING ADDITIONAL FUNDING OF THE FIREFIGHTERS' DEFERRED COMPENSATION PLAN; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 9-5-72 of the Code of the City of Pensacola, Florida is hereby amended to read as follows:

Sec. **9-5-72. - Funding.**

- (a) The deferred compensation plan shall be funded with contributions of both the city and the employee in the following manner:
 - (1) If the employee elects to participate, he must contribute a mandatory amount equal to one (1.0) percent of his compensation.
 - (2) The city shall contribute a mandatory amount equal one (1.0) percent of compensation for each participating employee.
 - (3) The employee may contribute an additional amount on a voluntary basis up to the maximum amount allowed by law.
 - (4) The city shall contribute an additional amount equal to the amount of the voluntary contribution of each employee up to but not exceeding five and seven-tenths (5.7) percent of compensation.
- (b) The contributions to fund the deferred compensation plan shall be distributed in the following manner:
 - (1) Each employee's contribution, both the one (1.0) percent of compensation mandatory contribution and the up to five and seven-tenths (5.7) percent of compensation additional voluntary contribution, shall be deposited in the plan's deferred compensation account for each employee in accordance with the terms of the deferred compensation plan.

- (2) The first one (1.0) percent of the city's one (1.0) percent of compensation mandatory contribution shall be used to fund first the deferred compensation plan disability and survivor plan, provided for in Division 2 of this chapter, on behalf of all participants; the remaining city contributions after funding the deferred compensation plan disability and survivor plan shall be deposited in the defined contribution plan account of employees in accordance with the terms of the defined contribution plan.
 - (3) The city's contribution of up to an additional five and seven-tenths (5.7) percent of compensation to match employee's voluntary contribution of up to an additional five and seven-tenths (5.7) percent of compensation shall be deposited in the defined contribution plan account of employees in accordance with the terms of the defined contribution plan.
 - (4) City contributions to an employee's defined contribution plan account shall cease during any calendar year at the time such employee contributions to that account cease.
- (c) Effective December 10, 2020, all additional and future contributions to this fund by the city and the employee shall cease.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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Adopted: _____

Approved: _____
 President of City Council

Attest:

 City Clerk