



City of Pensacola

Agenda Conference

Agenda

Monday, September 12, 2022, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

Members of the public may attend the meeting in person. City Council encourages those not fully vaccinated to wear face coverings that cover their nose and mouth.

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

ROLL CALL

PRESENTATION ITEMS

- [22-00917](#) PRESENTATION FROM MICHELLE LUCKETT WITH BE READY ALLIANCE COORDINATING FOR EMERGENCIES "BRACE"

Recommendation: That City Council receive a presentation from Michelle Lockett with BRACE as part of the Florida Preparedness Month during September.

Sponsors: Ann Hill
- [22-00886](#) PRESENTATION FROM THE PORT OF PENSACOLA - PORT UPDATE AND DEVELOPMENT ACTIVITIES

Recommendation: That City Council receive a presentation from Clark Merritt, Port Director, providing an update on the Port of Pensacola and development activities.

Sponsors: Grover C. Robinson, IV
- [22-00890](#) PRESENTATION FROM CHIEF GINNY CRANOR - PENSACOLA FIRE DEPARTMENT

Recommendation: That City Council receive a presentation from Chief Ginny Cranor of Pensacola Fire Department providing an update on department progression.

Sponsors: Grover C. Robinson, IV

REVIEW OF CONSENT AGENDA ITEMS

- 4. [22-00862](#) APPOINTMENTS - ARCHITECTURAL REVIEW BOARD

Recommendation: That City Council appoint two (2) registered architects and two (2) representatives from the University of West Florida Historic Trust (UWFHT) to the Architectural Review Board for a term of two (2) years, expiring September 30, 2024.

Sponsors: Ann Hill

Attachments: [Member List](#)
[Application of Interest - Anna Fogarty](#)
[Application of Interest - Yuri Ramos](#)
[Application of Interest - Derek Salter](#)
[Application of Interest - Jordan Yee](#)
[Ballot - Registered Architect](#)
[Ballot - Representatives from UWF Historic Trust](#)

- 5. [22-00887](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT ANN HILL - DISTRICT 6

Recommendation: That City Council approve funding of \$200 for the WSRE-TV Foundation from the City Council Discretionary Funds for District 6.

Sponsors: Ann Hill

- 6. [22-00888](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE PRESIDENT DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of \$800 for the WSRE-TV Foundation from the City Council Discretionary Funds for District 7.

Sponsors: Delarian Wiggins

- 7. [22-00889](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CASEY JONES - DISTRICT 3

Recommendation: That City Council approve funding of \$1,000 for the WSRE-TV Foundation from the City Council Discretionary Funds for District 3.

Sponsors: Delarian Wiggins

- 8. [22-00892](#) FISCAL YEAR 2023 COMMUNITY POLICING INTERLOCAL AGREEMENT

Recommendation: That the City Council approve an interlocal agreement with the City of Pensacola for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area for Fiscal Year 2023 in an amount not to exceed \$100,000.

Sponsors: Teniade Broughton

Attachments: [FY2023 Community Policing Interlocal Agreement](#)

9. [22-00893](#) INTERLOCAL AGREEMENT FOR COMMUNITY REDEVELOPMENT AREA (CRA) MAINTENANCE AND MANAGEMENT SERVICES
- Recommendation:** That the City Council terminate the Interlocal Agreement for Urban Core CRA Landscape, Park, Public Space Enhancement and Accessibility Improvement Maintenance Services and the Interlocal Agreement for Eastside CRA Landscape, Park, Property Management, Leasing, Public Space Enhancement, Accessibility Improvements and Facilities Maintenance Services. Further that the City Council approve an Interlocal Agreement for CRA Maintenance and Management Services with the City of Pensacola.
- Sponsors:** Teniade Broughton
- Attachments:** [CRA Maintenance and Management Interlocal Agreement](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

10. [22-00894](#) PUBLIC HEARING -- PROPOSED AMENDMENT TO SECTION 12-6-4(4) OF THE CITY CODE-LANDSCAPE AND TREE PROTECTION PLAN OF THE LAND DEVELOPMENT CODE.
- Recommendation:** That City Council conduct a public hearing regarding the proposed amendment to Section 12-6-4(4) of the City Code - Landscape and Tree Protection Plan of the Land Development Code.
- Sponsors:** Sherri Myers
- Attachments:** [Proposed Ord 42-22 - Amendment to Section 12-6-4 Landscape and Planning Board Minutes 6.14.22](#)
11. [42-22](#) PROPOSED ORDINANCE NO. 42-22 - AMENDING SECTION 12-6-4(4) OF THE CITY CODE - LANDSCAPE AND TREE PROTECTION PLAN OF THE LAND DEVELOPMENT CODE
- Recommendation:** That City Council approve Proposed Ordinance No. 42-22 on first reading:
- AN ORDINANCE AMENDING SECTION 12-6-4 (4) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, LANDSCAPE AND TREE PROTECTION PLAN; PROVIDING FOR A THIRTY-DAY POSTING REQUIREMENT PRIOR TO ISSUANCE OF PERMIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:** Sherri Myers
- Attachments:** [Proposed Ordinance No. 42-22](#)
[Planning Board Meeting Minutes 6.14.22](#)

12. [22-00854](#) QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - STILLMAN SUBDIVISION
- Recommendation:** That City Council conduct a quasi-judicial hearing on September 15, 2022, to consider approval of the Final Subdivision Plat, Stillman Subdivision.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Stillman Subdivision Final Plat Application](#)
[Planning Board Minutes August 9, 2022](#)
13. [22-00895](#) HIRING OF LEGAL COUNSEL TO THE CITY COUNCIL
- Recommendation:** That City Council begin the process of hiring an Attorney to function as Legal Counsel to the City Council in accordance with Section 4.02(a)(6) of the City Charter.
- Sponsors:** Jennifer Brahier
14. [22-00914](#) ADOPTION OF HANDBOOK FOR APPOINTED BOARDS, COMMISSIONS AND AUTHORITIES
- Recommendation:** That City Council adopt a Handbook for Appointed Boards, Commissions and Authorities to serve as a guide for all Council appointed Boards, Commissions and Authorities.
- Sponsors:** Ann Hill
- Attachments:** [Handbook for Appointed Boards, Commissions and Authorities](#)
15. [22-00800](#) HURRICANE SALLY CATHODIC PROTECTION REPAIRS
- Recommendation:** That City Council award Bid #22-045 Cathodic Protection Repairs to Hewes and Company, LLC with a base bid of \$2,085,000.00 plus a 10% contingency in the amount of \$208,500.00. 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:** [Bid Final Vendor Reference List](#)
[Bid22045 CathodicProtection Repairs - Tabulation of Bids](#)
16. [22-00872](#) 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](#)

17. [22-00861](#) AWARD OF CONTRACT - ITB NO. 21-040 TAXIWAY "A" REHABILITATION AT PENSACOLA INTERNATIONAL AIRPORT - LAGAN CONSTRUCTION, LLC
- Recommendation:** That City Council award Bid No. 21-040 for Taxiway "A" Rehabilitation at Pensacola International Airport to Lagan Construction, LLC of Sterling, VA with a base bid of \$12,391,942.00 plus 10% contingency of \$1,239,194.20 for a total of \$13,631,136.20. Further that City Council authorize the Mayor to take all actions necessary to execute the contract and complete the project.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [ITB No. 21-040 Tabulation of Bids](#)
[ITB No. 21-040 Final Vendor Reference List](#)
18. [22-00884](#) AWARD OF QUOTE - PERIMETER SECURITY FENCE FIBER RELOCATION AT PENSACOLA INTERNATIONAL AIRPORT - SECURITY ENGINEERING, INC.
- Recommendation:** That City Council award Quote No. AAAQ4885 for perimeter security fence fiber relocation at Pensacola International Airport, to Security Engineering, Inc. with a base quote of \$104,773.77, plus a 15% contingency of \$15,716.07, for a total of \$120,489.84. Further, that City Council authorize the Mayor to take all actions necessary to complete the project.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Quote No. AAAQ4885](#)
19. [22-00857](#) INTERLOCAL AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF SOURCE SEPARATED RECYCLABLES
- Recommendation:** That City Council approve the Interlocal Agreement for the Acceptance and processing of Source Separated Recyclables with Emerald Coast Utilities Authority. Further, that City Council authorize the Mayor to take all action necessary to execute the agreement.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [2022 Interlocal Agreement with ECUA](#)

20. [2022-068](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-068 LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2022-068.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2022-068](#)
[Supplemental Budget Explanation No. 2022-068](#)
[Letter of Certification - Draft](#)

21. [25-22](#) REVISED PROPOSED ORDINANCE NO. 25-22 AMENDMENT TO CITY CODE SECTION 4-3-97 - SANITATION COLLECTION FEE AND THE SANITATION EQUIPMENT SURCHARGE

Recommendation: That City Council adopt Proposed Ordinance No. 25-22 on second reading:

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES AND THE SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Revised Proposed Ordinance 25-22 PRESENTATION](#)

22. [33-22](#) PROPOSED ORDINANCE NO. 33-22 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT - 411 N. BAYLEN STREET

Recommendation: That City Council adopt Proposed Ordinance No. 33-22 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.

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No.33-22](#)
[Planning Board Rezoning Application](#)
[Planning Board Minutes July 12 2022](#)
[FLUM Map 2022](#)

23. [34-22](#)

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 34-22](#)
[Planning Board Rezoning Application](#)
[Planning Board Minutes July 12 2022 - DRAFT](#)
[Zoning Map 2022](#)

CONSIDERATION OF ANY ADD-ON ITEMS

FOR DISCUSSION

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

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 #: 22-00917

City Council

9/15/2022

PRESENTATION ITEM

FROM: City Council President Ann Hill

SUBJECT:

PRESENTATION FROM MICHELLE LUCKETT WITH BE READY ALLIANCE COORDINATING FOR EMERGENCIES "BRACE"

REQUEST:

That City Council receive a presentation from Michelle Lockett with BRACE as part of the Florida Preparedness Month during September.

SUMMARY:

BRACE is a community-based disaster coalition that leads in emergency preparedness, response, and recovery efforts in Escambia County. BRACE trains and mobilizes volunteers and collaborates with local, regional, and national partners to ensure the disaster readiness of our community.

BRACES's mission is to make our community disaster-resilient through public-private partnerships to educate, train and engage donors and volunteers.

September is Florida Preparedness Month; as part of this month's activities, Michelle Lockett will be presenting to City Council

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00886

City Council

9/15/2022

PRESENTATION ITEM

FROM: Grover C. Robinson, IV, Mayor

SUBJECT:

PRESENTATION FROM THE PORT OF PENSACOLA - PORT UPDATE AND DEVELOPMENT ACTIVITIES

REQUEST:

That City Council receive a presentation from Clark Merritt, Port Director, providing an update on the Port of Pensacola and development activities.

SUMMARY:

This presentation will provide a general update on the Port and specifically the development plans for the northern part of the port

PRIOR ACTION:

None

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator Administration and Enterprises
M. Clark Merritt, Port Director

ATTACHMENTS:

None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00890

City Council

9/15/2022

PRESENTATION ITEM

FROM: Grover C. Robinson, IV, Mayor

SUBJECT:

PRESENTATION FROM CHIEF GINNY CRANOR - PENSACOLA FIRE DEPARTMENT

REQUEST:

That City Council receive a presentation from Chief Ginny Cranor of Pensacola Fire Department providing an update on department progression.

SUMMARY:

This presentation provides updates and accomplishments of the Pensacola Fire Department.

PRIOR ACTION:

None

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: Yes

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 - Anna Fogarty
- 3) Application of Interest - Derek Salter
- 4) Application of Interest - Yuri Ramos
- 5) Application of Interest - Jordan Yee
- 6) Ballot - Registered Architect
- 7) Ballot - Representatives from University of West Florida Historic Trust

PRESENTATION: No

Architectural Review Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
,			0	2022			0	
Courtney, Lou M.	Resident-Old East Hill	Council	0	2022	9/30/2023	8/12/2021	2	
Fogarty, Anna	Design/Rep UWFHT	Council	1	2022	9/30/2022	9/13/2018	2	
McCorvey, John	Business Owner-PHBD	Council	0	2022	9/30/2023	10/14/2021	2	
Mead, II, George R.	Resident-North Hill	Council	4	2022	9/30/2023	9/26/2013	2	
Ramos, Yuri L.	Architect	Council	0	2022	9/30/2022	9/10/2020	2	
Salter, Derek	Arch. Rep.UWFHT	Council	1	2022	9/30/2022	9/13/2018	2	
Yee, Jordan M.	Architect	Council	0	2022	9/30/2022	9/10/2020	2	

Term Length: TWO YEAR TERMS

The Architectural Review Board approves or disapproves plans for buildings to be erected, renovated, or razed which are located, or to be located within the historic districts, preservation districts and Governmental Center District.

The Architectural Review Board is composed of seven (7) members appointed by City Council: two (2) nominated by the University of West Florida Historic Trust, each of whom shall be a resident of the City of Pensacola; one (1) member from the City Planning Board or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; two (2) registered architects, each of whom shall be a resident of the City of Pensacola; one (1) member who is a resident of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; and one (1) member who is a property or business owner in the Palafox Historic Business District or the Governmental Center District.

From: noreply@civicplus.com
Sent: Tuesday, July 26, 2022 12:13 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	Anna Fogarty
Home Address	122 N K Street Pensacola, FL 32502

Business Address	<i>Field not completed.</i>
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To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	850-776-6464
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Email Address	fogarty.anna@gmail.com
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Upload Resume (optional)	<i>Field not completed.</i>
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(Section Break)

Details

Are you a City resident? Yes

If yes, which district? *Field not completed.*

If yes, how long have you been a City resident? 9 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Architectural Review Board

Please list the reasons for your interest in this position: I have a strong interest in the built environment and the preservation of the historic character that gives Pensacola it's charm.

Do you currently serve on a board? Yes

If yes, which board(s)? Architectural Review Board

Do you currently hold a public office? No

If so, what office? *Field not completed.*

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

(Section Break)

Diversity

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

Gender Female

Race Caucasian

Physically Disabled No

(Section Break)

Acknowledgement of I accept these terms.
Terms

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

From: noreply@civicplus.com
Sent: Tuesday, July 26, 2022 9:09 AM
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 Yuri L Ramos

Home Address 4107 BRITTANY CT. ; Pensacola, FL 32504

Business Address 121 E. Government Street; Pensacola, FL 32502

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

Preferred Contact Phone Number(s) 8507742812

Email Address yurilonghramos@gmail.com

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 3

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: Architectural Review Board

Please list the reasons for your interest in this position: I currently serve on this board and I would like to continue my service.

Do you currently serve on a board? Yes

If yes, which board(s)? Architectural Review 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.](#)

From: noreply@civicplus.com
Sent: Friday, July 22, 2022 11:46 AM
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 Derek Salter

Home Address 1212 E. Lee Street
Pensacola, 32503

Business Address 40 S Palafox PL, Suite 201
Pensacola, 32502

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

Preferred Contact Phone Number(s) 8502553366

Email Address dsalter@dagarchitects.com

Upload Resume *Field not completed.*

(optional)

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? 22 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Architecture Review Board

Please list the reasons for your interest in this position: To continue the position to protect the architectural history of the City.

Do you currently serve on a board? Yes

If yes, which board(s)? Architecture Review Board

Do you currently hold a public office? No

If so, what office? *Field not completed.*

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

(Section Break)

Diversity

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

Gender Male

Race Caucasian

Physically Disabled No

(Section Break)

Acknowledgement of I accept these terms.
Terms

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From: noreply@civicplus.com
Sent: Saturday, July 30, 2022 12:27 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 Jordan Yee

Home Address 1904 E Leonard St
Pensacola, FL 32503

Business Address 1904 E Leonard St
Pensacola, FL 32503

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

Preferred Contact Phone Number(s) 8503808020

Email Address jordanyee.aia@gmail.com

Upload Resume *Field not completed.*

(optional)

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 4

If yes, how long have you
been a City resident? 39 years

Do you own property
within the City limits? Yes

Are you a registered voter
in the city? Yes

Board(s) of interest: Architectural Review Board

Please list the reasons for
your interest in this
position: I am an architect and concerned citizen

Do you currently serve on
a board? Yes

If yes, which board(s)? Architectural Review 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 Asian-American

Physically Disabled No

(Section Break)

Acknowledgement of I accept these terms.
Terms

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

Ballot – Architectural Review Board

September 15, 2022

Two year term expiring September 30, 2024

Registered Architect

_____ Yuri L. Ramos

_____ Jordan M. Yee

Vote for Two

Signed: _____
Council Member

Ballot – Architectural Review Board

September 15, 2022

Two year term expiring September 30, 2024

Representative from University of West Florida Historic Trust

_____ Anna Fogarty

_____ Derek Salter

Vote for Two

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00887

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT ANN HILL - DISTRICT 6

RECOMMENDATION:

That City Council approve funding of \$200 for the WSRE-TV Foundation from the City Council Discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The WSRE-TV Foundation provides free access to public television programming including educational, entertaining and informative programs for both children and adults.

PRIOR ACTION:

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

FUNDING:

Budget: \$5,622.68 Current Balance - District 6 Discretionary Funds

Actual: \$ 200.00 WSRE-TV Foundation Donation

FINANCIAL IMPACT:

A balance of \$5,622.68 is currently within the District 6 Discretionary Fund Account. Upon approval by City Council a balance of \$5,422.68 will remain within that account.

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00888

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Delarian Wiggins

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE PRESIDENT DELARIAN WIGGINS - DISTRICT 7

RECOMMENDATION:

That City Council approve funding of \$800 for the WSRE-TV Foundation from the City Council Discretionary Funds for District 7.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The WSRE-TV Foundation provides free access to public television programming including educational, entertaining and informative programs for both children and adults.

PRIOR ACTION:

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

FUNDING:

Budget:	\$3,947	Current Balance - District 7 Discretionary Funds
Actual:	\$ 800	WSRE-TV Foundation Donation

FINANCIAL IMPACT:

A balance of \$3,947 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of \$3,147 will remain within that account.

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00889

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Casey Jones

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CASEY JONES - DISTRICT 3

RECOMMENDATION:

That City Council approve funding of \$1,000 for the WSRE-TV Foundation from the City Council Discretionary Funds for District 3.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The WSRE-TV Foundation provides free access to public television programming including educational, entertaining and informative programs for both children and adults.

PRIOR ACTION:

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

FUNDING:

Budget:	\$20,867	Current Balance - District 3 Discretionary Funds
Actual:	\$ 1,000	WSRE-TV Foundation Donation

FINANCIAL IMPACT:

A balance of \$20,867 is currently within the District 3 Discretionary Fund Account. Upon approval by City Council, a balance of \$19,867 will remain within that account.

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



Memorandum

File #: 22-00892

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Teniadé Broughton

SUBJECT:

FISCAL YEAR 2023 COMMUNITY POLICING INTERLOCAL AGREEMENT

RECOMMENDATION:

That the City Council approve an interlocal agreement with the City of Pensacola for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area for Fiscal Year 2023 in an amount not to exceed \$100,000.

HEARING REQUIRED: No Hearing Required

SUMMARY:

One of the primary obstacles to urban revitalization is the perception of a lack of safety. This perception is typically related to criminal activity, may be real or perceived, and may involve both personal safety, as well as, the safety of property. Community policing innovations are one approach that can be initiated to target criminal activity within a community redevelopment area.

Revitalization has drawn significant numbers of people and activities to areas long underutilized. However, the Urban Core Community Redevelopment Area still experiences safety concerns of varying degrees. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing activities within the entirety of the Urban Core Community Redevelopment Area from 17th Avenue to A Street.

PRIOR ACTION:

July 25, 2002 - City Council adopted Resolution No. 21-02, CRA Plan Additional Priority Element - Urban Core Area Community Policing Innovations.

January 20, 2010 - City Council adopted Resolution No. 02-10, Urban Core Community Redevelopment Plan, 2010, including Community Policing Innovations for the Urban Core.

September 20, 2010 - CRA approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 23, 2010 - City Council approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 19, 2011 - CRA approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

September 22, 2011 - City Council approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

November 28, 2011 - CRA approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

December 1, 2011 - City Council approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

May 8, 2017 - CRA approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing until September 30, 2018.

October 8, 2018 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2019.

April 8, 2019 - CRA authorized the purchase and installation of a security camera at Jefferson Street and Government Street under the Fiscal Year 2019 Urban Core Community Policing Interlocal Agreement.

September 9, 2019 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2020.

September 12, 2019 - City Council approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2020.

September 8, 2020 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2021.

September 7, 2021 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2022.

August 15, 2022 - CRA Board approved an Interlocal Agreement between the City and the CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2023.

FUNDING:

Budget: \$ 100,000

Actual: \$ 100,000

FINANCIAL IMPACT:

Funding in the amount of \$100,000 has been included in the CRA Fiscal Year 2023 proposed budget for the Interlocal Agreement.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) FY2023 Community Policing Interlocal Agreement

PRESENTATION: No

INTERLOCAL AGREEMENT
FOR COMMUNITY POLICING INNOVATIONS
FY 2023

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** (the " Agreement"), is made and entered into as of this ____day of _____, 202_ and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

W I T N E S S E T H:

WHEREAS, the City Council of the City of Pensacola, Florida (the "City Council"), adopted Resolution No. 54-80 on September 25, 1980, which finding and determining the area described therein known as the "Urban Core Community Redevelopment Area," to be a "blighted area" (as defined in Section 163.340, Florida Statutes) and to be in need of redevelopment, rehabilitation and improvement, which finding and determination was reaffirmed in Resolution No. 65-81, adopted by the City Council on October 22, 1981; and

WHEREAS, on September 25, 1980, the City Council adopted Resolution No. 55-80, which, created the Community Redevelopment Agency, and declared the City Council to be the Agency as provided in Section 163.356, Florida Statutes; and

WHEREAS, on August 19, 2010, the City Council adopted Resolution 22-10, which amended Resolution No. 55-80 and provided for the continuation of the Pensacola Community Redevelopment Agency in conformity with the provisions of the 2010 Charter; and

WHEREAS, on March 8, 1984, the City Council adopted Ordinance No. 13-84, which created and established the Community Redevelopment Trust Fund for the Urban Core Community Redevelopment Area; and

WHEREAS, on March 27, 1984, the City Council of Pensacola, Florida, adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on April 6, 1989, the City Council adopted Resolution No. 18-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02-10, which repealed the Community Redevelopment Plan 1989 as amended and adopted the Urban Core Community Redevelopment Plan 2010; and

WHEREAS, the Agency is responsible for the implementation of the redevelopment plan for the redevelopment, rehabilitation and improvement of the urban core community redevelopment area in the City; and

WHEREAS, one of the primary obstacles to the redevelopment, rehabilitation and improvement of the urban core community redevelopment area is the perception of a lack of safety in areas that have seen decline over time and that are now stigmatized in the public mind; and

WHEREAS, the Redevelopment Act (hereinafter defined) authorizes municipalities and community redevelopment agencies to develop and implement Community Policing Innovations which in the singular is statutorily defined as “a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol”; and

WHEREAS, the Agency does not have nor exercise police powers nor employ police officers as needed to undertake Community Policing Innovations; and

WHEREAS, the City employs sworn law enforcement officers who have the police power and the ability to assist the Agency by focusing resources upon Community Policing Innovations in an effort to reduce crime within the Urban Core Community Redevelopment Area; and

WHEREAS, but for the cooperation of the parties and the assistance to be provided by the Agency to the City pursuant to this Agreement, the Agency would be without resources to undertake the Community Policing Innovations authorized by the Urban Core Community Redevelopment Plan; and

WHEREAS, the City and the Agency are willing to cooperate and provide assistance to each other and, to the extent permitted by law, all in such means and manner as will promote the rehabilitation and redevelopment of the urban core community redevelopment area, benefit the local economy, and be of substantial benefit to the Agency and the City by jointly undertaking community policing innovations within the urban core community redevelopment area;

WHEREAS, the Agency proposes to exercise its powers available under Part III, Chapter 163, Florida Statutes, as amended (the "Redevelopment Act") to aid, assist, and cause the rehabilitation and the redevelopment of the Urban Core Community Redevelopment Area to be accomplished by, among other things, using some of its "increment revenues" deposited in the Redevelopment Trust Fund (as hereinafter defined) together with funds provided by the City of

Pensacola General Fund to pay for certain Community Policing Innovations (hereinafter defined and referred to hereinafter as the “Project”) to be provided hereinafter by the City; and

WHEREAS, the City and the Agency desire to enter into an interlocal agreement setting forth the terms, conditions and responsibilities of a coordinated and collective effort to redevelop the Urban Core Community Redevelopment Area and continue to maintain the Project undertaken by the Agency; and

WHEREAS, the City and the Agency have determined that such an agreement to accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish important public purposes.

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the City and the Agency agree as follows:

ARTICLE 1: AUTHORITY

1.1. Authority.

This Agreement is entered into pursuant to and under the authority of Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes; Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981, Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

ARTICLE 2: DEFINITIONS

2.1. Definitions.

As used in this Agreement, the following capitalized terms shall have the following meanings, unless the context clearly indicates otherwise:

(1) “Act” means all or each of the following: Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981; Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

(2) “Agency” means the Community Redevelopment Agency of the City of Pensacola, Florida, and any successors or assigns.

(3) “Agency Payments” means, the periodic payments made by the Agency to the City from the Community Policing Innovations Account pursuant to Section 4.3 hereof.

(4) “Agency's Other Obligations” means the payment to be made by the Agency from Increment Revenues deposited in its Redevelopment Trust Fund in the manner, to the extent and so long as such payments are required, respectively, pursuant to resolutions or agreements adopted or entered into prior to or after the Effective Date and which are provided to be superior to the obligation of the Agency under this Agreement.

(5) “Agreement” means this Interlocal Agreement, including any amendments, revisions and exhibits thereto.

(6) “Available Increment Revenues” means Increment Revenues remaining from time to time in the Agency's Redevelopment Trust Fund after all payments and deposits required to be made therefrom for the Agency's Other Obligations have been made and paid by the Agency during that Fiscal Year.

(7) “City” means the City of Pensacola, Florida, a Florida municipal corporation, and any successors or assigns.

(8) “City Council” means the City Council, or such other body constituting the elected governing or legislative body of the City.

(9) “Community Policing Innovations” means law enforcement services provided by the City within the entirety of the Urban Core Community Redevelopment Area, in cooperation and in consultation with the Agency, to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the visitors district and community areas historically and currently prone to blight and less receptive to traditional law enforcement strategies, including, but not limited to, increased face to face contact with citizens, bike patrols, foot patrols, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, attendance at community functions that foster relationships based on trust where there has been a traditional divide or contentious relationship between the community and law enforcement, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

(10) “Community Policing Innovations Account” means the account created and established by Section 5.2 hereof and in which are deposited the Available Increment Revenues and from which the Agency Payments are made to fund the Community Policing Innovations described herein.

(11) “Community Redevelopment Area” or “Urban Core Community Redevelopment Area” means the area found to be a slum or blighted and described in Resolution No. 54-80, adopted by the City Council on September 25, 1980, as affirmed by Resolution No. 65-81, adopted by the City Council on October 22, 1981.

(12) “Effective Date” means the date on which this Agreement becomes effective as provided in Section 8.12 hereof.

(13) “Expiration Date” means the date on which this Agreement expires by its own terms and is no longer of any force and effect as provided in Section 8.7 hereof.

(14) “Fiscal Year” means the respective fiscal years of the City and the Agency commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive twelve (12) month period as may be hereafter designated pursuant to general law as the fiscal year of the Agency or the City, respectively.

(15) “Increment Revenues” means the funds received by the Agency and deposited in the Redevelopment Trust Fund in an amount equal to the incremental increase in ad valorem tax revenues calculated pursuant to Section 163.387, Florida Statutes, within the Community Redevelopment Area.

(16) “Plan” means the revised redevelopment plan for the Urban Core Community Redevelopment Area, adopted by the City Council on April 16, 1989, by the adoption of Resolution No. 19-89 as subsequently amended.

(17) “Redevelopment Trust Fund” means the trust fund of the Agency created and established by Ordinance No. 13-84, enacted by the City Council on March 8, 1984, into which Increment Revenues are deposited as provided by that ordinance (and any amendments or successors thereto) and the Redevelopment Act.

(18) “Termination Date” means September 30, 2023, or the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 7.5, whichever, occurs earlier.

2.2. 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.

2.3. Florida Statutes.

Any and all references herein to the “Florida Statutes” are to Florida Statutes (2010), as later amended by any session law enacted during any regular or special session of the Legislature of the State of Florida subsequent to the adoption of Florida Statutes (2010).

ARTICLE 3: PURPOSE

3.1. Purpose.

The purpose of this Agreement is to induce, encourage and assist the redevelopment of the Community Redevelopment Area through assistance and cooperation in undertaking community policing innovations within the area. It is also the purpose of this agreement to avoid expending the Agency’s Increment Revenues (as defined in the Act) on general government

operating expenses unrelated to the planning and carrying out of the Plan. It is also the purpose of this Agreement to define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

ARTICLE 4: THE PROJECT

4.1. Description.

The Project consists of the City providing Community Policing Innovation services within the Urban Core Community Redevelopment Area, bounded by A Street, 17th Avenue, Cervantes Street, and Pensacola Bay, in its entirety, and in consideration of such services, the Agency Payments to the City.

4.2. Project Administration.

The City, in consultation and cooperation with the Agency, shall be responsible for and shall oversee the administration of the Project, and shall account to the Agency for all costs of the Project.

4.3. Agency Payments.

Within 45 days of receipt of periodic invoices from the City, accompanied by an accounting for the costs of the Project, the Agency shall pay from the Community Policing Innovations Account reimbursing Agency Payments to the City equal to the Actual costs of the Project. Provided, however, the sum of the Agency Payments shall not exceed \$100,000. Upon receipt of the Agency's written approval of any such invoice and accounting, the City's Chief Financial Officer may withdraw the Agency Payment directly from the Community Policing Innovations Account. Although this Sec. 4-3 contemplates and references the production of invoices, accountings and written approvals of invoices and accountings, these documents are accumulated and retained for subsequent auditing purposes and the periodic initiation and transfer of agency payments shall be accomplished through appropriate automated data processing means.

ARTICLE 5: FINANCING

5.1. General.

The parties mutually acknowledge and agree that the aggregate cost of undertaking Community Policing Innovations within the Community Redevelopment Area is not to exceed \$100,000 for Fiscal Year 2023. The Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof. All other costs will be paid from other funds available to the City and set aside and committed for the purpose of paying such costs.

5.2. Community Policing Innovations Account.

(1) The Agency covenants and agrees to establish an account separate and distinct from the Redevelopment Trust Fund to be known as the Community Policing Innovations Account in which the Available Increment Revenues shall be deposited and disbursements made as provided herein. This account is intended to be and shall constitute an escrow account for the purpose of funding the Project.

(2) The Agency's Available Increment Revenues deposited in the Community Policing Innovations Account shall constitute trust funds to secure the payments required to be made by the Agency and until such transfer and deposit, the Agency shall act as trustee of its moneys for the purposes thereof and such moneys shall be accounted for separate and distinct from all other funds of the Agency and shall be used only as provided herein.

(3) The Community Policing Innovations Account shall be deposited and maintained in one or more banks, trust companies, national banking associations, savings and loan associations, savings banks or other banking associations which are under Florida law qualified to be a depository of public funds, as may be determined by the entity maintaining possession and control of such funds and accounts.

5.3 Available Increment Revenues.

(1) During the Fiscal Year commencing upon the effective date of this agreement through Termination Date, the Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof.

(2) The Agency hereby encumbers, commits and pledges the Available Increment Revenues for the purposes of the transfers required by this Section 5.3.

(3) The Agency covenants and agrees with the City and does hereby grant a lien in favor of the City on the funds on deposit in the Community Policing Innovations Account for the purposes set forth in this Agreement. Funds on deposit in this Community Policing Innovations Account may only be used to pay the Costs of the Project. Any funds remaining after all costs of the Project have been paid shall be used only in the manner authorized by Section 163.387(7), Florida Statutes.

5.4. Enforcement of Increment Revenues Collections.

The Agency is currently receiving Increment Revenues, having taken all action required by law to entitle it to receive the same, and the Agency will diligently enforce its rights to receive the Increment Revenues and will not take any action which will impair or adversely affect its right to receive such funds or impair or adversely affect in any manner the Agency's covenant to budget and appropriate Available Increment Revenues for deposit to the Community Policing Innovations Account. The Agency and the City covenant and agree, so long as the Agency is required to make the Agency Payments, to take all lawful action necessary or required to continue the entitlement of the Agency to receive the Increment Revenues as now provided by law or may later be authorized, and to make the transfers required by this Agreement. The City does hereby covenant and agree that, so long as the Agency is required to make the Agency

Payments, to timely budget, appropriate and pay into the Redevelopment Trust Fund in each fiscal Year the amount required of it to be so paid by the Redevelopment Act. Notwithstanding any other provision herein to the contrary, the failure of the enforcement of collection of Increment Revenues by the Agency will not relieve the City of its obligations hereunder to pay the City Payment.

5.5. No General Obligation.

Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of the Agency or the City or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the City or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement, including the payment of any principal or, premium, if any, and interest on any indebtedness relating to the Project.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Agency.

The Agency represents and warrants to the City that each of the following statements is presently true and accurate and can be relied upon by the City:

(1) The Agency is the duly designated community redevelopment agency of the City, a validly existing body politic and corporate 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 party.

(2) This Agreement and each document contemplated hereby to which the Agency 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 Agency and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been or will be duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or (c) 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, the Agency's special acts, applicable 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.

(3) This Agreement and each document contemplated hereby to which the Agency is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the Agency enforceable against it 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.

(4) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency against the Agency, which question the existence of the Agency, the determination of slum and blight in the Community Redevelopment Area, the adoption or implementation of the Plan, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the successful redevelopment of the Community Redevelopment Area, the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

(5) This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable to the Agency.

6.2. Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate and can be relied upon by the Agency:

(1) The City is a municipal corporation created under the laws 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 party.

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

(3) This Agreement and each document contemplated hereby constitutes, or when entered in will constitute, a legal, valid and binding obligation 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.

(4) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency against it, which question its existence, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(5) This Agreement does not violate any laws, ordinance, rules, regulations, orders, contract, or agreements that are or will be applicable to the City.

ARTICLE 7: DEFAULT; TERMINATION

7 .1. Default by the Agency.

(1) Provided the City is not in default under this Agreement as set forth in Section 7.2 hereof, there shall be an “event of default” by the Agency under this Agreement upon the occurrence of any one or more of the following:

(a) The Agency fails to perform or comply with any material provision of this Agreement and such nonperformance shall have continued, after written notice thereof by the City to the Agency; or

(b) The Agency shall have failed or refused to make any of the Agency Payments when due and payable; or

(c) The Agency shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Agency of any material part of its properties; or

(d) Within sixty (60) days after the commencement of any proceeding by or against the Agency seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of the Agency or any trustee, receiver or liquidator of the Agency or of any material part of its properties, such appointment shall not have been vacated.

(2) If any “event of default” described in Subsection 7.1(1) hereof shall have occurred, the City may, after giving thirty (30) days written notice of such event of default to the Agency, and upon expiration of such thirty (30) day notice period, if such event of default has not been cured, terminate this Agreement or institute an action seeking such remedies as are available to the City, or both.

7 .2. Default by the City.

(1) Provided the Agency is not then in default under this Agreement, there shall be an “event of default” by the City to this Agreement under this Agreement upon the occurrence of any the following:

(a) The City does not perform as required hereunder and such nonperformance shall have continued, after written notice thereof by the Agency to the City; or

(b) The City shall have failed or refused to proceed with or cause the timely completion of the Project.

(2) If an "event of default" described in Subsection 7.2(1) hereof shall have occurred, the Agency, after giving thirty (30) days written notice of such event of default to the City and upon the expiration of such thirty (30) day period if such event of default has not been cured, may terminate this Agreement or institute an action seeking such remedies as are available to the Agency hereunder.

7.3. Obligations, Rights and Remedies Not Exclusive.

The rights and remedies specified herein to which either the Agency or the City are entitled are not exclusive and are not intended to be to the exclusion of any other remedies or means or redress to which any party hereto may otherwise lawfully be entitled.

7.4. Non-Action or Failure to Observe Provisions of this Agreement.

The failure of any party hereto to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any available right or remedy, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

7.5. Effect of Termination.

(1) Upon the occurrence of an event described in Section 7.1 or 7.2 hereof and receipt by any party of an election to terminate this Agreement pursuant to Sections 7.1 or 7.2 hereof, then this Agreement shall terminate and all obligations of any parties hereto shall then cease and be released and no longer be of any force and effect.

(2) In the event of a termination of this Agreement pursuant to this Section 7.5, no party hereto shall be obligated or liable to any other in any way, financial or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by any party hereto, hereunder or contemplated hereby.

ARTICLE 8: MISCELLANEOUS

8.1. Amendments.

This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

8.2. This Agreement Constitutes a Contract.

All parties hereto acknowledge that they will rely on the pledges, covenants and obligations created herein for the benefit of the parties hereto, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of it becoming effective as provided in Section 8.12.

8.3. Assignment.

No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

8.4. Severability.

The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

8.5. Controlling Law; Venue.

Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

8.6. Members Not Liable.

(1) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in its, his or their individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

8.7. Expiration of Agreement.

(1) Unless sooner terminated as provided in Article 7, this Agreement shall expire and terminate on the Termination Date.

(2) The parties hereto covenant and agree that upon this Agreement expiring and terminating all rights, privileges, obligations and responsibilities of any party hereunder shall expire and be of no force and effect, except to the extent any provision hereof expressly survives expiration as provided herein and survives termination as provided in Section 7.5.

(3) Any funds remaining in the Community Policing Innovations Account upon the expiration of this Agreement, which are not encumbered or obligated for any payment shall be used only in the manner authorized by Section 163.387, Florida Statutes.

8.8. Third Party Beneficiaries.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof.

8.9. Notices.

(1) Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

To the Agency: Community Redevelopment Agency of
The City of Pensacola, Florida
Post Office Box 12910
Pensacola, Florida 32521-0001
Attention: Manager

To the City: City of Pensacola
Post Office Box 12910
Pensacola, Florida 32521-0001
Attention: City Administrator

(2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above or as changed pursuant to this Section 8.9.

8.10. Execution of Agreement.

This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in Section 8.11 hereof, his or her signature shall nevertheless be valid and sufficient for

all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

8.11. Filing with County Clerk of the Court.

The City Clerk is hereby authorized and directed after approval of this Agreement by the Agency and the City Council and the execution hereof by the duly qualified and authorized officers of each of the parties hereto as provided in Section 8.10 hereof, to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County Florida, as provided by Section 163.01(11), Florida Statutes.

8.12. Effective Date.

This Agreement shall become effective immediately upon filing with the Clerk of the Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes.

8.13. City and Agency Not Liable.

Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

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

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, FLORIDA

Victoria D'Angelo, Assistant CRA Manager

Teniade Broughton, CRA Chairperson

Attest:

Ericka L. Burnett, City Clerk

Approved as to Content:

CITY OF PENSACOLA, FLORIDA

Ericka L. Burnett, City Clerk

Grover C. Robinson, IV, Mayor

Approved as to Form and Execution:

Attest:

City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00893

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Teniadé Broughton

SUBJECT:

INTERLOCAL AGREEMENT FOR COMMUNITY REDEVELOPMENT AREA (CRA) MAINTENANCE AND MANAGEMENT SERVICES

RECOMMENDATION:

That the City Council terminate the Interlocal Agreement for Urban Core CRA Landscape, Park, Public Space Enhancement and Accessibility Improvement Maintenance Services and the Interlocal Agreement for Eastside CRA Landscape, Park, Property Management, Leasing, Public Space Enhancement, Accessibility Improvements and Facilities Maintenance Services. Further that the City Council approve an Interlocal Agreement for CRA Maintenance and Management Services with the City of Pensacola.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Over the years, the CRA has made, and is anticipated to make in the future, improvements to various public facilities and provisions for the purchase of property. Such improvements and purchase results in increased maintenance and management above the level of maintenance and management required of the City. As the CRA does not have its own maintenance and management staff, the CRA contracts with the City to provide these services.

Formally, the CRA entered into separate interlocal agreements for the Urban Core and Eastside community redevelopment areas, independently. To ensure consistency in services between redevelopment areas and provide services for new projects, the CRA is asked to terminate the Urban Core and Eastside Interlocal Agreements and approve a single Interlocal Agreement which applies to all of the redevelopment areas.

Budgets associated with these services will be appropriated annually by the CRA in its budget.

PRIOR ACTION:

September 12, 2016 - The CRA approved the Fiscal Year 2017 Landscape Maintenance Interlocal Agreement between the City and the Community Redevelopment Agency.

September 15, 2016 - The City Council approved the Fiscal Year 2017 Landscape Maintenance Interlocal Agreement between the City and the Community Redevelopment Agency.

September 11, 2017 - The CRA approved an Interlocal Agreement for Landscape, Park, Public Space Enhancement and Accessibility Improvement Maintenance Services within the Urban Core Community Redevelopment Area through the later of December 31, 2043 or termination of the Urban Core Trust Fund as provided in Chapter 163 of the Florida Statutes.

September 14, 2017 - The City Council approved an Interlocal Agreement for Landscape, Park, Public Space Enhancement and Accessibility Improvement Maintenance Services within the Urban Core Community Redevelopment Area through the later of December 31, 2043 or termination of the Urban Core Trust Fund as provided in Chapter 163 of the Florida Statutes.

November 6, 2017 - The CRA approved an Interlocal Agreement for Landscape, Park, Property Management, Leasing, Public Space Enhancement, Accessibility Improvements and Facilities Maintenance Services within the Eastside Community Redevelopment Area through the later of December 31, 2045 or termination of the Eastside Trust Fund as provided in Chapter 163 of the Florida Statutes.

November 9, 2017 - The City Council approved an Interlocal Agreement for Landscape, Park, Property Management, Leasing, Public Space Enhancement, Accessibility Improvements and Facilities Maintenance Services within the Eastside Community Redevelopment Area through the later of December 31, 2045 or termination of the Eastside Trust Fund as provided in Chapter 163 of the Florida Statutes.

August 15, 2022 - the CRA Board approved the termination of these Interlocal Agreements along with the Interlocal Agreement between the City and the CRA for Maintenance and Management Services.

FUNDING:

Budget:	\$ 912,889	Urban Core Trust Fund
	\$ 121,122	Eastside Trust Fund
	<u>\$ 15,658</u>	Westside Trust Fund
	\$2,083,680	
Actual:	\$2,083,680	

FINANCIAL IMPACT:

Funding for maintenance and management services is available in the FY2022 Urban Core, Eastside and Westside funds. Funding is allocated annually.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) CRA Maintenance and Management Interlocal Agreement

PRESENTATION: No

INTERLOCAL AGREEMENT
CRA Maintenance and Management Services

between

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA,
FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** (“Agreement”), is made and entered into as of this _____ day of _____ 202_, between **THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (“Agency”), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (“City”).

WITNESSETH:

WHEREAS, the City Council of the City of Pensacola (“City Council”), adopted Resolution No. 54-80 on September 25, 1980, describing the Urban Core Community Redevelopment Area (“Urban Core Community Redevelopment Area” or “Urban Core Area”) and finding such to be a “blighted area” as defined in Section 163.340, Florida Statutes, and in need of redevelopment, rehabilitation and improvement, which finding and determination was reaffirmed in Resolution No. 65-81, adopted by the City Council on October 22, 1981; and

WHEREAS, on September 25, 1980, the City Council adopted Resolution No. 55-80, which created the Community Redevelopment Agency of the City of Pensacola and declared the City Council to be the Agency as provided in Section 163.356, Florida Statutes; and

WHEREAS, on March 8, 1984, the City Council adopted Ordinance No. 13-84, which created and established the Redevelopment Trust Fund for the Urban Core Community Redevelopment Area (“Urban Core Trust Fund”); and

WHEREAS, on March 27, 1984, the City Council adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on April 6, 1989, the City Council adopted Resolution No. 19-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

WHEREAS, on October 26, 2000, the City Council adopted Ordinance No. 46-00, which delineated of the boundaries of the Urban Infill and Redevelopment Area (“UIRA”) by amending the comprehensive plan future land use map, and

WHEREAS, on October 26, 2000, the City Council adopted Ordinance No. 47-00, which adopted the Urban Infill and Redevelopment Plan (“UIRA Plan”), and

WHEREAS, on October 13, 2005, the City Council adopted Resolution No. 41-05 describing the Eastside Neighborhood Area (“Eastside Area” or “Eastside Urban Infill and Redevelopment Area”) of the UIRA and finding such to be “blighted area” as defined in Section 163.340, Florida Statutes and to be in need of redevelopment, rehabilitation and improvement; and

WHEREAS, on October 27, 2005, pursuant to Section 163.2520, Florida Statutes, the City Council adopted Ordinance No. 16-05, which created and established the Redevelopment Trust Fund for the Urban Infill and Redevelopment Eastside Area (“Eastside Trust Fund”); and

WHEREAS, on September 14, 2006, the City Council adopted Resolution No. 24-06 which amended Resolution 19-89 by adding additional priority elements, including certain park and public space enhancements and accessibility improvements to the revised Community Redevelopment Plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on January 25, 2007, the City Council adopted Resolution No. 04-07 describing the Westside Neighborhoods Community Redevelopment Area (“Westside Area” or “Westside Community Redevelopment Area”) and finding such to be a “blighted area” as defined in Section 163.340, Florida Statutes and to be in need of redevelopment, rehabilitation and improvement; and

WHEREAS, on May 24, 2007, the City Council adopted Resolution No. 13-07, which adopted the Westside Community Redevelopment Plan (“Westside Plan”), and

WHEREAS, on January 17, 2008, the City Council adopted Ordinance No. 01-08, which created and established the Redevelopment Trust Fund for the Westside Community Redevelopment Area (“Westside Trust Fund”); and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02-10, which repealed the Community Redevelopment Plan dating from 1989 as amended and adopted the Urban Core Community Redevelopment Plan dated 2010 (“Urban Core Community Redevelopment Plan” or “Urban Core Plan”); and

WHEREAS, on August 19, 2010, the City Council adopted Resolution 22-10, which became effective on January 10, 2011, amending Resolution No. 55-80 and providing for the continuation of the Agency in conformity with the provisions of the 2010 Charter; and

WHEREAS, on August 28, 2014, the City Council adopted Ordinance No. 32-14, which amended and readopted the Eastside Plan element of the UIRA Plan adding priority elements; and

WHEREAS, on August 28, 2014, the City Council adopted Ordinance No. 31-14, which amended the Westside Plan by repealing and reestablishing the base year for appropriations to the Westside Trust Fund; and

WHEREAS, the Agency is responsible for the implementation of the Urban Core Plan, the Eastside Plan and the Westside Plan for the redevelopment, rehabilitation and improvement of the Urban Core Area, the Eastside Area and the Westside Area (the “CRA Areas”), respectively; and

WHEREAS, the City and the Agency are interested in removing blight, revitalizing and maintaining the Urban Core Area, the Eastside Area and the Westside Area (collectively referred to as the “CRA Areas”) as a visibly attractive, economically viable, and socially desirable areas of the City; and

WHEREAS, in accordance with the intent and purpose of Section 163.01, Florida Statutes, the parties have elected to pursue jointly and collectively the administration and implementation of Agency’s projects and activities; and

WHEREAS, pursuant to the Urban Core Plan, the Westside Plan and the Eastside Plan (collectively referred to as the “Plans”), the Agency has made, or will make in the future, certain improvements to various public facilities within the CRA Areas; and

WHEREAS, the City possesses expertise in various matters, including property maintenance and management, which can be efficiently utilized by the Agency in the planning and implementation of the Plans; and

WHEREAS, the City desires to make available to the Agency, in accordance with the terms and conditions set forth in this Agreement, any necessary materials, supplies, equipment, staffing or services necessary to maintain and manage the Project Areas in order to avoid duplication of efforts for blight removal and prevention and thereby maximize the resources available to the City and Agency for advancing the redevelopment, rehabilitation and improvement of the CRA Areas; and

WHEREAS, the City Council and the governing body of the Agency have determined that the provision of such maintenance and management support will result in efficient public administration, certainty for both parties with respect to short and long term planning, cost-effective advancement of the redevelopment objectives described in the Plans, and that compensation and payment to the City in exchange for the maintenance and management support provided to the Agency is an appropriate expenditure to accomplish such objectives.

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the City and the Agency agree as follows:

ARTICLE 1: RECITALS AND AUTHORITY

1.1. Recitals. The City and Agency agree that the foregoing recitals are correct, complete and not misleading and are hereby incorporated as if fully set forth herein.

1.2. Authority. This Agreement is entered into pursuant to and under the authority of the City Charter; Section 163.01, Florida Statutes; the Community Redevelopment Act of 1969, codified in Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, and other applicable provisions of law (collectively, the “Act”); City Council Resolution No. 54-80; City Council Resolution No. 55-80; City Council Resolution No. 65-81; City Council Ordinance No. 13-84; City Council Resolution 15-84; City Council Resolution No. 19-89; City Council Ordinance No. 46-00; City Council Ordinance No. 47-00; City Council Resolution No. 41-05; City Council Ordinance No. 16-05; City Council Resolution No. 24-06; City Council Resolution No. 04-07; City Council Resolution 13-07; City Council Ordinance No. 01-08; City Council Resolution No. 02-10; City Council Resolution No. 22-10; City Council Ordinance No. 31-14; and City Council Ordinance No. 32-14; as amended and supplemented.

1.3. Purpose. The purpose of this Agreement is to (i) express the desire of the parties to cooperate together to efficiently and effectively accomplish the community redevelopment objectives set forth in the Plans, (ii) provide for the continuing coordination and cooperation between the Agency and the City particularly regarding administration and implementation of the Plans and projects contemplated therein, (iii) define and delineate the responsibilities and obligations of the parties, and (iv) provide the terms and conditions by which the Agency will compensate the City for its provision of maintenance and management support in achieving the blight removal, blight prevention and redevelopment objectives of the Plans.

ARTICLE 2: SERVICES

2.1. Description. In consideration of the payment provisions established in Article 3 herein, the City agrees to provide services on behalf of the Agency related to the maintenance and management functions as described hereinafter, in the discretion of the City, for the maintenance and management of projects implemented by the Agency in accordance with the Plans. The City expects to continue to perform the following functions and duties in accordance with established procedures or in the absence of same, as performed by the City in the conduct of the City’s business operations.

2.2. Maintenance and Management Services. The Agency will be permitted to utilize the services of the City for the purpose of maintaining and/or managing areas or properties owned, constructed, improved, and/or developed by the Agency within the Project Areas defined

in Section 2.3 (“Project Areas”). Maintenance and/or management of the Project Areas may be modified from time to time, in accordance with Article 2.4 below.

2.3 Project Areas. Areas or properties owned, constructed, improved, and/or developed by the Agency within the CRA Areas by the CRA that may require maintenance and/or management services as of the date of this Agreement, or in the future, include:

- “A” Streetscape Revitalization –Main to Cervantes
- Belmont-DeVilliers Streetscape –Belmont from Coyle to Reus and DeVilliers from La Rua to Wright
- Belmont-DeVilliers/Coyle Street Parking Facility – SE Intersection of Belmont and Coyle – (Coyle & Belmont (Paved); 500 Blk W Belmont (Paved) (Acct# 131756000); 500 Blk W Belmont Street (Unpaved) (Acct# 131757000))
- Henry Wyer Park – NE Intersection of Belmont and Reus
- Spring Street Streetscape – Gadsden to Belmont
- Garden Street Landscape Median – Alcaniz to A
- North Palafox Street Streetscape – Wright to Garden
- MLK Plaza - North Palafox Median from Wright to Garden
- North Palafox Parking Facility – Corner of North Palafox and Gregory
- Palafox Place Streetscape, including flower bed irrigation – Garden to Government
- South Palafox Street Streetscape – Government to Main
- Palafox Pier Promenade and Fountain – 800 Blk. S. Palafox St – From fork at Palafox Street to Plaza de Luna Park entrance
- Plaza de Luna Park, including Concession and Restroom Facilities – Southernmost terminus of South Palafox Street, along waterfront
- Plaza de Luna Docks – Berth improvements at Plaza de Luna Park
- Jefferson Street Streetscape – Garden to Plaza de Luna
- Jefferson Streetscape Revitalization – Romana to Intendencia
- “East Garden District” Streetscape Improvements / Jefferson Street Road Diet Extension – Garden to Chase
- Zarragossa Street Streetscape – Baylen to Tarragona
- Seville Square Park – Block bound by Government, Zarragossa, Adams, and Alcaniz
- Alcaniz/Romana Streetscape – Alcaniz from Intendencia to Garden; Romana from Alcaniz to S Florida Blanca
- Chase/Gregory Streetscape – Chase from Florida Blanca to Bayfront and Gregory from I-110 to 14th
- Bayfront Parkway Streetscape – Tarragona to 17th
- Wayside Park East Improvements – Along waterfront – Bayfront and 17th from Bayfront to Wright
- 101 West Main Street (between Baylen and Spring)
- Baylen Slip Promenade – Southernmost terminus of Baylen St
- Plaza Ferdinand VII Park – 300 S Palafox St
- Bartram Park – 211 Bayfront Pkwy
- DeVilliers Streetscape Revitalization – Main to Cervantes (excluding Wright to LaRua)

- Reus Streetscape Revitalization – Main to Cervantes
- Community Maritime Park Day Marina – 300 Blk W Main St (CMP)
- Bruce Beach Park Improvements – 601 W Main Street (Park at southernmost terminus of Clubbs Street)
- “Hashtag” Streetscape Improvements – Main Street from Alcaniz to Baylen, Cedar Street from Alcaniz to Community Maritime Park
- General Daniel “Chappie” James, Jr. Memorial Park – 1606 & 1608 Dr. MLK Jr. Drive
- Redevelopment Site - 1700 Dr. MLK, Jr. Boulevard
- Redevelopment Site - 2300 W Jackson Street
- Redevelopment Site - 901 W Blount Street
- Redevelopment Site – 900 Blk W Blount Street

2.4 Additions/Removals. The CRA Manager, or his or her designee, shall provide written notice to the City Administrator and the applicable City Department Director or Administrator regarding the addition of any new Project Areas for which maintenance and/or management is necessary. Notice shall be provided upon award of bid for construction, improvement or development of the Project Area, the date in which closing for acquisition of property is scheduled or as soon as otherwise practicable. The required funding for the maintenance and/or management services shall be appropriated in the Agency budget unless otherwise funded by the City, in the City’s sole discretion.

To remove a Project Area, the CRA Manager or his or her designee shall provide written notice to the City Administrator and the applicable City Department Director or Administrator stating the Agency’s intent to remove the Project Area within sixty (60) calendar days of expected removal or as soon as practicable.

A list of all active and removed Project Areas shall be maintained in the Office of the Agency.

2.5 Other Agreements Prevail. The terms of leases, development agreements, interlocal agreements or similar contracts applicable to the Project Areas shall prevail against the terms of this Agreement.

2.6 Maintenance Specifications and Procedures. Specifications and procedures for maintenance shall be established, and may be modified from time to time, by the City in coordination with the CRA. In the event that the Agency desires to modify a maintenance specification or procedure, the CRA Manager or his or her designee shall consult with the applicable City Department Director or Administrator regarding the desired change. Additional funding necessary to implement changes agreed upon by the Agency and City shall be appropriated in the Agency budget unless otherwise funded by the City, in the City’s sole discretion.

2.7 Management Procedures. Management of park areas, including grounds and facilities, the public right-of-way and docking shall be performed by the City in coordination with the CRA. Management shall include regular monitoring, coordination, maintenance and up-

keep, as well as, management of applications for use of Project Area facilities or amenities and related contractual agreements. Any necessary amendments or changes to contractual agreements pertaining to the Project Areas shall be promptly reported to and coordinated with the CRA Manager or his or her designee. Any amendments or changes for which the Agency is a party must be approved by the Agency or the CRA Manager, as applicable. Management of all other contractual agreements pertaining to other properties, such as individual lots and redevelopment parcels shall be performed by the CRA.

2.8 Personnel and Staffing. The City shall assign personnel to provide the maintenance and management services described herein, as needed. Any additional staff who will be assigned to solely carry out the required maintenance and management services described herein, shall be employed and compensated, within the discretion of the City. Employment and compensation shall be pursuant to the Agency's budget for the fiscal year in which compensation is to commence. Hiring and termination shall be conducted by the applicable City department, with concurrence of the CRA Manager or his or designee. All such staff members shall work under the supervision and direction of the applicable City Department Director or Administrator, who shall coordinate with the CRA Manager, or his or her designee, as necessary. They shall be governed by all policies and procedures applicable to City employees and shall receive all benefits normally provided to comparable City employees, including compensation within the parameters of the City's pay plan, federal and state required withholdings and contributions, health insurance, life insurance, dental insurance and leave accrual.

2.9 Financial Management. Administrative functions necessary to manage accounts payable and receivables for maintenance services related to landscaping, grounds maintenance and utilities and docking management shall be performed by the City. All other financial management shall be performed by the Agency.

ARTICLE 3: FUNDING APPROPRIATIONS

3.1 Funding Appropriation. In consideration of the services to be provided in Article 2 by the City, the Agency shall annually appropriate funding for such services in accordance with Section 163.387(6), Florida Statutes. Annual appropriations shall be based on the actual anticipated cost of the maintenance and management services to be provided during the subject fiscal year.

Payments provided under this Agreement shall be based on the cost of the actual services provided but not more than an amount appropriated in the Agency's budget for such services during the current fiscal year in which payment is to be made. In the event of urgent or emergency situations, where costs of the services exceed the amount appropriated in the Agency's budget during the current fiscal year, such payment may be advanced by the City. In such instance, the Agency may be required to reimburse the City for such payment in lump sum fashion or in such other fashion as the Chief Financial Officer of the City may determine in his or her sole discretion. The Agency's obligation to pay and/or reimburse the City hereunder shall be cumulative and shall continue until the City has been repaid in full for all amounts due and

owing hereunder. The Agency's payment obligations under this Agreement shall constitute an obligation to pay an indebtedness in accordance with the Act.

3.2 Subject to Superior Obligations. The parties agree that the Agency's obligation to compensate the City pursuant to this Article shall be junior and inferior to any other debt obligations of the Agency with respect to payment priority. The Agency shall provide for the debt obligation arising hereunder in its annual budget.

ARTICLE 4: TERM, EVENTS OF DEFAULT

4.1. Term. This Agreement shall become effective upon filing in the public records of Escambia County, Florida and continue until the later of (i) December 31, 2047, or (ii) termination of the Urban Core Trust Fund, the Westside Trust Fund or the Eastside Trust Fund as provided in Chapter 163 of the Florida Statutes.

4.2. Events of Default. An "event of default" under this Agreement shall mean a material failure to comply with any of the provisions of this Agreement. Upon an event of default and written notice thereof by the non-breaching party, the breaching party shall proceed diligently and in good faith to take all reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured. If the event of default shall continue uncured for ninety (90) days, the non-breaching party may terminate this agreement and proceed at law or in equity to enforce their rights under this Agreement. No delay or omission of the non-breaching party to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein.

Upon termination of this agreement, the City shall transfer to the Agency copies of any documents, data, and information requested by the Agency relating to the services accomplished herein.

ARTICLE 5: MISCELLANEOUS

5.1. Amendments. This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

5.2. Assignment. No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

5.3. Severability. The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement

shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

5.4. Controlling Law; Venue. Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

5.5. Members Not Liable.

(1) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in his or her individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

5.6. Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof.

5.7. Notices.

(1) Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, by personal hand delivery, or by electronic transmittal with receipt requested:

To the Agency
Community Redevelopment Agency of
The City of Pensacola, Florida
P.O. Box 12910
Pensacola, FL 32521
Attention: CRA Manager

To the City
City of Pensacola
P.O. Box 12910
Pensacola, FL 32521
Attention: Mayor

(2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above or as changed pursuant to this Article.

5.8. Execution of Agreement. This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in this Article, his or her signature shall nevertheless be valid and sufficient for all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

5.9. Filing with County Clerk of the Court. The City is hereby authorized and directed after approval of this Agreement by the Agency and the City and the execution hereof to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County, Florida, as provided by Section 163.01(11), Florida Statutes.

5.10. City and Agency Not Liable. Nothing contained in this Agreement shall be construed or deemed, nor is intended, to impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

Remainder of this page intentionally left blank

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

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, FLORIDA

CITY OF PENSACOLA, FLORIDA

CRA Chairperson, Teniade Broughton

Mayor, Grover C. Robinson, IV

Attest:

Attest:

Ericka L. Burnett, City Clerk

Ericka L. Burnett, City Clerk

Approved as to Content:

Approved as to Content:

Victoria D'Angelo, Assistant CRA Manager

Amy Lovoy, Chief Financial Officer

Legal in Form and Execution:

Charlie Pepler, City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00894

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

PUBLIC HEARING -- PROPOSED AMENDMENT TO SECTION 12-6-4(4) OF THE CITY CODE-
LANDSCAPE AND TREE PROTECTION PLAN OF THE LAND DEVELOPMENT CODE.

RECOMMENDATION:

That City Council conduct a public hearing regarding the proposed amendment to Section 12-6-4(4) of the City Code - Landscape and Tree Protection Plan of the Land Development Code.

HEARING REQUIRED: Public

SUMMARY:

Recently a situation occurred wherein landscape plans for a project were approved prior to a permit being issued. Signs were posted, as required by the code, however there was some confusion about the process of approving landscape plans prior to the two-week required posting of signs requesting tree removal. The project was the Caliber Carwash on Creighton Road.

This item was referred to the Planning Board for review and recommendation.

The language proposed stated:

“Prior to the final approval of any landscape or tree protection plan where a protected species and/or heritage tree removal is requested and prior to the requisite building, site work or tree removal permit being issued....”

At their June 14, 2022, meeting of the Planning Board, this issue was discussed with the following recommendations being made by the Board:

1. Including the language: At such time a tree or landscape plan has been deemed compliant by the designated city arborist, staff shall notify the City Council member for that district.
2. Every sign shall be black lettering on a white background
3. The sign shall be posted thirty (30) days prior to permit issuance

These recommendations are included within the proposed ordinance amendment.

PRIOR ACTION:

May 12, 2022 - City Council referred this item to the Planning Board

June 14, 2022 - Planning Board met, reviewed and made recommendations regarding this item

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ord. No. 42-22 - Amendment to Section 12-6-4(4) of the LDC
- 2) Planning Board Meeting Minutes 6.14.22

PRESENTATION: No

PROPOSED
ORDINANCE NO. 42-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-6-4, LANDSCAPE AND TREE PROTECTION PLAN, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR A THIRTY-DAY POSTING REQUIREMENT PRIOR TO ISSUANCE OF PERMIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-6-4 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-6-4. Landscape and tree protection plan.

A landscape and tree protection plan shall be required as a condition of obtaining any building permit or site work permit for multi-family residential, commercial and industrial development as specified in section 12-6-3. The plan shall be submitted to the inspection services department and reviewed by the city's designated arborist. A fee shall be charged for services rendered in the review of the required plan (see chapter 7-10 of this Code).

No building permit or site work permit shall be issued until a landscape and tree protection plan has been submitted and approved. Clearing and grubbing is only permitted after a site has received development plan approval and appropriate permits have been issued. The city's designated arborist may authorize minimal clearing to facilitate surveying and similar site preparation work prior to the issuance of permits. No certificate of occupancy shall be issued until the city's designated arborist has determined after final inspection that required site improvements have been installed according to the approved landscape and tree protection plan. In lieu of the immediate installation of the landscaping material and trees, the city may require a performance bond or other security in an amount equal to the cost of the required improvements in lieu of withholding a certificate of occupancy, and may further require that improvements be satisfactorily installed within a specified length of time.

- (1) *Contents of landscape and tree protection plan.* The landscape and tree protection plan shall be drawn to scale by a landscape architect, architect or civil engineer licensed by the State of Florida, and shall include the following information unless alternative procedures are approved per section 12-6-8 or 12-6-9:

- a. Location, size and species of all trees and shrubs to be planted.
 - b. Location of proposed structures, driveways, parking areas, required perimeter and interior landscaped areas, and other improvements to be constructed or installed.
 - c. Location of irrigation system to be provided. All planted areas shall have an underground irrigation system designed to provide one hundred-percent coverage.
 - d. Landscape and tree protection techniques proposed to prevent damage to vegetation, during construction and after construction has been completed.
 - e. Location of all protected trees noting species and DBH.
 - f. Identification of protected trees to be preserved, protected trees to be removed, including dead trees, and trees to be replanted on site.
 - g. Proposed grade changes which might adversely affect or endanger protected trees with specifications on how to maintain trees.
 - h. Certification that the landscape architect, architect or civil engineer submitting the landscape and tree protection plan has read and is familiar with chapter 12-6 of the Code of the City of Pensacola, Florida, pertaining to tree and landscape regulation.
- (2) *Installation period.* All landscape materials and trees depicted on the approved landscape plan shall be installed prior to the issuance of the certificate of occupancy.
- (3) *Quality.* All plant materials used shall conform to the standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants", current edition, State of Florida, Department of Agriculture and Consumer Services, Division of Plant Industry, Tallahassee, Florida, a copy of which shall be maintained for public inspection in the department of leisure services.
- (4) *Notice.* If removal is sought for one or more heritage trees or for more than ten protected trees (including heritage trees sought to be removed) and/or if removal of more than 50 of existing protected trees is sought within any property in any zoning district identified in section 12-6-2, a sign shall be posted no further back than four feet from the property line nearest each respective roadway adjacent to the property. One sign shall be posted for every 100 feet of roadway frontage. Each sign shall be of black lettering on a white background and contain two horizontal lines of legible and easily discernible type. The top line shall state: "Tree Removal Permit Applied For." The bottom line shall state: "For Further Information Contact the City of Pensacola at 311" (or other number as designated by the Mayor). The top line shall be in legible type no smaller than six inches in height. The bottom line shall be in legible type no smaller than three inches in height. There shall be a margin of at least three inches between all lettering and the edge of the sign. Prior to the final approval of any landscape or tree protection plan where a protected species and/or heritage tree removal is requested and prior to the requisite building, site work, or tree removal permit is being issued, the requisite signs shall be posted by the applicant at their expense, and shall remain continuously posted for ~~two weeks~~ thirty (30) days. At such time a tree

or landscape plan has been deemed compliant by the designated city arborist, the city's designated arborist will notify the councilperson representing the district in which the permit has been requested, which will initiate the thirty (30) day sign requirement. upon receipt of the request.

Exception: This provision does not include any tree located on a currently occupied, residential property so long as the city's designated arborist has determined the tree meets the qualifications as a diseased or weakened tree as specified in section 12-6-6(2)b.5., or, in the alternative, documentation of danger to person or property has been submitted to the city's designated arborist in advance of removal. For purposes of this provision, "documentation" means a completed two-page Tree Risk Assessment Form, which should be completed according to the standards found within Best Management Practices: Tree Risk Assessment, Second Edition, by E. Thomas Smiley, Nelda Matheny, and Sharon Lilly, and distributed by the International Society of Arboriculture Society; further, consistent with ISA standards and tree risk assessment, a tree or tree part is a "danger" when two conditions exist: 1) the failure of the tree part or of the tree is imminent or impact is likely, and 2) the consequences of that failure are high or extreme.

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



MINUTES OF THE PLANNING BOARD

June 14, 2022

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose, Board Member Powell, Board Member Villegas

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Deputy City Administrator Forte, Building Official Bilby, Parks and Recreation Director Stills, Administrative Assistant Carlton, Executive Assistant Chwastyk, City Arborist Stultz

STAFF VIRTUAL: Senior Planner Statler, Development Services Director Morris

OTHERS PRESENT: Margaret Hostetter, Sherri Myers, Carlton Charles, Barbara Charles, Neil Tucker

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from April 12, 2022
- **New Business:**
 - Proposed Amendment to the Tree Ordinance
 - Request for Vacation of Right-of-Way – 400 Block E. Yonge Street
 - Request for Preliminary Plat Approval – Stillman Subdivision
 - Open Forum
 - Discussion
 - Adjournment

Call to Order / Quorum Present

Chairperson Paul Ritz called the meeting to order at 2:01 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Larson made a motion to approve the April 12, 2022 minutes, seconded by Board Member Powell, and it carried 6:0.

New Business –

Proposed Amendment to Section 12-6-4(4) – Landscape and Tree Protection (Notice) Of The Code Of The City of Pensacola

Assistant Planning & Zoning Manager Cannon introduced the item. Chairperson Paul Ritz read the sentence being added to the language. Board Members Grundhoefer and Powell discussed the purpose of the change. Board Member Villegas stated Council Member Myers felt additional language was necessary. Board Member Villegas questioned why there are only two weeks for the posting of the sign. Chairperson Paul Ritz stated that was a separate discussion. Chairperson Paul Ritz introduced Margaret Hostetter to speak. Margaret Hostetter stated that there is confusion regarding notices and sign placement and feels the timing of the notice is ineffective and not enough time is given for a reaction or interaction. Margaret Hostetter concluded by asking Building Official Bilby to explain how this language will change the procedure that has been in effect for notice made to Council Members and to the public through signs. Chairperson Paul Ritz introduced Councilwoman Sherri Myers. Councilwoman Myers stated she is looking to the Planning Board to accomplish the intent of the language that was sent to the Planning Board. Councilwoman Myers gave the example of Sake Café. Councilwoman Myers felt they were a good example of being given ample notice and willingness to preserve trees. Chairperson Paul Ritz wanted clarification from Councilwoman Myers if she wanted the language to change regarding the notice to Council Members as well as the public. Councilwoman Myers stated she would like more opportunity given to the public to have input. Chairperson Paul Ritz stated that prior to approval, in his interpretation, that no approval can be made until that notification period has been completed. Chairperson Paul Ritz asked Assistant City Attorney Lindsay if the Planning Board Members could add or edit the language. Assistant City Attorney Lindsay stated the Board Members can make modifications in their determination. Chairperson Paul Ritz suggested the Board come up with a milestone for notification. Chairperson Paul Ritz suggested a milestone for notification, and a milestone for the sign placement. Board Member Villegas suggested a longer time for sign placement. Chairperson Paul Ritz asked Building Official Bilby if he knew of a legislative time for the sign to be placed. Building Official Bilby stated that the placement of the sign is for two weeks prior to the permit issuance. Chairperson Paul Ritz, Board Member Powell, and Board Member Villegas discussed the time frame for placement of the sign as well as the color of the sign. Chairperson Paul Ritz stated that the direction of the Board is to edit the language beyond what was given them. Board Member Van Hoose suggested there be a 30-day time frame for the sign. Board Member Van Hoose also stated that the word approval needs to be clarified for the council person. Chairperson Paul Ritz asked the Board if they wanted to add a milestone for the notification to the City Council Members. Board Member Villegas proposed the notification be sent immediately upon receiving the plans and further discussion was had. Chairperson Paul Ritz clarified the wording with Assistant Planning & Zoning Manager Cannon. Assistant Planning & Zoning Manager Cannon read the proposed amendments into the record: 1) At such time a tree or landscape plan has been deemed compliant by the designated city arborist, staff shall notify the City Council member for that district. 2) Every sign shall be black lettering on a white background. 3) the sign shall be posted thirty (30) days prior to permit issuance. Board Member Grundhoefer asked Building Official Bilby for clarification of the review process and time frame of plan reviews. Board Member Grundhoefer suggested that the plan review be completed before the notification is given. Board Member Villegas asked if notification should be given upon examination as Board Member

Grundhoefer suggested. Consensus was reached and Assistant Planning & Zoning Manager Cannon confirmed the wording to be that at such time a tree and landscape plan has been deemed compliant by the City's designated Arborist, the staff shall notify the City's councilperson. The Board Members agreed to a 30-day time period for the placement of the sign instead of two weeks and that the sign have black lettering with a white background. **Board member Villegas made a motion to approve, seconded by Board Member Powell, and it carried 6:0.**

Request for Vacation of Right-Of-Way - 400 Block E. Yonge Street

Deputy City Administrator Forte discussed an upcoming project at Magee Field. Deputy City Administrator provided clarification as to why a Vacation of Right-Of-Way would benefit Parks & Recreation and the City. To appropriate funding, it would need to be under one parcel. Deputy City Administrator Forte clarified that vacating the Yonge Street Right-Of-Way would allow the city owned parcel to the South of Yonge Street to be incorporated into Magee Field. Board Member Grundhoefer asked if Yonge Street was already vacated, Deputy City Administrator Forte stated it was not. Deputy City Administrator Forte stated the city would maintain a utility easement after the Vacation of Right-Of-Way. Carlton Charles would like the parking problem at Magee Field to be addressed, Deputy City Administrator Forte is aware of the problem and the city is working to address it. **Vice Chairperson Larson made a motion to approve the request, seconded by Board member Grundhoefer, and it carried 6:0.**

Request for Preliminary Plat Approval – Stillman Subdivision

Chairperson Paul Ritz asked city staff if all the lots in the purposed subdivision met all the requirements of R-1A, Assistant Planning & Zoning Manager Cannon answered yes. Assistant Planning & Zoning Manager Cannon reminded the board members that this is a preliminary plat approval. Neil Tucker spoke on behalf of Geci & Associates. Chairperson Paul Ritz noted the fire department had no issue with the short dead end road configuration. Neil Tucker stated the comments from the fire department came because of early submission to the Engineering Department. Board Member Grundhoefer asked if they were putting in a cul-de-sac, Neil Tucker stated it's not required because of the length. Board Member Villegas asked for the requirements for runoff when a development is adjacent to a water way and if the subdivision would be clear cut. Neil Tucker stated they would be clearing the Right-Of-Way and stormwater pond. Board Member Grundhoefer asked if easements were for drainage, Neil Tucker answered yes. Board Member Grundhoefer asked if the developer was leaning towards townhomes or single-family dwellings, Neil Tucker answered townhomes. **Board Member Powell made a motion to approve the request, seconded by Board member Grundhoefer, and it carried 6:0.**

Open Forum – none

Discussion – Board Member Grundhoefer asked about the previous project on Palafox,

Assistant Planning & Zoning Manager Cannon stated the project was put on hold. Discussion ensued regarding the time frame for approval for projects coming back before the Board. Board Member Grundhoefer inquired about the Gregory Street project, formerly known as Franco's, Assistant Planning & Zoning Manager Cannon provided further information regarding the project.

Adjournment – With no further business, the Board adjourned at 3:52 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary of the Board



Memorandum

File #: 42-22

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

PROPOSED ORDINANCE NO. 42-22 - AMENDING SECTION 12-6-4(4) OF THE CITY CODE - LANDSCAPE AND TREE PROTECTION PLAN OF THE LAND DEVELOPMENT CODE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 42-22 on first reading:

AN ORDINANCE AMENDING SECTION 12-6-4 (4) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, LANDSCAPE AND TREE PROTECTION PLAN; PROVIDING FOR A THIRTY-DAY POSTING REQUIREMENT PRIOR TO ISSUANCE OF PERMIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

Recently a situation occurred wherein landscape plans for a project were approved prior to a permit being issued. Signs were posted, as required by the code, however there was some confusion about the process of approving landscape plans prior to the two-week required posting of signs requesting tree removal. The project was the Caliber Carwash on Creighton Road.

This item was referred to the Planning Board for review and recommendation.

The language proposed stated:

“Prior to the final approval of any landscape or tree protection plan where a protected species and/or heritage tree removal is requested and prior to the requisite building, site work or tree removal permit being issued....”

At their June 14, 2022, meeting of the Planning Board, this issue was discussed with the following recommendations being made by the Board:

1. Including the language: At such time a tree or landscape plan has been deemed compliant by the designated city arborist, staff shall notify the City Council member for that district.
2. Every sign shall be black lettering on a white background

3. The sign shall be posted thirty (30) days prior to permit issuance

These recommendations, which were approved by the Planning Board on a vote of 6 - 0, are included within the proposed ordinance amendment.

PRIOR ACTION:

May 12, 2022 - City Council referred this item to the Planning Board

June 14, 2022 - Planning Board met, reviewed and made recommendations regarding this item

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ord. No. 42-22 - Amendment to Section 12-6-4(4) of the LDC
- 2) Planning Board Meeting Minutes 6.14.22

PRESENTATION: No

PROPOSED
ORDINANCE NO. 42-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-6-4 (4) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, LANDSCAPE AND TREE PROTECTION PLAN; PROVIDING FOR A THIRTY-DAY POSTING REQUIREMENT PRIOR TO ISSUANCE OF PERMIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-6-4 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-6-4. Landscape and tree protection plan.

A landscape and tree protection plan shall be required as a condition of obtaining any building permit or site work permit for multi-family residential, commercial and industrial development as specified in section 12-6-3. The plan shall be submitted to the inspection services department and reviewed by the city's designated arborist. A fee shall be charged for services rendered in the review of the required plan (see chapter 7-10 of this Code).

No building permit or site work permit shall be issued until a landscape and tree protection plan has been submitted and approved. Clearing and grubbing is only permitted after a site has received development plan approval and appropriate permits have been issued. The city's designated arborist may authorize minimal clearing to facilitate surveying and similar site preparation work prior to the issuance of permits. No certificate of occupancy shall be issued until the city's designated arborist has determined after final inspection that required site improvements have been installed according to the approved landscape and tree protection plan. In lieu of the immediate installation of the landscaping material and trees, the city may require a performance bond or other security in an amount equal to the cost of the required improvements in lieu of withholding a certificate of occupancy, and may further require that improvements be satisfactorily installed within a specified length of time.

- (1) *Contents of landscape and tree protection plan.* The landscape and tree protection plan shall be drawn to scale by a landscape architect, architect or civil engineer licensed by the State of Florida, and shall include the following information unless alternative procedures are approved per section 12-6-8 or 12-6-9:

- a. Location, size and species of all trees and shrubs to be planted.
 - b. Location of proposed structures, driveways, parking areas, required perimeter and interior landscaped areas, and other improvements to be constructed or installed.
 - c. Location of irrigation system to be provided. All planted areas shall have an underground irrigation system designed to provide one hundred-percent coverage.
 - d. Landscape and tree protection techniques proposed to prevent damage to vegetation, during construction and after construction has been completed.
 - e. Location of all protected trees noting species and DBH.
 - f. Identification of protected trees to be preserved, protected trees to be removed, including dead trees, and trees to be replanted on site.
 - g. Proposed grade changes which might adversely affect or endanger protected trees with specifications on how to maintain trees.
 - h. Certification that the landscape architect, architect or civil engineer submitting the landscape and tree protection plan has read and is familiar with chapter 12-6 of the Code of the City of Pensacola, Florida, pertaining to tree and landscape regulation.
- (2) *Installation period.* All landscape materials and trees depicted on the approved landscape plan shall be installed prior to the issuance of the certificate of occupancy.
- (3) *Quality.* All plant materials used shall conform to the standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants", current edition, State of Florida, Department of Agriculture and Consumer Services, Division of Plant Industry, Tallahassee, Florida, a copy of which shall be maintained for public inspection in the department of leisure services.
- (4) *Notice.* If removal is sought for one or more heritage trees or for more than ten protected trees (including heritage trees sought to be removed) and/or if removal of more than 50 of existing protected trees is sought within any property in any zoning district identified in section 12-6-2, a sign shall be posted no further back than four feet from the property line nearest each respective roadway adjacent to the property. One sign shall be posted for every 100 feet of roadway frontage. Each sign shall be of black lettering on a white background and contain two horizontal lines of legible and easily discernible type. The top line shall state: "Tree Removal Permit Applied For." The bottom line shall state: "For Further Information Contact the City of Pensacola at 311" (or other number as designated by the Mayor). The top line shall be in legible type no smaller than six inches in height. The bottom line shall be in legible type no smaller than three inches in height. There shall be a margin of at least three inches between all lettering and the edge of the sign. Prior to the final approval of any landscape or tree protection plan where a protected species and/or heritage tree removal is requested and prior to the requisite building, site work, or tree removal permit being issued, ~~the requisite~~ signs shall be posted by the applicant at their expense, and shall remain continuously posted for ~~two weeks~~ thirty (30) days prior to the requisite building, site work, or tree removal permit is issued. At such

time a tree or landscape plan has been deemed compliant by the designated city arborist, the city's designated arborist will notify the councilperson representing the district in which the permit has been requested, upon receipt of the request, which will initiate the thirty (30) day sign requirement.

Exception: This provision does not include any tree located on a currently occupied, residential property so long as the city's designated arborist has determined the tree meets the qualifications as a diseased or weakened tree as specified in section 12-6-6(2)b.5., or, in the alternative, documentation of danger to person or property has been submitted to the city's designated arborist in advance of removal. For purposes of this provision, "documentation" means a completed two-page Tree Risk Assessment Form, which should be completed according to the standards found within Best Management Practices: Tree Risk Assessment, Second Edition, by E. Thomas Smiley, Nelda Matheny, and Sharon Lilly, and distributed by the International Society of Arboriculture Society; further, consistent with ISA standards and tree risk assessment, a tree or tree part is a "danger" when two conditions exist: 1) the failure of the tree part or of the tree is imminent or impact is likely, and 2) the consequences of that failure are high or extreme.

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



MINUTES OF THE PLANNING BOARD

June 14, 2022

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose, Board Member Powell, Board Member Villegas

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Deputy City Administrator Forte, Building Official Bilby, Parks and Recreation Director Stills, Administrative Assistant Carlton, Executive Assistant Chwastyk, City Arborist Stultz

STAFF VIRTUAL: Senior Planner Statler, Development Services Director Morris

OTHERS PRESENT: Margaret Hostetter, Sherri Myers, Carlton Charles, Barbara Charles, Neil Tucker

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from April 12, 2022
- **New Business:**
 - Proposed Amendment to the Tree Ordinance
 - Request for Vacation of Right-of-Way – 400 Block E. Yonge Street
 - Request for Preliminary Plat Approval – Stillman Subdivision
 - Open Forum
 - Discussion
 - Adjournment

Call to Order / Quorum Present

Chairperson Paul Ritz called the meeting to order at 2:01 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Larson made a motion to approve the April 12, 2022 minutes, seconded by Board Member Powell, and it carried 6:0.

New Business –

Proposed Amendment to Section 12-6-4(4) – Landscape and Tree Protection (Notice) Of The Code Of The City of Pensacola

Assistant Planning & Zoning Manager Cannon introduced the item. Chairperson Paul Ritz read the sentence being added to the language. Board Members Grundhoefer and Powell discussed the purpose of the change. Board Member Villegas stated Council Member Myers felt additional language was necessary. Board Member Villegas questioned why there are only two weeks for the posting of the sign. Chairperson Paul Ritz stated that was a separate discussion. Chairperson Paul Ritz introduced Margaret Hostetter to speak. Margaret Hostetter stated that there is confusion regarding notices and sign placement and feels the timing of the notice is ineffective and not enough time is given for a reaction or interaction. Margaret Hostetter concluded by asking Building Official Bilby to explain how this language will change the procedure that has been in effect for notice made to Council Members and to the public through signs. Chairperson Paul Ritz introduced Councilwoman Sherri Myers. Councilwoman Myers stated she is looking to the Planning Board to accomplish the intent of the language that was sent to the Planning Board. Councilwoman Myers gave the example of Sake Café. Councilwoman Myers felt they were a good example of being given ample notice and willingness to preserve trees. Chairperson Paul Ritz wanted clarification from Councilwoman Myers if she wanted the language to change regarding the notice to Council Members as well as the public. Councilwoman Myers stated she would like more opportunity given to the public to have input. Chairperson Paul Ritz stated that prior to approval, in his interpretation, that no approval can be made until that notification period has been completed. Chairperson Paul Ritz asked Assistant City Attorney Lindsay if the Planning Board Members could add or edit the language. Assistant City Attorney Lindsay stated the Board Members can make modifications in their determination. Chairperson Paul Ritz suggested the Board come up with a milestone for notification. Chairperson Paul Ritz suggested a milestone for notification, and a milestone for the sign placement. Board Member Villegas suggested a longer time for sign placement. Chairperson Paul Ritz asked Building Official Bilby if he knew of a legislative time for the sign to be placed. Building Official Bilby stated that the placement of the sign is for two weeks prior to the permit issuance. Chairperson Paul Ritz, Board Member Powell, and Board Member Villegas discussed the time frame for placement of the sign as well as the color of the sign. Chairperson Paul Ritz stated that the direction of the Board is to edit the language beyond what was given them. Board Member Van Hoose suggested there be a 30-day time frame for the sign. Board Member Van Hoose also stated that the word approval needs to be clarified for the council person. Chairperson Paul Ritz asked the Board if they wanted to add a milestone for the notification to the City Council Members. Board Member Villegas proposed the notification be sent immediately upon receiving the plans and further discussion was had. Chairperson Paul Ritz clarified the wording with Assistant Planning & Zoning Manager Cannon. Assistant Planning & Zoning Manager Cannon read the proposed amendments into the record: 1) At such time a tree or landscape plan has been deemed compliant by the designated city arborist, staff shall notify the City Council member for that district. 2) Every sign shall be black lettering on a white background. 3) the sign shall be posted thirty (30) days prior to permit issuance. Board Member Grundhoefer asked Building Official Bilby for clarification of the review process and time frame of plan reviews. Board Member Grundhoefer suggested that the plan review be completed before the notification is given. Board Member Villegas asked if notification should be given upon examination as Board Member

Grundhoefer suggested. Consensus was reached and Assistant Planning & Zoning Manager Cannon confirmed the wording to be that at such time a tree and landscape plan has been deemed compliant by the City's designated Arborist, the staff shall notify the City's councilperson. The Board Members agreed to a 30-day time period for the placement of the sign instead of two weeks and that the sign have black lettering with a white background. **Board member Villegas made a motion to approve, seconded by Board Member Powell, and it carried 6:0.**

Request for Vacation of Right-Of-Way - 400 Block E. Yonge Street

Deputy City Administrator Forte discussed an upcoming project at Magee Field. Deputy City Administrator provided clarification as to why a Vacation of Right-Of-Way would benefit Parks & Recreation and the City. To appropriate funding, it would need to be under one parcel. Deputy City Administrator Forte clarified that vacating the Yonge Street Right-Of-Way would allow the city owned parcel to the South of Yonge Street to be incorporated into Magee Field. Board Member Grundhoefer asked if Yonge Street was already vacated, Deputy City Administrator Forte stated it was not. Deputy City Administrator Forte stated the city would maintain a utility easement after the Vacation of Right-Of-Way. Carlton Charles would like the parking problem at Magee Field to be addressed, Deputy City Administrator Forte is aware of the problem and the city is working to address it. **Vice Chairperson Larson made a motion to approve the request, seconded by Board member Grundhoefer, and it carried 6:0.**

Request for Preliminary Plat Approval – Stillman Subdivision

Chairperson Paul Ritz asked city staff if all the lots in the purposed subdivision met all the requirements of R-1A, Assistant Planning & Zoning Manager Cannon answered yes. Assistant Planning & Zoning Manager Cannon reminded the board members that this is a preliminary plat approval. Neil Tucker spoke on behalf of Geci & Associates. Chairperson Paul Ritz noted the fire department had no issue with the short dead end road configuration. Neil Tucker stated the comments from the fire department came because of early submission to the Engineering Department. Board Member Grundhoefer asked if they were putting in a cul-de-sac, Neil Tucker stated it's not required because of the length. Board Member Villegas asked for the requirements for runoff when a development is adjacent to a water way and if the subdivision would be clear cut. Neil Tucker stated they would be clearing the Right-Of-Way and stormwater pond. Board Member Grundhoefer asked if easements were for drainage, Neil Tucker answered yes. Board Member Grundhoefer asked if the developer was leaning towards townhomes or single-family dwellings, Neil Tucker answered townhomes. **Board Member Powell made a motion to approve the request, seconded by Board member Grundhoefer, and it carried 6:0.**

Open Forum – none

Discussion – Board Member Grundhoefer asked about the previous project on Palafox,

Assistant Planning & Zoning Manager Cannon stated the project was put on hold. Discussion ensued regarding the time frame for approval for projects coming back before the Board. Board Member Grundhoefer inquired about the Gregory Street project, formerly known as Franco's, Assistant Planning & Zoning Manager Cannon provided further information regarding the project.

Adjournment – With no further business, the Board adjourned at 3:52 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00854

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - STILLMAN SUBDIVISION

RECOMMENDATION:

That City Council conduct a quasi-judicial hearing on September 15, 2022, to consider approval of the Final Subdivision Plat, Stillman Subdivision.

HEARING REQUIRED: Quasi-Judicial

SUMMARY:

GEI and Associates Engineers, INC., is requesting Final Subdivision Plat approval for a new residential subdivision, Stillman Subdivision, located at 100 BLK Stillman Street. The development includes one (1) lot which will be subdivided into fifty-six (56) townhome lots.

On August 9, 2022, the Planning Board unanimously recommended approval of the final plat.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

8/9/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Cynthia Cannon, AICP, Assistant Planning & Zoning Manager

ATTACHMENTS:

- 1) Stillman Subdivision Final Plat Application
- 2) Planning Board Minutes August 9, 2022 DRAFT

PRESENTATION: No



SUBDIVISION PLAT

Preliminary Plat

Fee: \$1,000.00 + \$25/lot

Final Plat

Fee: \$1,500.00 + \$25/lot

1. Applicable Parks/Open Space Fees are due prior to recording the Final Plat;
2. Resubmittal: 1/2 the initial fee;
3. Rescheduling of Planning Board/City Council: \$250.00

Applicant Information	Owner Information (If Different from Applicant)
Name: <u>Geci & Associates Engineers, Inc.</u>	Name: <u>Robert Hurst</u>
Address: <u>2950 N 12th Avenue,</u> <u>Pensacola, Florida 32503</u>	Address: <u>1 Bayou Blvd.</u> <u>Pensacola, Florida 32503</u>
Phone: <u>(850) 432-2929</u>	Phone: <u>(850) 393-0921</u>
Email: <u>clint@geciengineering.com</u>	Email: <u>roberthurst@cox.net</u>

Property Information

Location Address: 100 Blk Stillman Street, Pensacola, Florida 32505

Subdivision Name: _____

Parcel ID #: 0 0 - 0 S - 0 0 - 9 0 9 0 - 0 0 1 - 1 2 7

of EXISTING Parcels to be Subdivided: 1 # of PROPOSED Lots: 56 Total Acreage: 5.33

Type of Subdivision: Residential Non-Residential/Commercial

Legal Description: Attached a full legal description from deed or survey

Will a Variance from the Subdivision Regulations be requested for the project (Sec. 12-7-7)? YES NO

If YES, Please specify the exact Variance requested: _____

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this plat and that no refund of these fees will be made. Also, I understand that any resubmissions based upon non-compliance with the City subdivision and/or development requirements will result in one-half (1/2) the initial application fee. I have reviewed a copy of the applicable zoning and subdivision requirements and understand that I must be present on the date of the Planning Board meeting.

Signature of Owner: _____ Date: _____

For Office Use Only		
Zoning: _____	FLUM: _____	Council District: _____
Date Received: _____	Case Number: _____	
Application Fee: _____	Receipt #: _____	
Open Space Requirement (acres or \$): _____	Receipt #: _____	
Planning Board date: Prelim: _____ FINAL: _____	Recommendation: _____	
City Council date: _____	Council Action: _____	
Recording Date: _____	Map BK/PG: _____	

Planning Services

222 W. Main Street, Pensacola, Florida 32502

(850) 435-1670

Email: PlanningApplications@CityOfPensacola.com

Mail to: P.O. Box 12910 * Pensacola, Florida 32521

SUBDIVISION PLAT

Sec. 12-7-6. Sites for public use.

- (a) *School sites.* The planning board may, where necessary, require reservation of suitable sites for schools; and further, which sites shall be made available to the county school board for their refusal or acceptance. If accepted by the school board, it shall be reserved for future purchase by the school board from the date of acceptance for a period of one year.
- (b) *Sites for park and recreation or open space.* Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:
 - (1) *Dedication of land for park, recreation or open space needs.* The subdivider or owner shall dedicate to the city for park and recreation or open space purposes at least five percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter acre.
 - (2) *Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land.* The subdivider or owner shall pay unto the city such sum of money equal in value to five percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by the mayor and the subdivider. If the mayor and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The mayor shall appoint a professional land appraiser, the subdivider shall appoint a professional land appraiser, and these two shall appoint a third.
- (c) *Public streets.* All streets delineated on all plats submitted to the city council shall be dedicated to all public uses including the use thereof by public utilities, unless otherwise specified herein.

(Code 1986, § 12-8-6; Ord. No. 9-96, § 14, 1-25-1996; Ord. No. 16-10, § 223, 9-9-2010)

Open Space Requirements (only applicable to residential subdivision)

Sec. 12-7-6 requires (a) the dedication of 5% of the gross area for open space purposes, or (b) a fee in lieu of land dedication. Please calculate and check the preferred method of meeting the requirement:

(a) Total Land Area: 5.33 acres
 5% for land dedication: N/A acres
 (may NOT equal less than 1/4 acre)

(b) Value of Land \$ 178,929
 (per Escambia County Property Appraiser)

Fee in lieu of land dedication (5% of land value) \$ 8,946.45

(Check payable to the City of Pensacola. Due after plat approval, *prior to receiving signatures*)

LEGEND:

- P.O.C. Denotes Point of Commencement
P.O.B. Denotes Point of Beginning
R/W Denotes Right-of-Way
B.S.L. Denotes Building Setback Line
P.C. Denotes Point of Curvature
P.T. Denotes Point of Tangency
P.R.C. Denotes Point of Reversed Curvature
P.C.C. Denotes Point of Compound Curvature
R.P. Denotes radius point
P.I. Denotes point of Intersection
(NR) Denotes Non-Radial Line
R Denotes Length of Radius
ARC Denotes Length of Arc
CH Denotes Length of Chord
C.B. Denotes Bearing of Chord
E.G.U.A. Emerald Coast Utilities Authority
DA Denotes Delta Angle
P.M.S. Denotes Permanent Referenced Monument Set #T073
P.C.P. Denotes Permanent Control Point set (PCP) #T073
O.R. Official Record Book
GPS Global Positioning System
LB Licensed Business
PSM Professional Surveyor & Mapper
PE Professional Engineer
NAD North American Datum
NAVD North American Vertical Datum
LLC Limited Liability Corporation
LDM Low density mixed-use district
MU-5 Mixed-use suburban

SURVEYOR'S NOTES:

- 1) The sign (°) means degrees, The sign (') means feet or minutes, The sign (") means seconds.
2) Measurements made in accordance to United States Standards.
3) All dimensions on curves are arc distances.
4) Subject to setbacks, easements and restrictions of record.
5) There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of Escambia County.
6) Bearings are based on the west right of way of Stillman Street as South 04°15'45" West (grid north).
7) Utility easements as shown hereon are to include cable television in accordance with Plat Act Chapter 177.091(2B).
8) The survey as shown hereon does not determine ownership.
9) There is a 5-foot private drainage easement along all common lot lines. Homebuilder is to construct drainage system as required along these easements to direct stormwater to conveyance system. Fences and any other structures in these easement shall not impede stormwater flow.
10) No fences or other structures shall be constructed in the public drainage/access easement. These easements shall be accessible at all times.

CABLE TELEVISION NOTE:

All platted utility easements as shown hereon shall also be easements for the construction, installation, maintenance, and operations of cable television in accordance with and subject to the provisions of Section 177.091 (2B) Florida Statutes.

BUILDING SETBACKS REQUIREMENTS WITHIN R1-A:

- Front yard = 20 feet
Rear yard = 25 feet
Side yard = 5 feet
Single-family attached residences = 5' on one side/0.0' on one side
Single-family detached residences = 5'

NOTICE:

This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be superseded in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat may be found in the public records of this County.

G.I.S. MAPPING

Coordinates shown are State Plane Coordinates referenced to N.A.D. 83 datum, 2011 adjustment, Florida North Zone and expressed in U.S. survey feet. Coordinates based on continuously operating reference station (CORS) "Pensacola Airport": N 544231.69, E 1121244.12, Z 101.20.

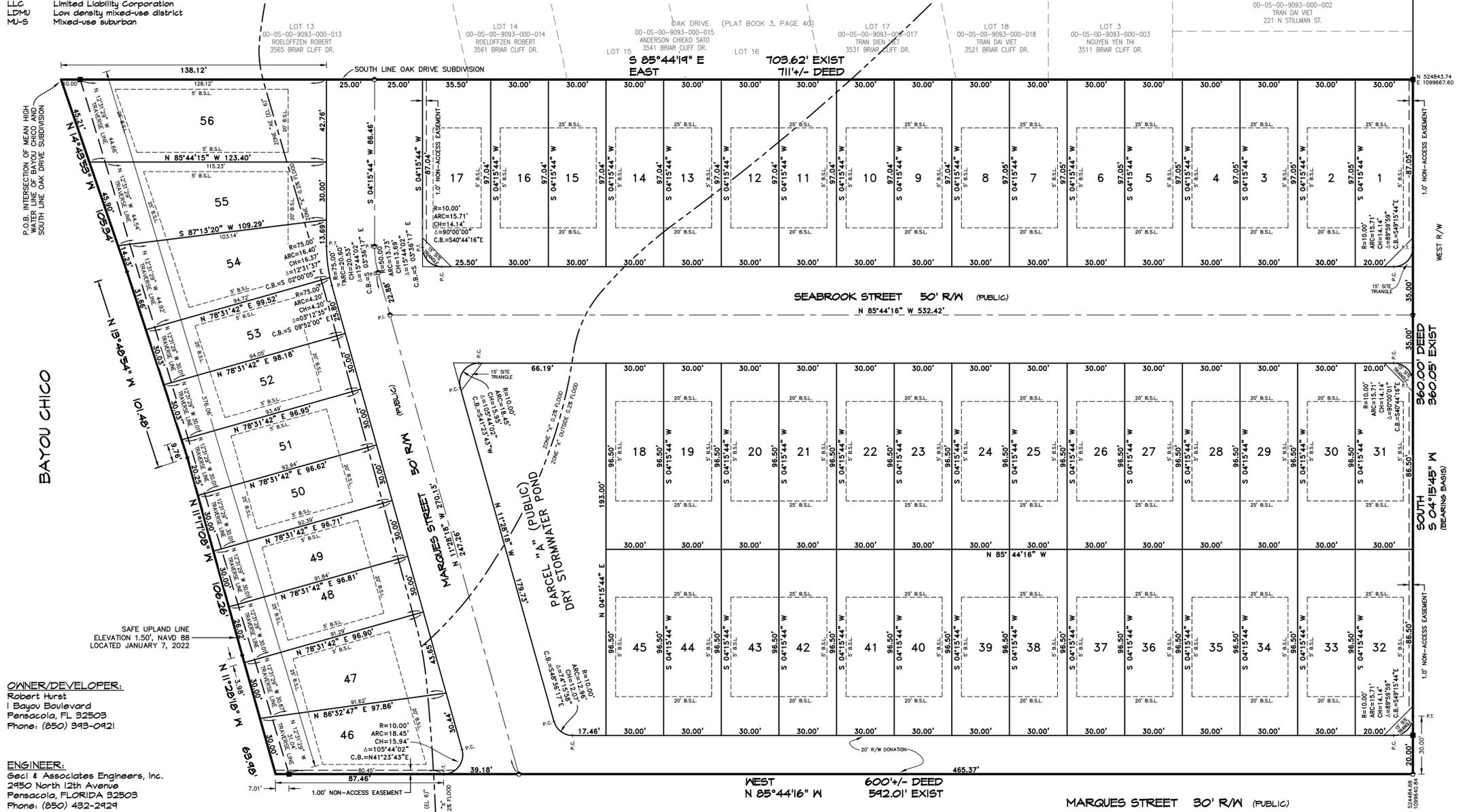
NOTE:

All lots, with the exception of lot 17 and lot 56, are approved for single-family attached residences only. Lot 17 and lot 56 are approved for development as single-family detached residences. For the zoning district, only two-unit townhouses may be constructed on the applicable lots; single-family detached residences will not be allowed due to the lot size requirements.

BRIAR CLIFF DRIVE 50' R/W (PUBLIC)



SCALE 1" = 30'



OWNER/DEVELOPER: Robert Hurst, I Bayou Boulevard, Pensacola, FL 32503, Phone: (850) 943-0421

ENGINEER: Gecl & Associates Engineers, Inc., 2450 North 12th Avenue, Pensacola, FLORIDA 32503, Phone: (850) 432-2424

SURVEYOR: Pittman, Glaze and Associates, Inc., 5700 North Davis Highway, Suite 3, Pensacola, FL 32503, Phone: (850) 434-6666

STATE PLANE COORDINATE TABLE

Referenced to NAD 83 (2011) and NAVD 88. Location established from Florida Department of Transportation Permanent Reference Network (PPRN), Florida's Global Navigation Satellite System (GNSS) reference station network. To convert a ground distance to a grid distance multiply the ground distance by the average combined scale factor.

FLOOD STATEMENT:

I hereby certify that the subject property is located in Flood Zone "X", areas determined to be outside the 0.2% annual chance floodplain; 0.2 pct annual chance flood; and Flood Zone "AE (EL 6)", areas determined to be a special flood hazard area subject to inundation by the 1% annual chance flood and is in a Special Flood Hazard Area as determined by Federal Emergency Management Agency (FEMA). Reference Community Panel Number 12035C03706 Effective September 24, 2006.

LEGAL DESCRIPTION:

A portion of Section 39, Township 2 South, Range 30 West, Escambia County, Florida described as follows: Beginning at the intersection of the mean high water line of Bayou Chico and the South line of Oak Drive Subdivision according to plat filed in Plat Book 3 at Page 40, of the Public Records of said County; Thence East along the said South line of Oak Drive Subdivision a distance 711 feet more or less to the West right-of-way line of Stillman Street (a 55' right-of-way); Thence South along the said right-of-way line a distance of 360.00 feet; Thence West parallel to the South line of Oak Drive Subdivision a distance of 600 feet more or less to the mean high water line of Bayou Chico; Thence Northwesterly a distance of 371 feet more or less to the Point of Beginning.

DEDICATION Know all men by these present that Robert Hurst, owner of the land herein described and platted hereon, known as Stillman Subdivision hereby dedicate to the public all streets, roads, storm easements and retention ponds as designated on this plat, and do hereby authorize and request the filing of this plat in the public records of Escambia County, Florida.

Witnesses: Print, Signature, Owner: By: Robert Hurst, Print, Signature

STATE OF FLORIDA, COUNTY OF ESCAMBIA Before the subscriber personally appeared known to me to be the individuals described herein and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes herein set forth. They are personally known to me and they did not take an oath. Given under my hand and official seal this day of 2022.

Notary Public, State of Florida My commission expires My commission number

CERTIFICATE OF COUNTY CLERK I, Pam Childers, Clerk of Courts of Escambia County, Florida hereby certify that this plat complies with all the requirements of the Plat Act Chapter 177 Florida Statutes and the same was recorded on the day of 2022 in Plat Book at Page of the public records of said County.

Pam Childers, Clerk of Courts

CITY COUNCIL APPROVAL I, Ericka Burnett, Clerk of the City of Pensacola, Florida, hereby certify that this plat was presented to the City Council at its meeting held on the day of 2022 and was approved by said Council.

Ericka Burnett, City Clerk, Pensacola, Florida

CITY SURVEYOR STATEMENT This plat has been reviewed for conformity to Chapter 177, Florida Statutes, by the undersigned professional surveyor and mapper for the City of Pensacola

Signed this day of 2022 Leslie D. Odom, Registered Land Surveyor No. 6520

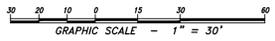
SURVEYOR'S CERTIFICATE The undersigned hereby certifies that this plat is a true and correct presentation of the land described herein, that said land has been subdivided as indicated, that permanent reference monuments (P.R.M.) have been placed as indicated, that the survey was made under my responsible direction and supervision and that the survey data complies with all requirements of The Plat Act Chapter 177.011 - 177.151 Florida Statutes, and that permanent reference monument and permanent control points have been set.

Signed this 5th day of July, 2022 David D. Glaze Registered Land Surveyor No. 5605, LB No. 7073 Pittman, Glaze & Associates 5700 North Davis Highway, Suite 3 Pensacola, FL 32503



STILLMAN SUBDIVISION A 56 LOT TOWNHOME SUBDIVISION OF A PORTION OF SECTION 39, TOWNSHIP 2 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA

RESTRICTIVE COVENANTS FILED IN O.R. BOOK PAGE PLAT BOOK PAGE





MINUTES OF THE PLANNING BOARD
August 9, 2022

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Powell, Board Member Villegas

MEMBERS ABSENT: Board Member Sampson, Board Member Van Hoose

STAFF PRESENT: Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Deputy City Administrator Forte, Assistant Airport Director Levitt, Executive Assistant Chwastyk

STAFF VIRTUAL: Senior Planner Statler, Development Services Director Morris, Urban Design Specialist Parker, City Engineer Hinote

OTHERS PRESENT: Arlean Bonner, John Fitzgerald, Ron Fitzgerald, Andrea Turner, JJ Ziecwski, William Campbell, Garry Crook, Monica Michalowski, James L. Gulley, Maureen Menton, Beau Box, Clifford Stokes, Helen Stokes, David Knight, Linda Knight, Susan Salamone, Jonathan Green, Jack Myslak, Jason Rebol, Andrew Rothfeder, Neil Tucker

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from July 12, 2022
- **New Business:**
- Request for Vacation of Right-of-Way – Pensacola International Airport – Campus Heights and Executive Plaza
- Request for Final Plat Approval – Stillman Subdivision
- Request for Preliminary Plat Approval – Tarragona Townhomes
- Request for Preliminary Plat Approval – Red Feather Subdivision
- Request for Zoning Map and Future Land Use Map (FLUM) Amendment for 515, 517, and 523 Hewitt Street
- Request for Zoning Map and Future Land Use Map (FLUM) Amendment for Baptist Hospital
- Open Forum

- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Paul Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Grundhoefer made a motion to approve the July 12, 2022 minutes, seconded by Board Member Villegas, and it carried 5:0.

New Business –

Request for Vacation of Right-of-Way – Pensacola International Airport – Campus Heights and Executive Plaza

Assistant Planning & Zoning Manager Cannon introduced the item. Assistant Airport Director Levitt clarified what property the Airport already owned. Chairperson Paul Ritz stated that they would not be blocking anyone's homestead or real estate. Assistant Airport Director Levitt spoke on the annexation that took place a year ago on the property to the south. Board Member Grundhoefer confirmed this was just a vacation of ROW and not a zoning change and that the property is owned by the City. Board Member Grundhoefer asked if they were turning these into hangers and warehouses and if there were residents in that area. Assistant Airport Director Levitt stated yes, they would be hangers and warehouses and that there were no residents on Langley and only one on Tippen. Board Member Grundhoefer asked if the areas to the north had been vacated and Assistant Airport Director Levitt answered yes. **Board member Villegas made a motion to approve, seconded by Vice Chairperson Larson, and it carried 5:0.**

Request for Final Plat Approval – Stillman Subdivision

Assistant Planning & Zoning Manager Cannon introduced the item. Assistant Planning & Zoning Manager Cannon stated the preliminary plat came before the board in June and that minor revisions had been made with the addition of notes or surveyor comments that staff asked to be added. Assistant Planning & Zoning Manager Cannon stated once the Planning Board made a decision it would go before the City Council as a Quasi-Judicial hearing at their next meeting. Chairperson Paul Ritz asked that item be moved to a later time since a representative was not there to speak on the item.

Request for Preliminary Plat Approval – Tarragona Townhomes

Assistant Planning & Zoning Manager Cannon stated that this is a site specific zoning district. Assistant Planning & Zoning Manager Cannon explained that a site-specific zoning district is designed to allow for more flexibility in building standards and site design. Jonathan Green, project manager stated this is a subdivision of six lots for a townhome project and that they have an easement for the sewer along the back. Jonathan Green stated that they are exempt from stormwater requirements from the State. Assistant Planning & Zoning Manager Cannon stated that there were very minor comments made by City staff. Board Member Grundhoefer asked that since this was reviewed by Architectural Review Board staff in 2006 would this be resubmitted as a new design to the Architectural Review Board? Historic Preservation Planner Harding stated

that the conceptual plans came before the Architectural Review Board in April 2021 and that the final design will come before the Architectural Review Board in the coming months. JJ Zielinski stated the stormwater from the roof will be routed to the underground stormwater system and will not be shed into the street. **Board Member Villegas made a motion to approve the request, seconded by Board member Powell, and it carried 5:0.**

Request for Preliminary Plat Approval – Red Feather Subdivision

Assistant Planning & Zoning Manager Cannon stated that this had already been approved by the Planning Board on March 9, 2021, but because they did not resubmit within the 365 day timeline they were required to resubmit a new application. Assistant Planning & Zoning Manager Cannon stated the preliminary plat mirrors what was previously submitted. Jason Rebol confirmed that nothing has changed and that there were only minor notes to be addressed. Chairperson Paul Ritz stated there was additional information regarding emergency egress and that those were addressed and approved by the fire department. Board Member Grundhoefer wanted clarification on how the egress would be accomplished. Jason Rebol stated there will be deeded access that will always be maintained and accessible. Board Member Powell inquired about the notes from Engineering regarding the addition of a roadway. Assistant Planning & Zoning Manager Cannon stated Engineering and Public Works comments were satisfied. **Board Member Powell made a motion to approve the request, seconded by Board member Villegas, and it carried 5:0.**

Request for Zoning Map and Future Land Use Map (FLUM) Amendment for 515, 517, and 523 Hewitt Street

Chairperson Paul Ritz opened with a statement to the board on whether it is appropriate for this land to be rezoned from R-2 to C-1. Assistant Planning & Zoning Manager Cannon clarified the intent of C-1. The applicant's representative, Attorney Susan Salamone, stated that 515 and 517 Hewitt Street are being used as parking and the goal is for 523 to be used in the same way. Board Member Powell asked for clarification on the lines indicating C-1 on the map. Arlene Bonner, the resident adjacent to 523 Hewitt St., stated they do not have any mixed-use areas on their street and that she did not see how this was harmonious with the neighborhood. A discussion continued regarding the adjacent C-2 zoned area. Arlene Bonner stated that she and her neighbors feel they do not need another parking lot. Susan Salamone stated 523 Hewitt St. is owned by doctors and 515 and 517 Hewitt St. are under a separate ownership. Board Member Grundhoefer asked if 515 and 517 Hewitt St. are an approved use as a parking lot. Assistant Planning & Zoning Manager Cannon answered it is an approved use. Discussion continued regarding various ways that the applicant could achieve the use as a parking lot of 523 Hewitt St. Andrea Turner stated the goal is to use these parcels for overflow parking. Board Member Grundhoefer stated he was having difficulty approving this as C-1. Board Members discussed being hesitant to approve the request to make it C-1 and to further encroach into a residential zone. Board member Powell wanted to know specifically what the neighbors are concerned with. Arlene Bonner stated they were concerned about the traffic and the speeding of the employees. Board Member Grundhoefer suggested if all three parcels fell under one owner there wouldn't be any need to rezone. Chairperson Paul Ritz wanted to give a specific reason for their denial. Chairperson Paul Ritz stated their denial is due to their hesitation to allow C-1 to

encroach further into an R-1AA zoning district in this location. Chairperson Paul Ritz stated the vehicle they have chosen to achieve additional parking is inappropriate, especially if they are able to achieve it otherwise. **Board Member Powell made a motion to deny the request, seconded by Board member Grundhoefer, and it carried 5:0.**

Request for Zoning Map and Future Land Use Map (FLUM) Amendment for Baptist Hospital

Jason Rebol, the applicant's representative, addressed the board and stated that Baptist Hospital will be putting the fifty – two (52) acres up for sale to a master developer, and that they are trying to control what goes into this redevelopment. He also stated there is currently no specific use in mind for the redevelopment of this site. Chairperson Paul Ritz stated that he was surprised that this parcel is currently zoned R-2 because it largely functions a commercial use. Jason Rebol stated representatives of Baptist have been speaking with the city to put back some of the original street blocks that were originally platted to bring back the neighborhood feel. Board Member Villegas expressed that this item was like the previous item where someone could come back and request more rezoning for C-1 in the future. Board Member Powell inquired if the goal was to have a commercial zoned parcel to offer to developers, Jason Rebol answered yes. Jason Rebol advised that they'd like to have free standing restaurants instead of them being connected to a residential structure. Board Members discussed how risky this would be since they do not know what will be going on that parcel amid all the residential homes. Board Member Grundhoefer inquired if anyone knew why a small parcel was already zoned C-1, Assistant Planning & Zoning Manager Cannon advised after much research she was unable to find anything regarding how that happened. Board Member Grundhoefer inquired if there were any advantage of going to an RNC verses C-1, Jason Rebol advised he was not sure until he researched what could go into RNC. James L. Gulley addressed the board to speak out against the rezoning. Chairperson Paul Ritz stated the Board has always been hesitant when people try to rezone for resale purposes. Vice Chairperson Larson advised that no matter what it's zoned, it will change the neighborhood drastically and he is not comfortable rezoning it to commercial. Board Member Grundhoefer stated he did receive feedback from a couple of neighbors who are against this rezoning. Chairperson Paul Ritz advised the reason behind the motion to deny is because C-1 is too intensive of a rezoning change and the Board is not comfortable with that at this time without input from a future property user. The fact that they are using it as a selling technique is not something the Board has appreciated in the past and continues to feel the same way. **Vice Chairperson Larson made a motion to deny the request, seconded by Board member Powell, and it carried 5:0.**

Request for Final Plat Approval – Stillman Subdivision

Chairperson Paul Ritz asked that the representative for Stillman Subdivision come forward and requested that Assistant Planning & Zoning Manager Cannon restate the item before the board. Assistant Planning & Zoning Manager Cannon also advised that the revisions came back with all comments addressed and approved by city staff. Board Member Grundhoefer inquired about the plan for the protected trees. Neil Tucker advised that landscaping plans were submitted but they have not been approved by the city arborist but that it will not affect the platting of the neighborhood. He stated that their plan is to replant all the trees onsite and that they would not be clear cutting the lots. Chairperson Paul Ritz inquired if they were cutting the right-of-way only and Neil Tucker answered yes. Board Member Villegas inquired they met all the requirements set forth by the city and Assistant Planning & Zoning Manager Cannon advised yes.

Chairperson Paul Ritz made a motion to approve the request, seconded by Board member Villegas, and it carried 5:0.

Open Forum – none

Discussion – none

Adjournment – With no further business, the Board adjourned at 3:46 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00895

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jennifer Brahier

SUBJECT:

HIRING OF LEGAL COUNSEL TO THE CITY COUNCIL

RECOMMENDATION:

That City Council begin the process of hiring an Attorney to function as Legal Counsel to the City Council in accordance with Section 4.02(a)(6) of the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2014, via referendum, a Charter amendment was passed which authorized the City Council to establish the Office of the City Council, with the authority to hire certain staff:

“The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council.” Section 4.02(a)(6) *City Charter*

“Legal Aide. The City Council may appoint one Assistant City Attorney, whose salary shall be in accordance with those established for other Assistant City Attorneys. Said Assistant City Attorney shall (1) serve only in an advisory capacity to the City Council, and shall perform only such duties of a technical nature, including drafting of ordinances, legal research and providing advisory opinions, as requested by the City Council through its President, (2) perform such other duties required of them by the City Attorney with the concurrence of the President of the City Council, (3) be subject to termination by a majority vote of the City Council; and (4) be responsible to the City Council through the President of the City Council. Said Assistant City Attorney shall not file suit or bring or defend any action in court on behalf of the City Council, Mayor, the several departments, officers and boards of the City government except with written authorization of the City Attorney. No action or opinion of said Assistant City Attorney shall be construed to be the official legal position of the City, and such official legal positions and actions shall be solely within the scope and powers and duties of the City Attorney.” Section 4.02(a)(6)(B)

In 2015 City Council began the staffing process with the addition of a Council Executive, subsequently adding an Executive Assistant to the City Council, Council Assistant, Strategic Budget Planner, and Special Assistant to the Council Executive. In continuation of the staffing efforts and

needs, and in keeping with the language set forth in the City Charter as approved by the electorate in a special referendum, the position to be filled is that of Legal Aide - Legal Counsel to the City Council.

PRIOR ACTION:

July 14, 2014 - City Council approved first reading, Proposed Ordinance No. 31-14, a Charter Amendment Ordinance place the "Office of City Council" on the November 2014 ballot.

August 11, 2014 --- City Council adopted Ordinance No. 28-14, A Charter Amendment Ordinance placing the "Office of City Council" on the November 2014 ballot.

November 4, 2014 - Charter Amendment passed via referendum vote requiring the City Council to establish the Office of the City Council and to adopt by ordinance the position of budget analyst.

February 12, 2015 - City Council approved on first reading, Proposed Ordinance No. 05-15, creating Section 2-2-10 of the City Code, creating the Office of City Council in accordance with City Charter 4.02(a)(6)

March 12, 2015 - City Council adopted Ordinance No. 05-15, creating the Office of City Council.

FUNDING:

Budget: \$ -0-

Actual: \$114,900

FINANCIAL IMPACT:

Currently the Mayor's Proposed Fiscal Year 2023 Budget does not include funding for this position. However, should City Council decide to reinstate the funding, there should be sufficient funds in the FY 2023 Budget to fill this position.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00914

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

ADOPTION OF HANDBOOK FOR APPOINTED BOARDS, COMMISSIONS AND AUTHORITIES

RECOMMENDATION:

That City Council adopt a Handbook for Appointed Boards, Commissions and Authorities to serve as a guide for all Council appointed Boards, Commissions and Authorities.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Handbook for Appointed Boards, Commissions and Authorities is designed to provide a standardized operating procedure for all of Council appointed Boards, Commissions and Authorities, unless otherwise dictated by State Law, i.e. Pension Boards.

A Standardized Rules and Procedures manual for each board is currently being developed by staff, with the handbook serving as guidance.

The goal of the handbook is to, where possible and practicable, mirror City Council's Rules and Procedures with individual adjustments, where dictated, by the nuances of an individual Board, Commission or Authority.

Recently, a set of Rules and Procedures were adopted by both the Redistricting Commission and the Charter Review Commission.

PRIOR ACTION:

June 11, 2020 - City Council discussed the handbook and provided input for suggested changes, additions, and deletions.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Handbook for Appointed Boards, Commissions and Authorities

PRESENTATION: No

Handbook for Appointed Boards, Commissions & Authorities



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INTRODUCTION

The City Council appoints members to the City's Boards, Commission and Authorities. These bodies have functions from being advisory in nature to quasi-judicial in form. Each has its own function, role and responsibility that must be maintained for efficient and effective operations. Remaining focused on the roles, responsibilities and reporting tract helps to ensure that each Board, Commission or Authority is functioning in accordance with Council directives, City code and the City Charter.

All City of Pensacola Boards, Commissions, Authorities and Task Forces (hereinafter referred to a "Board") serve at the pleasure of the City Council. Each of these entities was created for a different reason and has defined relationships and responsibilities. Each appointed body has a specific scope of authority as provided by City Ordinance, State Statute or Council action. These bodies do not set policy, but rather serve as Council representatives for their specific discipline, serving as a citizen sounding board where appropriate.

DEFINITIONS

Quasi-Judicial – When a governmental body (such as the Planning Board or Architectural Review Board) applies law to a particular set of facts or circumstances to reach a decision, the decision is "quasi-judicial" because the governmental body is taking an action similar to that taken by a judge. "Quasi" means nearly, almost, or like. Traditionally, "court like" procedures of government have come to be known as "quasi-judicial" because they are like those procedures used by courts.

Quadi-Judicial proceedings -- Among other things, Boards functioning in a quasi-judicial capacity are responsible for taking action to approve or deny certain types of site plans or other requests as required by City Code, as well as making recommendations to the City Council on Zoning map amendments. These actions involve the application of law to a certain set of circumstances.

The Florida Supreme Court recognized that decision of local government that apply law to specific circumstances such as zoning changes are judicial in nature. The Supreme Court decided these "quasi-judicial" decision should be made in proceedings conducted with most of the same protections available to those persons who are presenting a case in court. These protections include the right to have all witnesses testify under oath, the right of opposing sides to ask questions of each other's witnesses, and the right of each side to hear everything said to the decision maker.

Boards – Boards serve in an advisory and/or investigatory capacity to the City Council. They can also function in a quasi-judicial capacity. Boards are usually standing bodies, involved with ongoing subject areas.

Commissions -- Commission may have administrative, quasi-judicial or advisory powers based on the enabling ordinance or council action. Commissions are standing or permanent bodies, involved with ongoing subject areas.

Committees – Committees are usually temporary bodies organized according to specific goal's accomplishment. Committees usually act in an advisory and/or investigatory capacity.

Task Force -- Task Forces are specific bodies designed to aid in accomplishing a specific goal, policy, or project. Task Forces are not usually standing bodies, unless the nature of the subject area dictates otherwise.

BOARD, COMMISSION AND AUTHORITY APPOINTMENT INFORMATION

Important information a citizen would need to know regarding appointment to a Board, Commission, Authority or Task Force:

- (a) All appointments require formal action of the City Council.
- (b) Terms of office for individual Boards will be set forth in the enabling legislation or council action. Based on the term of office, in no event shall an individual board member serve more than twelve (12) years on a single board.
- (c) The City Clerk's Office will send out notices for openings for Boards. Incumbent members will be required to file an application of interest to the City Clerk, prospective new members will need to file an application of interest and will be required to be nominated by a City Council member.

** Please note – a request by an incumbent to remain on a board is not a guarantee of reappointment, that determination is solely at the discretion of the City Council
- (d) The size of any Board will be set forth within the enabling legislation or council action.
- (e) City Boards will reflect, to the greatest extent possible, diversity in makeup.

- (f) Where the City Code or Council action is silent to residency, individuals appointed to Boards must reside within the city limits of Pensacola; excepting those specialty positions set forth in the enabling legislation or council action.

APPLICATION

The City Clerk's office maintains a file of all interested citizens for boards. An interested citizen should complete an application of interest and submit it to the City Clerk. As vacancies arise, notice will be provided to the City Council and general public. An applicant meeting all the qualifications and who, where required have been nominated by a member of the City Council, will be presented to the City Council as a body. To be appointed an applicant must receive a majority vote of the existing membership of City Council. Applications can be accessed via the City of Pensacola website at www.cityofpensacola.com, under the City Government – Boards & Commission tab. Or by contacting the City Clerk's Office:

City Clerk's Office
222 W. Main St.
Pensacola, FL 32502
(850) 435-1606

BOARDS, COMMISSIONS, AND AUTHORITY'S LISTING

Architectural Review Board

Description The Architectural Review Board approves or disapproves plans for buildings to be erected, renovated, or razed which are located, or to be located, within the historic districts, preservation districts, and the Governmental Center District.

Membership Seven members, appointed by the City Council. Two (2) members are nominated by West Florida Historic Preservation, Inc., each of whom shall be a resident of the City of Pensacola; one (1) member shall be either a member of the City Planning Board, or a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; two (2) members shall be registered architects, each of whom shall be a City resident; one (1) member who is a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; and one (1) member who is a property or business owner in the Palafox Historic Business District or the Governmental Center District.

Term of Office Two years

Code Enforcement Authority

Description Louis F. Ray, Jr. is the Special Magistrate Judge for the City of Pensacola's Code Enforcement Authority.

Construction Board of Adjustment & Appeals

Description The Construction Board of Adjustment and Appeals reviews and grants or denies applications for variances and waivers of all technical codes, including the building code, the plumbing code, the gas code, the mechanical code, the electrical code, the minimum housing code, the unsafe building abatement code, and the swimming pool code; however, not the life safety and fire prevention codes. Serves as the regulation and discipline board for holders of City plumbing and gas certificates of competency. Reviews the appeals of the interpretation of the Building Official in regards to technical codes.

Membership Seven members and two alternates, appointed by the City Council. The board shall be comprised as follows: one (1) registered architect, one (1) registered professional engineer, one (1) general or building contractor, one (1) electrical contractor, one (1) plumbing and gas contractor, one (1) mechanical contractor and one (1) member at large from the public. Alternates shall be one (1) member at large from

the construction industry and one (1) member at large from the public. Board members are not required to be City residents

Term of Office Three years (alternates serve two-year terms)

Eastside Redevelopment Board

Description The Eastside Redevelopment Board was established pursuant to the requirements of Florida Statute 163.2517 (2)(a)(b) regarding a community participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment areas. (Ord. #09-13 adopted 3/14/13)

Membership The Eastside Redevelopment Board shall consist of five (5) members: Two (2) homeowners and one (1) owner of a business located within the Eastside Neighborhood TIF District area appointed by the City Council; one (1) representative of the Eastside Neighborhood Improvement Association designated by the association; and one (1) member of City Council.

Term of Office Three years

Environmental Advisory Board

Description 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.

Membership 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.

Term of Office Two years

Fire Pension Board of Trustees

Description The Board of Trustees for the Firemen's Relief and Pension Fund oversees the administration of the Firemen's Pension Plan and investment of Pension Funds.

Membership Five members; two (2) appointed by the City Council; two (2) elected by firefighters; and one (1) appointed by other four members.

Term of Office Two years – Term limits shall not apply to Pension Board Trustees.

Fire Prevention Board of Appeals

Description The Fire Prevention Board of Appeals was established by Council ordinance as a Board of Appeals to review grievance regarding the decisions of the Fire Marshal.

Membership Five members and two alternates, appointed by the City Council. Members shall have expertise in building construction and fire safety standards. No more than one member or alternate shall be engaged in the same business profession, or line of endeavor.

Term of Office Three years

General Pension Board of Trustees

Description The General Pension Board of Trustees oversees administration of the General Pension Plan and investment of Pension Funds.

Membership Six members; three (3) are appointed by City Council and one (1) by the Council President. The remaining two (2) members are elected by employees participating in the general pension plan.

Term of Office Six years (Council appointees); Two years (Employee representatives); The Council President's appointee serves at the Council President's pleasure. Term limits shall not apply to Pension Board Trustees.

International Relations Advisory Board

Description The International Relations Advisory Board serves as a clearing house for the City with its six sister cities, international communities and organizations. The IRAB will assist elected officials and staff to coordinate contracts with international guests,

coordinate official dignitary visits with foreign offices of protocol, promote positive community relations with international trade, economic and community development through educational and cultural exchanges and serve as official ambassadors for the City with foreign dignitaries and other official international visitors.

Membership Five members, appointed by the City Council. Members are not required to be City residents.

Term of Office Two years

Parks & Recreation Board

Description The Parks and Recreation Board shall advise and make recommendations to the City Council and shall advise the Mayor's office via the Director of Parks and Recreation on matters concerning the establishment, maintenance and operation of parks and recreation within the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities.

Membership Nine members, appointed by the City Council.

Term of Office Three years

Planning Board

Description The Board advises the City Council concerning the preparation, adoption, and amendment of the Comprehensive Plan; reviews and recommends to Council ordinances designed to promote orderly development as set forth in the Comprehensive Plan; hears applications and submits recommendations to Council on the following land use matters: proposed zoning changes, proposed amendments to zoning ordinance, proposed subdivision plats and proposed street/alley vacations. Board initiates studies on the location, condition, and adequacy of specific facilities of the area, i.e., housing, parks, public buildings. Board schedules and conducts public meetings and hearings pertaining to land development and hears variance requests within the Gateway Redevelopment District and the Waterfront Redevelopment District.

Membership Seven members, appointed by the City Council.

Term of Office Two years

Police Pension Board of Trustees

Description The Board of Trustees of the Police Officer's Retirement Fund oversees the administration of the Police Pension Plan and investment of Pension Funds.

Membership Five members; two (2) appointed by City Council; two (2) elected by police officers; one (1) appointed by other four members.

Term of Office Two years -- Terms limits shall not apply to Pension Board Trustees.

Urban Core Redevelopment Board

Description The Urban Core Redevelopment Board was established pursuant to the requirements of Florida Statute 163.2517 (2)(a)(b) regarding a community participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment areas.

Membership The Urban Core Redevelopment Board shall consist of members appointed by the City Council. One member shall be a member of City Council. The following areas shall each have a member representing it on the Board: Belmont DeVilliers Area (one seat); Central Business Area (one seat); East Hill Area (one seat); Gateway Area (one seat); Historic District – Aragon Area (one seat); Long Hollow Area (one seat); North Hill Area (one seat); Old East Hill Area (one seat); Tanyard Area (one seat); Waterfront Area (one seat). Members appointed to these seats shall be residents or owners or operators of businesses located within the Urban Core CRA neighborhood in which they represent. No member shall be a paid employee of the City. No Area may be represented by more than one member at a time; should no eligible person be identified to serve for a particular Area, then that seat shall remain empty until such time as an eligible person is appointed to serve.

Term of Office Three years

Westside Redevelopment Board

Description The Westside Redevelopment Board was established pursuant to the requirements of Florida Statute 163.2517 (2)(a)(b) regarding a community participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment areas. (Ord. #33-14 adopted 9/11/14)

Membership The Westside Redevelopment Board consists of seven (7) members: Six (6) members who are redevelopment area residents, members of area neighborhood

associations, or owners or operators of businesses located in the redevelopment area; and one (1) member of City Council.

Term of Office Three years

Zoning Board of Adjustment

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

Membership Nine members, appointed by the City Council. Members must be residents or freeholders of the City.

Term of Office Three years

GENERAL OPERATING PROCEDURES

Selection of a Chairperson

The Chairperson (Chair) of any board is crucial to an efficiently run meeting. The board shall elect a chairperson and vice-chairperson from among its members on an annual basis. A nomination of a board member will be made, an affirmative vote of a majority of the existing membership is necessary for approval.

Powers of the Chairperson

The chair is responsible for conducting the meeting and acting as liaison between staff and the board. The chair also has the power to limit discussion during the meeting to the main issue under consideration and to end debate when it ceases to be productive. The presiding officer has the right to make and second motions, participate in debate and vote on all matters before the board. Robert's Rules of Order will be used as a guide for parliamentary procedures by all boards.

Attendance

At the beginning of each meeting, roll call shall be taken and absences noted. In order to be an effective board, regular attendance by the members is expected. The following governs attendance at meetings:

- (a) Regardless of the meeting frequency of the board, no member shall miss in excess of 25% of the boards meetings within a twelve (12) month period ~~When a member has been absent for three (3) or more meetings within a six (6) month period (for boards meeting monthly) or two (2) meetings within a twelve (12) month period (for boards meeting quarterly),~~ attendance information shall be communicated to the Council Executive by the Board Chair or city staffing member of that board. The Council Executive will contact the board member to ensure their status and desire to remain on the board has not changed and to ascertain the reasons for the absences. This information will be relayed to City Council who may, at their discretion, treat such absences as the member's resignation.
- (b) Resignations shall be submitted, in writing, to the City Clerk and Council Executive. Resignations shall be effective when submitted or on the date requested by the board member to become effective. Upon notice of vacancy, the City Clerk will follow the normal process for filling a vacancy.

Voting and Quorum

A majority of the existing membership as designated by Ordinance or Council Action shall constitute a quorum for the transaction of business. For each board meeting, the determination of a quorum should follow immediately after the roll call. If there is not a quorum present, the Chair can call the meeting to order, announce the absence of a

quorum and share information without formal action, pending the establishment of a quorum or adjourn the meeting.

For an item to pass, it must obtain the affirmative vote of the majority of the existing membership of the board. In accordance with guidance from the Attorney General's Office, if a board member is present (within the building) and no conflict of interest exists, the board member must cast a vote on items coming before them.

Vote results should be announced and recorded in a way that reflects the vote of those present. For example, if 5 board members are present on a 7-member board, the results should reflect that the item passes 5-0 with two members absent. It should not be reflected as the item passes unanimously, as not all members were present. If all members are present and an item passes 7-0, then a unanimous result is appropriate.

PUBLIC INPUT AND PARTICIPATION

All meetings of Boards must be open to the public. All boards shall allow for full and ample opportunities to receive public input at board meetings. The public shall be afforded a reasonable opportunity to provide input on any agenda item or action item prior to a vote or action being taken. In addition, there shall be an Open Forum opportunity for members of the public to provide input on items not on the agenda, in a reasonable and orderly manner.

RULES AND PROCEDURES

Each board will have a set of rules and procedures which have been approved by the City Council, these rules and procedures will supersede any existing rules, guidelines, or bylaws. Any proposed amendments to the rules and procedures must be approved by the City Council before becoming effective. When an issue arises that the boards rules and procedures are silent on, the City Council rules and procedures shall take precedence.

CODE OF ETHICS

All board members shall be subject to the Code of Ethics established and incorporated by Chapter 2-6 of the Code of Ordinances of the City, as amended from time to time, and as authorized by the Charter of the City and contemplated by Sec. 2-6-3 of the Code of Ordinances. Further, board members shall be provided with annual ethics and Sunshine Law training by a member of Council staff or the City Attorney's Office.

REMOVAL OF BOARD MEMBERS

Removal of board members shall be in accordance with Florida Statute Sec. 112.501 and/or the policy and procedures set forth by the City Council.

PENSACOLA IN THE SUNSHINE

Florida's Government in the Sunshine Law provides a right of access to governmental proceedings at both the state and local levels. The law is equally applicable to elected and appointed Boards and has been applied to any gathering of two (2) or more members of the same Board to discuss some matter which will foreseeably come before that Board for action. There are three basic requirements of §286.011, Florida Statutes:

1. Meetings of public Boards and Commissions must be open to the public;
2. Reasonable notice of such meetings must be given; and
3. Minutes of the meeting must be taken.

The law applies to elected and appointed Boards of any government agency in the state of Florida. It equally binds advisory boards whose powers are limited to making recommendations to a public agency and which possess no authority to bind that agency.

Even though an Advisory Board must submit their recommendations for review by an elected body it does not exempt them from the provisions of this law.

Meetings are defined as any gathering whether formal or casual of two (2) or more members of the same Board to discuss some matter on which foreseeable action will be taken by the public board. This rule extends to telephone conversations and e-mail communication, and even instant messaging conversations, whether on person or public devices. This can extend further to a casual lunch between two (2) members of a Board – if they discuss some issue that the appointed body to which they belong, that lunch becomes a public meeting and is subject to all the provisions of the Sunshine Law.

While this may seem very restrictive, it is not the case. Appointed members of Boards must remain aware of with whom they are communicating and what is being discussed. The safest course of action is to avoid discussion about matters that will come before the advisory body, with other members of the body, except when attending a meeting of that body. Should questions arise about this law, contact staff with your concern.

CONFLICT OF INTEREST

Generally, a conflict of interest exists when a board member influences a decision of the board that will (or has the potential to) materially affect the individual's financial interest. Questions involving conflicts of interest are each unique unto themselves, and each potential conflict must be considered individually in order for proper legal guidance to be given. Any Board member who has a question concerning a possible conflict of interest may contact the City Attorney's Office or a private attorney, and should do so immediately.

DEFINITIONS

Breach of public trust –

A violation of a provision of the State Constitution or Florida Statutes which establishes a standard of ethical conduct, a disclosure requirement, or a prohibition applicable to public officers or employees in order to avoid conflicts between public duties and private interests.

Business Associate –

Any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venture, co-owner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

Conflict or conflict of interest –

A situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

Material interest—

A direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of this act, indirect ownership does not include ownership by a spouse or minor child.

Public Officer –

Any person elected or appointed to hold office in any agency, including an advisory body.

Relative –

Means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, or wife.

Section 112.3143(3)(a), Florida Statute, prohibits a county, municipal or other local public officer from voting on any measure which inures to his or her special private gain or loss; which the officer knows would inure to the special private

gain or loss of any principal or parent organization or subsidiary of a corporate principal, other than a public agency, by who he or she is retained; or which the officer knows would inure to the special private gain or loss of a relative or business associate of the officer. An exception exists for a commissioner of a community redevelopment agency created or designated pursuant to Sec. 163.356 F.F. or Sec 163.357 F. S. or an officer of an independent special tax district elected on a one-acre, one-vote basis. Section 112.3143(3) (b), F.S.

Florida law requires that all persons appointed to boards disclose any financial interests they have by filing disclosure forms and must abstain from participating in any matters before their board that may have an impact on their financial interest. In effect, if a board member does business with a person or business coming before the board, it is essential for that member to not participate in the proceedings, or the individual will be in violation of the law. In addition, members of boards are required to abstain from voting when a conflict of interest is involved. This means that they may not vote on any matter which may have an impact on themselves, a family member, or someone who retains their services.

When an individual abstains from voting, a voting conflict form 8B provided by the City, must be completed and returned within 14 days after the vote occurs. This form must be attached to the official minutes of the meeting.

If you believe you have a possible conflict of interest in any matter before your advisory body, contact the City Attorney's officer or City Clerk's office before taking any official action on the matter where the conflict may exist.

STEPS TO RESOLVE A CONFLICT OF INTEREST

Notwithstanding the provision of Sec. 112.3143, Florida Statutes, or subsequent superseding legislation, a board member required to abstain from a vote by Florida law shall make his or her disclosure at the commencement of the discussion of the conflicted item and shall not participate in the discussion. The board member must complete a FORM 8B and submit it to the City Clerk's Office within 15 days of the abstention. The requirement for board members to vote, minus a required abstention, shall be consistent with Attorney General's opinions regarding this matter.

Who Must File Form 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, committee or task force. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

1. You must complete and file Form 8B (before making any attempt to influence the decision) with the person responsible for recording the minutes or the meeting, who will incorporate the form in the minutes.
2. A copy of the form must be provided immediately to the other members.
3. The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.

- You must complete Form 8B and file it within 14 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

EXPECTATIONS FOR BOARD MEMBERS

Citizen input on City programs and services are vital to ensuring their relevance, efficiency and effectiveness to the community. Using citizen Boards on various issues is an important way for the City Council and City of Pensacola administration to receive and consider citizen input.

Serving on a City of Pensacola Board is always challenging and rewarding. The information given below should help board members understand some of the expectations the City of Pensacola has for them in their respective roles.

1. Every member has a valuable contribution to make and each member should respect and consider each other's input in a particular subject. Boards are expected and encouraged to respect the diversity of opinions of each member.
2. Members are expected to seek out and consider input from citizens interested in an issue or parties impacted by actions of the body prior to making a final determination on an issue.
3. Boards represent the City of Pensacola and the Pensacola City Council, in their appointed roles. All members are expected to conduct themselves in a manner that demonstrates **respect, integrity, teamwork, and competence**.
4. Members should periodically take the time to set realistic and achievable goals and allow enough time to do a good job on each issue.
5. Board members are asked to regularly attend all meetings. Members should notify staff prior to the meeting about potential absences.
6. All persons involved in Boards should treat each other with fairness and respect. Interactions between Board members and City staff not meeting this standard should be brought to the attention of the Council Executive.
7. Board members are expected to stay within the guidelines and roles set forth for their particular board.

EXPECTATIONS FOR BOARD CHAIRPERSONS

Chairpersons of Boards have several important responsibilities, which are essential to the effectiveness of the respective group. These responsibilities include:

1. Conduct meetings in an efficient manner, focusing on the issues relevant to the functions and mission.
2. Regulate and facilitate discussion among board members to ensure that all viewpoints are represented. Give each member the opportunity to express ideas and/or concerns on issues that are being considered by the Board.
3. Provide an opportunity for the public to be heard both during the open forum portion of the meeting and prior to a vote being taken on any given item.
4. Ensure compliance with the “Government in the Sunshine” laws.
5. Ensure compliance with appropriate rules and procedures.
6. Assist in orienting new board members about the function, role and mission of the board.
7. Assist in mediating conflicts or disputes between members during meetings.
8. Serve as primary contact with staff.

OTHER MEETING GUIDELINES WHEN DISCUSSING ISSUES

1. When an item or topic is first introduced or a main motion is made, allow all questions for information purposes to be asked before opening to debate.
2. Discourage the repetition of arguments. Attempt to call on people that have not yet spoken before those who have already spoken. Discourage dialogues that start up between two individuals in debate. Members are not recognized to speak but through the Chairperson.
3. If debate carries on too long, impose time limits on speakers.

MEETING PROCEDURE

It is important that all organizations have underlying organizational structure and procedures. Robert's Rules of Order will be a guide for all boards. The guidelines below provide guidance for members and the general public. Some City boards currently use a similar format that is given below. This list has been created to provide a framework for board procedures:

The following three (3) points are always in order:

1. **Point of Order:** a question about process, or objection and suggestion of alternative process. May include a request for the facilitator to rule on process. Can only be called by a Board member.
2. **Point of Information:** a request for information on a specific question, either about process or about the content of a motion. This is not a way to get the floor to say something you think people should know.
3. **Point of Personal Privilege:** a comment addressing a person need – a direct response to a comment defaming one's character, a plea to open the windows, etc.

MOTIONS

All motions must be seconded and are adopted by a majority vote of the existing membership of the board. All motions may be debated unless otherwise noted. Motions are in order of precedence: motions may be made only if no motion of equal or higher precedence is on the floor (i.e. don't do a number 5 (move to end debate) when the body is discussing a number 4 (move to suspend rules)).

1. **Motion to Adjourn:** not debatable; goes to immediate majority vote. If all business has concluded, the Chairperson may adjourn the meeting without a motion.
2. **Motion to Recess:** not debatable. May be for a specific time.
3. **Motion to Appeal the Facilitator's Decision:** Not debatable; goes to immediate vote and allows the body to overrule a decision made by the chair.
4. **Motion to Suspend the Rules:** suspends formal process for dealing with a specific question. Debatable; requires simple majority vote.
5. **Motion to End Debate and Vote or Call the Question:** applies only to the motion on the floor. Not debatable; requires simple majority vote.
6. **Motion to Extend Debate:** can be general, or for a specific time or number of speakers. Not debatable.
7. **Motion to Amend:** must be voted for by a majority to be considered and by a simple majority to be passes: If amendment is accepted as "friendly" by the proposer of the amendment then many bodies will allow it to be accepted without formal vote; this is a way of including a consensus-building process into procedure without endless debate over amendments to amendments. Strictly speaking, however, once the main motion is made it is the property of the body to amend.
8. **Main Motion:** what it is you're debating and amending.
9. **Voice Vote:** The form of voting on a motion by which the Chairperson asks those in favor to respond to the motion in question by saying "aye" and then asks those opposed to the motion to say "no." If the "ayes" have the majority, the Chairperson will state that the motion has passed. If the prevailing side is negative, the Chairperson will state that the motion has failed. The vote should be announced and recorded according to the number of members present. (I.e. If 5 members of a 7-member board are present and a motion passes 5-0, the vote should be recorded as passing 5-0 with two (2) absent).
10. **Roll Call Vote:** The form of voting on a motion by which the Chairperson request staff to conduct a vote by calling the roll. Each member answers as their name is called and staff records their vote. An entry must be made in the minutes of each member and how they voted. This method of voting is very time consuming and is not normally used.

HELPFUL LINKS

City of Pensacola website, calendar, forms, information:

www.Cityofpensacola.com

Code of Ordinances and Land Development Code:

www.municode.com

State of Florida Ethics

www.ethics.state.fl.us



Memorandum

File #: 22-00800

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

HURRICANE SALLY CATHODIC PROTECTION REPAIRS

RECOMMENDATION:

That City Council award Bid #22-045 Cathodic Protection Repairs to Hewes and Company, LLC with a base bid of \$2,085,000.00 plus a 10% contingency in the amount of \$208,500.00. 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:

As a result of Hurricane Sally, the cathodic protection systems for the steel bulkhead seawalls for the City of Pensacola were damaged and require repairs. Locations include: Commendencia Slip Seawall Waterside, Plaza de Luna Park Seawall Waterside, Palafox Marina Seawall Waterside, Baylen Street Marina Seawall Waterside, and Community Maritime Park Seawall Waterside.

Bids came in higher than the original Project Worksheet (PW) amount. Since this is considered a large project by FEMA, it is expected that the additional cost will be covered by FEMA, provided that the work completed adheres to the scope outlined in the PW.

PRIOR ACTION:

NA

FUNDING:

Budget:	\$2,141,325.00	Federal FEMA 90% Funding - Natural Disaster Fund
	118,962.50	State FDEM 5% Funding - Natural Disaster Fund
	<u>118,962.50</u>	City of Pensacola 5% Funding
	\$2,379,250.00	TOTAL
Actual:	\$2,085,000.00	Contract
	208,500.00	10% Contingency

80,750.00	Construction Management/Engineering (estimate)
<u>5,000.00</u>	Misc. (estimate)
\$2,379,250.00	TOTAL

FINANCIAL IMPACT:

FEMA has obligated a PW in the amount of \$2,010,354 with 90% provided by the Federal Emergency Management Agency (FEMA), 5% provided by the Florida Division of Emergency Management (FDEM) and the remaining 5% from the City of Pensacola. At the end of Fiscal Year 2022, \$2.55 million of Fund Balance within the General Fund was assigned to ensure the City has sufficient funds for the required 5% match for Hurricane Sally projects. Since this is a large project, upon closeout the City will request additional funds from FEMA and FDEM based on actual project cost.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

NA

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Amy Tootle, Director - Public Works & Facilities Department
James W. Cook, Assistant Director - Public Works & Facilities Department

ATTACHMENTS:

- 1) Bid Final Vendor Reference List
- 2) Bid22045 Cathodic Protection Repairs - Tabulation of Bids

PRESENTATION: No

Submittal Due Date: 07/25/22

Bid No.: 22-045

FINAL VENDOR REFERENCE LIST
CATHODIC PROTECTION REPAIRS
PUBLIC WORKS

Vendor Name	Address	City	St	Zip Code	SMWBE
000641 ALLIED CORROSION INDUSTRIES	1550 COBB INDUSTRIAL DRIVE NE	MARIETTA	GA	30065	
051492 BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	Y
080716 CDG ENGINEERS & ASSOCIATES LLC	1829 E THREE NOTCH STREET	ANDALUSIA	AL	36420	
042045 CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	Y
025200 CLASSIC CITY MECHANICAL INC	P O BOX 180	WINTERVILLE	GA	30683	
045488 CORRPRO COMPANIES INC	2195 EASTVIEW PARKWAY STE 100	CONYERS	GA	30013	
083364 EMC DIVERS INC	1248 TURNBULL BAY RD	NEW SMYRNA BEACH	FL	32168	
074355 GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
074827 GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
052866 HEWES & COMPANY LLC	251 AMBER STREET	PENSACOLA	FL	32503	Y
054973 INLAND CONSTRUCTN & ENGINEERNG INC	309 EAST 11TH STREET	PANAMA CITY	FL	32401	
081897 LIVEFLYER INC	647 MILL ROAD	CARRABELLE	FL	32322	
058839 MILLER PIPELINE LLC	1853 RELIABLE PARKWAY	CHICAGO	IL	60686	
060344 PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
071568 PIPING & CORROSION SPECIALTIES INC	8371 JUMPERS HOLE ROAD	MILLERSVILLE	MD	21108	
058753 SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
081798 UNDERWATER MECHANIX SVCS LLC	1004 EASTPORT ROAD	JACKSONVILLE	FL	32218	
043284 VORTEX MARINE CONSTRUCTION INC	LIVINGSTON STREET PIER	OAKLAND	CA	94606	
042739 WESTON SOLUTIONS	PO BOX 538253	ATLANTA	GA	30353	

Vendors: 19

TABULATION OF BIDS

BID NO: 22-045

TITLE: CATHODIC PROTECTION REPAIRS

SUBMITTALS DUE: July 25, 2022, 2:30 P.M. DEPARTMENT: Public Works	HEWES & COMPANY, LLC Pensacola, FL	CORRPRO COMPANIES Conyers, GA
Base Bid	\$2,085,000.00	\$2,250,034.00



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00872

City Council

9/15/2022

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 space assignment rates to market rates based on industry comps
- Increase pilot boat rates to market rates based on industry comps
- Increase potable water rates to market rates based on industry comps
- Increase vessel dockage fee rates to current GSMTC rates
- Increase security fee rates to current GSMTC rates

PRIOR ACTION:

November 18, 2021 - City Council approved an administrative revision regarding the Gulf Seaports Marine Terminal Conference as well as increases in rates for the following: vessel dockage fee rates.

Further, City Council authorized the Mayor to amend Port of Pensacola Terminal Tariff No. 5A to reflect the changes.

FUNDING:

N/A

FINANCIAL IMPACT:

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

CITY ATTORNEY REVIEW: Yes

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Clark Merritt, 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: October 1, 2022

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

Issued by:

Clark Merritt
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: October 1, 2022

PORT TERMINAL TARIFF 5-A

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312	Cotton or Cotton Linters	54	July 1, 2019	1 st Revised
314	Iron and Steel Articles	54	July 1, 2019	2 nd Revised
316	Lime	55	July 1, 2019	1 st Revised
318	Lumber, Veneer or Forest Products	55	July 1, 2019	2 nd Revised
320	Magnesite, - Dead Burnt or Calcined	56	July 1, 2019	1 st Revised
322	Metal or Alloy	56	July 1, 2019	1 st Revised
324	Paper and Paper Articles, Wood Pulp	56	July 1, 2019	2 nd Revised
326	Rubber	56	July 1, 2019	1 st Revised

328	Vegetable Oils	57	July 1, 2019	1 st Revised
330	Vehicles	57	July 1, 2019	1 st Revised
	<u>SECTION FOUR:</u> GENERAL CHARGES			
400	Dockage Rates	58	October 1, 2022	11 th Revised
404a	Franchise Fees – Handling General License	59	July 1, 2019	2 nd Revised
404b	Franchise Fees – Stevedores	59	July 1, 2019	2 nd Revised
408	Harbor Fees	60	July 1, 2019	1 st Revised
410	Line-Handling	60	July 1, 2019	2 nd Revised
412	Pilot Boat Fees	60	October 1, 2022	2 nd Revised
420	Passenger Wharfage Rates	60	July 1, 2019	2 nd Revised
426	Railcar Shunting	61	July 1, 2019	2 nd Revised
428	Railcar Storage	62	June 23, 2007	Original
429	Rail Track Usage & Maintenance Fee	63	July 1, 2019	Original
430	Schedule of Miscellaneous Labor Rates and Rental Charges	63	July 1, 2019	2 nd Revised
434	Security Surcharge	64	October 1, 2022	10 th Revised
436a	Item Previously Deleted / Number Reserved	65		
436b	Storage Charges – For All Commodities	65	July 1, 2019	4 th Revised
440	Water	65	October 1, 2022	5 th Revised
442	Water Hose Rental	66	October 1, 2022	3 rd Revised
	<u>SECTION FIVE:</u> CONTAINERS			
500	Container Point-of-Rest	67	September 15, 2005	Original
502	Handling of Containers	67	September 15, 2005	Original
504	Interim Parking Area	67	September 15, 2005	Original
506	Marshaling Yard	67	September 15, 2005	Original
508	Receiving or Delivering Containers	67	September 15, 2005	Original
510	Re-Handling Containers	67	September 15, 2005	Original
512	Relocation of Empty Containers	67	September 15, 2005	Original
514	Segregation of Containers	68	September 15, 2005	Original
516a	Receiving of Containers - From Inland Carrier	68	September 15, 2005	Original
516b	Receiving of Containers – Having Damage or Variances...	68	September 15, 2005	Original
518	Delivery of Container to Inland Carrier	68	September 15, 2005	Original
520	Transfer of Containers Between Vehicular Conveyances	68	September 15, 2005	Original

522	Containers Loaded in Excess of Rated Capacity	68	September 15, 2005	Original
524	Charges for Container Services During Other-Than-Normal Working Hours	69	September 15, 2005	Original
528a	Free Time – Import Containerized Traffic	69	September 15, 2005	Original
528b	Free Time – Export Containerized Traffic	69	September 15, 2005	Original
532	Rates and Charges; Containerized Traffic	70	July 1, 2019	2 nd Revised
534	Container Storage	71	July 1, 2019	2 nd Revised
<u>SECTION SIX:</u> FOREIGN TRADE ZONE NO. 249				
600	Role of the Port of Pensacola	72	July 1, 2019	1 st Revised
602	Site Descriptions	72	February 1, 2021	1 st Revised
604	Zone Schedule Incorporated by Reference	72	September 15, 2005	Original
606	Operator Required	72	September 15, 2005	Original
608	Payment of Charges	73	September 15, 2005	Original
<u>APPENDIX A:</u> STEVEDORE FRANCHISE LICENSE AND FREIGHT HANDLING PERMIT				
I	Stevedore License or Freight Handling Permit – General	A	September 15, 2005	Original
II	Application for Stevedore License or Freight Handling Permit	A	September 15, 2005	Original
III	Consideration	B	September 15, 2005	Original
IV	Issuance of License or Permit and Renewals	B	September 15, 2005	Original
V	Fees	D	July 1, 2019	1 st Revised
VI	Stevedore License and Freight Handling Permit Renewal Application Policy	D	September 15, 2005	Original
VII	Stevedore & Freight Handling Insurance	D	September 15, 2005	Original
	<u>APPLICATION</u>	i	July 1, 2019	1 st Revised

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Port Terminal Tariff 5-A

SECTION ONE – DEFINITIONS

ITEM #:	DEFINITION
100	<p data-bbox="293 407 1515 478">GULF SEAPORTS MARINE TERMINAL CONFERENCE (Effective: April 25, 2016)</p> <p data-bbox="293 485 1515 621">GULF SEAPORTS MARINE TERMINAL CONFERENCE FEDERAL MARITIME COMMISSION AGREEMENT NO. 224-200163 APPROVED DECEMBER 2, 1988 PARTICIPATING MEMBERS:</p> <ol data-bbox="342 663 1515 1402" 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 data-bbox="293 1444 1515 1619">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 data-bbox="293 1654 1515 1856"><u>SHIPPER'S REQUESTS AND COMPLAINTS:</u> 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: right;">Bill Inge, Conference Chairman c/o Alabama State Port Authority P.O. Box 1588 Mobile, AL 36633</p>
102	<p>AGENT OR VESSEL AGENT (Effective: September 15, 2005)</p>
	<p>The party or entity which submits the application for berth.</p>
104	<p>APRON, APRON WHARF, WHARF APRON (Effective: September 15, 2005)</p>
	<p>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.</p>
106	<p>ARRIVAL DATE; DATE OF ARRIVAL; ARRIVAL (Effective: September 15, 2005)</p>
	<p>The date and time at which a vessel arrives at the Port of Pensacola and is moored at her berth.</p>
108	<p>BERTH (Effective: September 15, 2005)</p>
	<p>The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked.</p>
110	<p>BONDED STORAGE (Effective: September 15, 2005)</p>
	<p>Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by United States Customs.</p>
112	<p>CHECKING (Effective: September 15, 2005)</p>
	<p>The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.</p>
114	<p>CONTAINER (Effective: September 15, 2005)</p>
	<p>A standard (I.S.O.) seagoing container 20 feet in length or over.</p>
116	<p>DAY (Effective: September 15, 2005)</p>
	<p>A consecutive 24-hour period or fraction thereof.</p>
118	<p>DOCKAGE (Effective: September 15, 2005)</p>
	<p>The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.</p>
120	<p>END OF SHIP'S TACKLE (Effective: September 15, 2005)</p>

	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)		
	<u>TO FIND</u>	<u>GIVEN</u>	<u>MULTIPLY</u>
	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)		
	<u>Measure</u>	<u>Metric Equivalent</u>	
	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	
	<u>Measure</u>	<u>English Equivalent</u>	
	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.

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.

	<p><u>ENTERING</u> the Port: If the driver of a vehicle refuses to permit a search, access will be denied.</p> <p><u>EXITING</u> 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.</p> <p><u>PROHIBITED ITEMS:</u></p> <p>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.</p> <p>EXCEPTIONS:</p> <ul style="list-style-type: none"> • <u>FIREARMS:</u> (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. • <u>ALCOHOLIC BEVERAGES:</u> 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	<p>ACCESS - TO RECORDS (Effective: September 15, 2005)</p>
	<p>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.</p>
201	<p>ADMINISTRATION (Effective: September 15, 2005)</p>
	<p>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.</p>
202	<p>ANCHORAGE (Effective: September 15, 2005)</p>
	<p>Pensacola Bay offers a safe natural harbor with good holding ground.</p>

203	<p>ANCHORAGE, TURNING BASIN AND CHANNEL (Effective: September 15, 2005)</p>
	<p>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.</p>
205	<p>BERTH ASSIGNMENTS (Effective: May 1, 2014)</p>
	<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</p>

	<p>(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</p>

	<p>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>
208h	<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 documents as may be necessary to ensure correct assessment of terminal charges and to develop statistical records.</p>
<p>210</p>	<p>CARGO STATEMENT/SHIPS' MANIFESTS (Effective: July 1, 2019)</p>
	<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</p>

	<p>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	<p>CHANGE OF LOCATION OF VESSELS (Effective: September 15, 2005)</p>
	<p>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.</p>
212	<p>CHANGE OF OWNERSHIP (Effective: September 15, 2005)</p>
	<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	<p>COLLISION (Effective: May 1, 2014)</p>
	<p>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.</p>
214	<p>COMPLIANCE WITH GOVERNMENTAL REGULATIONS (Effective: September 15, 2005)</p>
	<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	<p>CRANE OPERATIONS ON PORT PROPERTY (Effective: September 15, 2005)</p>
	<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	<p>DELIVERY ORDERS (Effective: September 15, 2005)</p>
	<p>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.</p>
219	<p>DEMURRAGE OR DETENTION (Effective: September 15, 2005)</p>
	<p>The Port of Pensacola is not responsible for any delays, detention or demurrage on railcars, vessels, or trucks.</p> <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>
220	<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: <ol style="list-style-type: none"> a. Less than one-half foot (1/2'), discard. One-half foot (1/2') or more, increase to the next whole figure. 4. When a vessel is shifted directly from one wharf (berth) to another wharf (berth), the total time at such berths will be considered together in computing the dockage charge. 5. Dockage rates are assessed each 24-hour period or fraction thereof. 6. Unless advised to the contrary in advance of docking, dockage on river barges will be assessed against the owner of the cargo.
<p>221b</p>	<p>DOCKAGE – DURATION</p>

	<p>(Effective: September 15, 2005)</p> <p>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.</p>
221c	<p>DOCKAGE – UNAUTHORIZED (Effective: September 15, 2005)</p> <p>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.</p>
221d	<p>DOCKAGE – VESSELS EXEMPT FROM (Effective: September 15, 2005)</p> <p>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.</p>
222	<p>DOCK RECEIPTS (Effective: September 15, 2005)</p> <p>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.</p> <p>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.</p>
224	<p>EMERGENCY SHIP MOVEMENT POLICY (Effective: July 1, 2019)</p> <p>TO MASTERS, PILOTS, TOWBOAT COMPANIES, STEAMSHIP AGENTS, VESSEL OWNERS OR CHARTERERS AND ALL OTHER CONCERNED PARTIES:</p> <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 Response Center (NRC) hotline at (800) 424-8802. If spillage is considerable, all cargo operations within the port must stop immediately and vessels prepared to undock. 3. All vessels will undock and proceed to anchorage or open sea when so ordered by the Port Director in the event of: <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;

4. Tugboats proceeding to a vessel laden with petroleum, chemicals, explosive or other dangerous cargoes and/or through a spill composed of such products floating on the water surface will stop all smoking on board, put out cooking fires, burners, pilot lights and extinguish all open lights or flames.
5. Vessels discovering fire on board or on shore will sound repeated long whistle-blast signals and use every other available means to report the fire to shore side personnel. The Security Division of the Port of Pensacola monitors Channel 16 (156.8 MHz) for emergency calls.
6. Emergency vessel movements will be made with able sea watches and without waiting for the return of its other ship's personnel when necessary to protect life and property (reference [ITEM 288d](#)).

225 ENVIRONMENTAL MATTERS
(Effective: October 20, 2009)

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

NATIONAL RESPONSE CENTER (NRC):
(Effective May 1, 2014)

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

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

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

<u>Berth #</u>	<u>Depth</u>	<u>Length</u>	<u>Apron</u>	<u>Rail</u>	<u>Use</u>
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: October 1, 2022)					
	<p>The Port Director has the authority to grant nonexclusive space assignments for use of harbor lands to assignees on the following terms and conditions.</p> <p>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.</p> <p>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.</p> <p>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</p>					

for the space assignment rates noted below and shall, instead, be subject to Storage Charges as outlined in [ITEM 436b](#) after expiration of free time.

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

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

Charges for space assignments are:

Type of Area	Cents per Sq. Ft. (Per 30-day Period)
Covered Area	\$ 0.60
Uncovered Area	\$ 0.50
Minimum Charge	\$500.00

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)									
	<p>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.</p> <p>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.</p> <p>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.</p> <p>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).</p>									
228b	FREE TIME - DISPOSITION OF CARGO AFTER EXPIRATION OF (Effective: September 15, 2005)									
	<p>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.</p> <p>All such cargo remaining on Port property will be assessed storage charges in accordance with the applicable rates published in this Tariff.</p>									
228c	FREE TIME (Effective: July 1, 2019)									
	<p>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:</p> <table border="1" data-bbox="246 1543 1539 1724"> <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	<p>FREE TIME - AND STORAGE DURING WORK STOPPAGE OR INTERRUPTION (Effective: September 15, 2005)</p>
	<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"> 1. Free time will cease at 0700 hours on the day after a work stoppage occurs. Free time will commence or resume at 0700 hours on the day after a work stoppage officially ends. 2. Cargo on hand will be assessed storage charges prorated for that period of time of the work stoppage. Credit for unused time will be deducted from storage charges. 3. Cargo received during a work stoppage will be received on a space-available basis only. Storage charges will commence immediately and free time will begin at 0700 hours on the day following the day of the termination of the work stoppage. 4. When the terminal facilities reach maximum capacity for efficient operations and Port safety, rail and truck operations will cease, with demurrage accruing for the account of the shipper. <p>The Port Director may waive storage charges per this ITEM if cargo is removed within ordinary free time allowed.</p>
228e	<p>FREE TIME – NON WATERBORNE CARGO (Effective: May 1, 2014)</p>
	<p>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.</p>
230	<p>FUMIGATION REQUIREMENT (Effective: September 15, 2005)</p>
	<p>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> <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>

	Under application of this Tariff, the Port of Pensacola is not obligated to provide storage for cargo that has not been scheduled with the Port Director, or which has not been transported by water to or from the Port or terminal facilities; nor is it obligated to provide facilities beyond reasonable capacity.
233	GROUND RUBBER TIRE ADDITIVES (Effective: September 15, 2005)
	The use of Ground Rubber Tire (GRT) Additives in the processing and/or production of asphalt and other materials is strictly prohibited on Port property and on or in Port facilities.
234	GUNS; EXPLOSIVES; OTHER HAZARDOUS COMMODITIES (Effective: September 15, 2005)
	Explosives and hazardous or highly-flammable commodities or material may be handled over, under, or received on the wharves or other terminal facilities of the Port of Pensacola only by special arrangement with and at the option of the Port Director. The receiving, handling or storage of such commodities shall be subject to Federal, State, Municipal, County and City of Pensacola laws, ordinances, rules and regulations. The agent or charterer of a vessel is responsible for informing the Port Director whenever a vessel plans to load, discharge or is transporting as in transit cargo any manifested cargo classified as a gun, firearm, deadly weapon, explosives, and ammunition, flammable or hazardous commodity. No action to load or discharge such cargo shall be taken without approval of the Port Director in advance. Detailed information as to the description, packaging and stowage location of explosives, flammable and hazardous materials must be provided to the Port of Pensacola to enable planning for fire protection and security watches necessary for these items.
235	HARBOR CHANNEL (Effective: September 15, 2005)
	The entrance to the main channel to Pensacola Bay is by the Caucus Channel. The channel is 500' wide at its seaward end and dredged to 35'. The approach channel to the Port of Pensacola, 300' wide with a control depth of 33', intersects Pensacola Bay in a generally northeasterly direction. The distance from sea buoy to pier is 11 miles.
236	HARBOR SAFETY (Effective: September 15, 2005)
	<ol style="list-style-type: none"> 1. Minimum bottom clearance shall be established by the Harbor Pilot prior to vessel entry or departure in consideration of weather conditions, tidal stage, vessel equipment and time of day. 2. All vessels shall establish radio communication with the Port of Pensacola prior to entry or departure and no vessel shall be permitted to enter, leave or shift berths in the Port of Pensacola jurisdictional area without the authorization of the Port Director or his duly-authorized representative. 3. All heavy oil transfer operations to or from a vessel with a heavy oil storage capacity greater than 10,000 gallons shall be required to adequately boom or seal off the area between the vessel and the dock, bulkhead or land during transfer or bunkering operations. 4. All vessels with a storage capacity to carry 10,000 gallons or more of pollutants as fuel and cargo shall maintain an adequate written ship-specific spill prevention and control contingency plan, and have on board a "discharge officer" designated in the plan.

	Published pursuant to Chapter 313.23; Chapter 376.07 and 376.071, Florida Statutes, as amended.												
237	HOLIDAYS – LIST OF (Effective: July 1, 2019)												
	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.												
	Holidays – 12 Total												
	<table border="1"> <tr> <td>New Year's Day (*)</td> <td>Labor Day (*)</td> </tr> <tr> <td>Martin Luther King's Birthday</td> <td>Veteran's Day (*)</td> </tr> <tr> <td>President's Day (*)</td> <td>Thanksgiving Day (*)</td> </tr> <tr> <td>Good Friday (*)</td> <td>Friday after Thanksgiving (*)</td> </tr> <tr> <td>Memorial Day (*)</td> <td>Christmas Day (*)</td> </tr> <tr> <td>Independence Day (*)</td> <td>Day after Christmas</td> </tr> </table>	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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	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.												
239	INTRACOASTAL WATERWAY (Effective: September 15, 2005)												
	The Gulf Intracoastal Waterway intersects Pensacola Bay. The waterway is 150' wide and 12' deep. On the intra-coastal, the Port of Pensacola is 185 miles east of Harvey Lock, Louisiana; and 51.4 miles east of the entrance to the Mobile Ship Channel.												
240	INDEMNIFICATION AND HOLD HARMLESS (Effective: September 15, 2005)												
	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 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												

	<p>(Effective January 1, 2015)</p> <p>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:</p> <p>City of Pensacola Department of Risk Management Post Office Box 12910 Pensacola, FL 32521-0063</p>
241b	<p>INSURANCE – CARGO (Effective: September 15, 2005)</p>
	<p>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.</p>
241c	<p>INSURANCE - STEVEDORES AND FREIGHT HANDLERS (Effective: September 15, 2005)</p>
	<p>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</p>

	<p>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.</p>
<p>242</p>	<p>INVENTORY, REQUIREMENTS FOR (Effective: July 1, 2019)</p> <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>
<p>243</p>	<p>LEASING OF REAL PROPERTY</p>

	<p>(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>
	<ol style="list-style-type: none"> 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.

	<p>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.</p> <p>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.</p>																		
247	<p>LOCATION (Effective: July 1, 2019)</p> <p>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.</p>																		
248	<p>LOITERING ON PREMISES (Effective: September 15, 2005)</p> <p>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.</p>																		
249	<p>LOSS CONTROL AND SAFETY (Effective: September 15, 2005)</p> <p>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.</p>																		
252	<p>MINIMUM BILLING CHARGES (Effective: October 1, 2022)</p> <table border="1"> <thead> <tr> <th>Billing Item(s)</th> <th>Minimum Charge</th> </tr> </thead> <tbody> <tr> <td>Dockage, per vessel</td> <td>\$ 275.00</td> </tr> <tr> <td>Wharfage, per shipment</td> <td>\$ 50.00</td> </tr> <tr> <td>Handling Franchise, per shipment</td> <td>\$ 15.00</td> </tr> <tr> <td>Shore Power, per vessel</td> <td>\$ 50.00</td> </tr> <tr> <td>Stevedoring Franchise, per vessel</td> <td>\$ 150.00</td> </tr> <tr> <td>Storage, per invoice</td> <td>\$ 500.00</td> </tr> <tr> <td>Water, per vessel</td> <td>\$ 75.00</td> </tr> <tr> <td>All Other Charges</td> <td>\$ 25.00</td> </tr> </tbody> </table>	Billing Item(s)	Minimum Charge	Dockage, per vessel	\$ 275.00	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	\$ 500.00	Water, per vessel	\$ 75.00	All Other Charges	\$ 25.00
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253	<p>NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) (Effective: October 20, 2009)</p> <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)</p>																		

	<p>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 activates 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>			
<p>254</p>	<p>NORMAL WORKING HOURS (Effective: September 15, 2005)</p>			
	<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>			
<p>256</p>	<p>OILY WASTE DISPOSAL/SHIPS WASTE DISPOSAL (Effective January 1, 2015)</p>			
	<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> <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 CFR154.156).</p>			
	<table border="1"> <tr> <td data-bbox="269 1703 1518 1755"> <p>OILY WASTE RECEPTION FACILITIES:</p> </td> </tr> <tr> <td data-bbox="269 1755 1518 1801"> <p>Oil Recovery Company Inc.</p> </td> </tr> <tr> <td data-bbox="269 1801 1518 1848"> <p>1101 S. Conception Street</p> </td> </tr> </table>	<p>OILY WASTE RECEPTION FACILITIES:</p>	<p>Oil Recovery Company Inc.</p>	<p>1101 S. Conception Street</p>
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<p>Oil Recovery Company Inc.</p>				
<p>1101 S. Conception Street</p>				

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:
Dockside Services Inc.	Waste Pro
2910 North Palafox Street	401 West Burgess Road
Mobile, AL 36633	Pensacola, FL 32503
PHONE: 251-438-2362	PHONE: 850-474-0800

258

PALLET RENTAL AND USAGE
(Effective: September 15, 2005)

As a non-operating, landlord port, the Port of Pensacola does not maintain available for rent or otherwise provide pallets for cargo handling operations. Licensed stevedores and cargo handlers should be prepared to provide sufficient pallets to support their operations at the Port of Pensacola. The Port expressly disclaims liability for any damages, demurrage and/or detention charges, costs, and expenses related to or arising out of any inadequate supply of pallets for cargo-handling operations at the Port. Each user (reference [ITEM 164](#)) of the Port whose use of Port facilities for cargo-handling operations causes or gives rise to damages, demurrage and/or detention charges resulting from an inadequate supply of pallets agrees to defend, indemnify and hold harmless the Port from and against any and all such damages, demurrage and/or detention charges, costs and expenses, including attorney's fees related thereto.

259	PERMIT AND FRANCHISE FEES (Effective: July 1, 2019)										
	Except as published in ITEMS 404a and 404b , the Port of Pensacola does not require the payment of a permit or franchise fee for the privilege of conducting business on Port property. Any person, firm, or business desiring to conduct business at the Port of Pensacola must obtain a Business Tax Receipt (business license) issued by the City of Pensacola before engaging in any commercial activity at the Port.										
260	PILOT SERVICE (Effective: October 20, 2009)										
	PENSACOLA BAY PILOTS provide 24-hour service for all vessels entering or leaving the Port of Pensacola. For information concerning pilotage rates, contact:										
	<table border="1"> <thead> <tr> <th><u>Pilot Service</u></th> <th><u>Pilot Name</u></th> <th><u>Phone No.</u></th> </tr> </thead> <tbody> <tr> <td>Pensacola Bay Pilots</td> <td>Capt. Brian McGee</td> <td>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				
<u>Pilot Service</u>	<u>Pilot Name</u>	<u>Phone No.</u>									
Pensacola Bay Pilots	Capt. Brian McGee	850-481-4222									
261	POTABLE WATER (Effective: September 15, 2005)										
	All berths have or are accessible to pipeline hose connections for potable water (ITEM 440).										
262	PROJECT CARGO RATES AND RATES FOR SPECIAL SERVICES (Effective: September 15, 2005)										
	Project rates and rates for special services not covered in this Tariff will be quoted upon request by the Port Director or designated stevedore or freight handler, if applicable.										
264	RADIO EQUIPMENT (Effective: September 15, 2005)										
	The following radio channels are designated for radio communication at the Port of Pensacola:										
	<table border="1"> <thead> <tr> <th><u>Radio Channel</u></th> <th><u>Use</u></th> </tr> </thead> <tbody> <tr> <td>Channel 10</td> <td>Commercial</td> </tr> <tr> <td>Channel 12</td> <td>Port Operations</td> </tr> <tr> <td>Channel 14</td> <td>Port Operations</td> </tr> <tr> <td>Channel 16</td> <td>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
<u>Radio Channel</u>	<u>Use</u>										
Channel 10	Commercial										
Channel 12	Port Operations										
Channel 14	Port Operations										
Channel 16	International Distress, Safety & Calling										
265a	RESERVED (Effective: July 1, 2019)										
265b	RAILCARS - PLACING, LOADING AND UNLOADING (Effective: September 15, 2005)										
	Each freight handler will communicate directly with the delivering rail carrier and/or shippers/consignees regarding the placement of loaded railcars at the Port, the pickup of empty railcars from the Port and the loading and unloading of railcars at the Port. Each freight handler will be responsible for all railcar traffic functions (excluding shunting of railcars within Port facilities, see ITEMS 208c and 426) for all cargo it handles including, but not limited to receipt, handling and payment of demurrage bills.										
266	RAILROADS (Effective: September 15, 2005)										
	The Port of Pensacola facilities are served by the CSX Transportation Inc. (CSX) and Burlington Northern Santa Fe (BNSF) and Alabama Gulf Railroad (AGRR) by reciprocal switching arrangements.										

267	<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 transited 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.
270	<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>
271	<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>
272	<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>
273	<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	<p>SPECIAL SERVICES (Effective: September 15, 2005)</p> <p>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.</p>
275	<p>STEVEDORES/FREIGHT HANDLERS and STEAMSHIP AGENTS (Effective: July 1, 2019) (C)</p> <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>

All vessels engaged in coastwise and foreign trade calling at the Port of Pensacola must be represented by an agent duly-authorized to do business at the Port of Pensacola.

Licensed Stevedore/Freight Handlers

PATE STEVEDORE COMPANY (a member of the LOGISTEC family of companies)

720A South Barracks Street

Pensacola, FL 32575

Phone: 850-438-3648 / Fax: 850-438-5214

Email: mpate@patestevedore.com

Participating steamship agents are as follows:

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.

Suite 508

Mobile, AL 36602

Phone: 251-438-5071 (24 hour)

Email: mobops@gensteam.com

PAGE & JONES, INC.

3902 N. 9th Ave.

Suite 3D

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.

WILHELMSSEN SHIPS SERVICES

2614 Hals Mill Rd.

	Suite 9290 Mobile, AL 36602 Phone: 251-461-2747 Email: iss.mobile@iss-shipping.com	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="243 661 836 724"><u>Purpose</u></th> <th data-bbox="836 661 1250 724"><u>Original Application</u></th> <th data-bbox="1250 661 1544 724"><u>Annual Fee</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="243 724 836 787">Stevedore License</td> <td data-bbox="836 724 1250 787">\$5,000.00</td> <td data-bbox="1250 724 1544 787">\$1,000.00</td> </tr> <tr> <td data-bbox="243 787 836 871">Freight Handling Permit (may not load and unload ships/vessels)</td> <td data-bbox="836 787 1250 871">\$2,500.00</td> <td data-bbox="1250 787 1544 871">\$ 750.00</td> </tr> </tbody> </table>			<u>Purpose</u>	<u>Original Application</u>	<u>Annual Fee</u>	Stevedore License	\$5,000.00	\$1,000.00	Freight Handling Permit (may not load and unload ships/vessels)	\$2,500.00	\$ 750.00
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Stevedore License	\$5,000.00	\$1,000.00									
Freight Handling Permit (may not load and unload ships/vessels)	\$2,500.00	\$ 750.00									
<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>											
277b	STORAGE, STAGING AND ASSEMBLY OF NON-CARGO AND MATERIALS (N) (Effective: May 1, 2014)										

	<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>
278	<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>
279	<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> <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).</p>
282a	<p>TARIFF - APPLICATION AND INTERPRETATION OF (Effective: May 1, 2014)</p>
	<p>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.</p> <p>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.</p>
282b	<p>TARIFF - CONSENT TO TERMS</p>

	<p>(Effective: September 15, 2005)</p> <p>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.</p>
283	<p>TIDES (Effective: September 15, 2005)</p> <p>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.</p>
284	<p>TRAFFIC VIA MOTOR CARRIER (Effective: September 15, 2005)</p> <p>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.</p> <p>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.</p>
285	<p>TRESPASSING (Effective: September 15, 2005)</p> <p>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> <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 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</p>

	complete loading or discharging of cargo, dockage charges will be assessed on the total time the vessel actually occupies that berth and the separate berthing's will be treated as one continual berthing.
288c	VESSEL(S) - LIGHTS AT NIGHT (Effective: July 1, 2019)
	All vessels, barges, or other water craft, while anchored in the waterways or moored at the docks of the Port of Pensacola, must at all times of the night show proper lights as determined by the U.S. Coast Guard.
288d	VESSEL(S) - MANNING OF AND MOBILE CONDITION (Effective: July 1, 2019)
	Every vessel must at all times have on board at least one licensed officer in charge to take any action as may be directed by the Port Director, and every vessel must at all times be kept in a mobile condition and have on board sufficient crew members to operate or handle the vessel should movement of the vessel be ordered by the Port Director. Written request must be made to and approved by the Port Director prior to any complete shutdown of all propulsion machinery for repairs or otherwise. Vessels calling at Offshore Inland Marine's vessel modification, maintenance, repair & overhaul (MMRO) facility for 30 or more consecutive days may be exempted from the requirements of this section. Such exemption must be requested in writing by Offshore Inland and approved by the Port Director in advance of the subject vessel's scheduled arrival. Such requests must include the specific provision(s) from which the exemption is being sought, the date or dates during which the exemption is requested, and Offshore Inland's plan to address and mitigate any potential issues caused by the exemption. Vessels failing to comply with this provision are subject to three times the normal dockage rate as provided in ITEM 400 and subject to the provisions of ITEM 211 .
288e	VESSEL(S) – MOORING (Effective: September 15, 2005)
	All vessels shall be safely moored and properly secured to the dock at all times. Mooring lines are to include rat guards. The Port of Pensacola is not a bailee and does not assume any liability for improperly-moored vessels.
288f	VESSEL(S) – MOVEMENTS, REGULATION OF (Effective: September 15, 2005)
	The Port of Pensacola shall regulate vessel movements within its jurisdiction by: <ul 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	VESSEL(S) - NUISANCE CREATED BY (Effective: September 15, 2005)

	<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> <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.</p>
294	<p>WHARF OBSTRUCTION (Effective: July 1, 2019)</p>
	<p>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.</p>
295	<p>WHARF/TERMINAL LIGHTS; TRANSIT SHED USE (Effective: July 1, 2019)</p>

	<p>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.</p>
296a	<p>WHARFAGE – EARNED (Effective: September 15, 2005)</p>
	<p>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.</p> <p>No wharfage charges will be assessed on ships' stores.</p>
296b	<p>WHARFAGE – RATE FOR CARGO MOVING DIRECTLY BETWEEN WATER AND WATER CARRIER (Effective: September 15, 2005)</p>
	<p>Half-wharfage is applicable on any commodity being loaded or unloaded directly between vessels and barges or any combination thereof.</p>
296c	<p>WHARFAGE – RATE FOR TRANSSHIPMENT CARGO (Effective: September 15, 2005)</p>
	<p>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.</p> <p>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.</p>

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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
				\$3.50	\$3.50
	Product MILK: (DEHYDRATED/POWERED)	Specifications	Wharfage	Unloading	Loading
		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: October 1, 2022) All vessels subject to a <u>\$275</u> minimum:</p> <p>ALL OCEAN-GOING VESSELS - INCLUDING OCEAN-GOING BARGES:</p> <table border="1"> <thead> <tr> <th>LENGTH OVERALL</th> <th>LENGTH OVERALL</th> <th>LENGTH OVERALL</th> <th>RATE PER FOOT (*) PER 24 - HOURS</th> </tr> <tr> <th>Over (in Feet)</th> <th>Not Over (in Feet)</th> <th>Not Over (in Meters)</th> <th>(Except as Otherwise Provided)</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>199</td> <td>60.70</td> <td>\$3.41</td> </tr> <tr> <td>200</td> <td>399</td> <td>121.60</td> <td>\$4.48</td> </tr> <tr> <td>400</td> <td>499</td> <td>152.10</td> <td>\$6.09</td> </tr> <tr> <td>500</td> <td>599</td> <td>182.60</td> <td>\$8.18</td> </tr> <tr> <td>600</td> <td>699</td> <td>213.10</td> <td>\$9.50</td> </tr> <tr> <td>700</td> <td>799</td> <td>243.50</td> <td>\$12.05</td> </tr> <tr> <td>800</td> <td>899</td> <td>274.20</td> <td>\$14.52</td> </tr> <tr> <td>900</td> <td>And Over</td> <td></td> <td>\$17.37</td> </tr> </tbody> </table> <p>BARGES:</p> <table border="1"> <thead> <tr> <th></th> <th>LENGTH OVERALL</th> <th>LENGTH OVERALL</th> <th>RATE PER 24 - HOURS</th> </tr> <tr> <th></th> <th>Over (in Feet)</th> <th>Not Over (in Feet)</th> <th></th> </tr> </thead> <tbody> <tr> <td></td> <td>0</td> <td>199</td> <td>\$275.00</td> </tr> <tr> <td></td> <td>200</td> <td>And Over</td> <td>\$350.00</td> </tr> </tbody> </table> <p>OTHER:</p> <table border="1"> <thead> <tr> <th>TUGS (not serving the Port), FISHING VESSELS, PLEASURE BOATS and OTHER WATERCRAFT</th> <th>LENGTH OVERALL</th> <th>LENGTH OVERALL</th> <th>RATE PER FOOT (*) 24 - HOURS</th> </tr> <tr> <th></th> <th>Over (in Feet)</th> <th>Not Over (in Feet)</th> <th></th> </tr> </thead> <tbody> <tr> <td></td> <td>0</td> <td>And Over</td> <td>\$ 5.00</td> </tr> </tbody> </table>			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	\$3.41	200	399	121.60	\$4.48	400	499	152.10	\$6.09	500	599	182.60	\$8.18	600	699	213.10	\$9.50	700	799	243.50	\$12.05	800	899	274.20	\$14.52	900	And Over		\$17.37		LENGTH OVERALL	LENGTH OVERALL	RATE PER 24 - HOURS		Over (in Feet)	Not Over (in Feet)			0	199	\$275.00		200	And Over	\$350.00	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	\$ 5.00
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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

	<p>(Effective: July 1, 2019)</p> <p>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.</p>																									
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408	<p>HARBOR FEES (Effective: February 1, 2020)</p> <p>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.</p> <p>LASH and SEABEE barges are exempt only when the barge-carrying vessel (mother vessel) is assessed the harbor fee.</p> <table border="1"> <thead> <tr> <th>LENGTH OVERALL</th> <th>LENGTH OVERALL</th> <th>RATE PER VESSEL CALL</th> </tr> <tr> <th>Over (in Feet)</th> <th>Not Over (in Feet)</th> <th></th> </tr> </thead> <tbody> <tr> <td>0</td> <td>199</td> <td>\$ 185.00</td> </tr> <tr> <td>200</td> <td>399</td> <td>\$ 430.00</td> </tr> <tr> <td>400</td> <td>499</td> <td>\$ 675.00</td> </tr> <tr> <td>500</td> <td>599</td> <td>\$ 795.00</td> </tr> <tr> <td>600</td> <td>799</td> <td>\$ 915.00</td> </tr> <tr> <td>800</td> <td>And Over</td> <td>\$1,015.00</td> </tr> </tbody> </table> <p>SUPPLEMENT TO HARBOR FEE</p> <p>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 <u>\$0.25 Per Ton</u>, or fraction, based on the weight of the cargo so handled or transferred.</p> <p>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.</p>		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
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410	<p>LINE-HANDLING (Effective: July 1, 2019)</p> <p>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:</p>																									

	Pate Stevedore Company (850-438-3648), Portside Marine & Towing (850-777-1285), and Offshore Inland Marine (850-912-6966).																	
412	<p>PILOT BOAT FEES (Effective: October 1, 2022)</p> <p>All vessels using a Pensacola Bay Pilot shall be assessed a pilot boat fee of \$800.00 if applicable to defray the expense of capital boat replacement, operators, and maintenance fees.</p>																	
420	<p>PASSENGER WHARFAGE RATES (Effective: July 1, 2019) (I)</p> <table border="1"> <thead> <tr> <th>Specifications</th> <th>Fee Per Passenger</th> </tr> </thead> <tbody> <tr> <td>Cruise Homeport Operations</td> <td>\$15.00</td> </tr> <tr> <td>Cruise Port of Call Operations</td> <td>\$10.00</td> </tr> <tr> <td>Persons aboard cargo, research or other commercial vessels booked as Passengers</td> <td>\$15.00</td> </tr> <tr> <td>Ferry, day cruise, dinner cruise and other operations using Pensacola Ferry Terminal dock</td> <td>\$ 5.00</td> </tr> </tbody> </table>		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						
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426	<p>RAILCAR SHUNTING (Effective: July 1, 2019)</p> <p>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).</p> <p>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:</p> <table border="1"> <thead> <tr> <th>Specifications</th> <th></th> </tr> </thead> <tbody> <tr> <td></td> <td>\$90.00 Per Loaded Railcar</td> </tr> <tr> <td></td> <td>or</td> </tr> <tr> <td></td> <td>\$450.000 Per Hour, or any fraction thereof</td> </tr> </tbody> </table> <p>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:</p> <table border="1"> <thead> <tr> <th>Specifications</th> <th></th> </tr> </thead> <tbody> <tr> <td></td> <td>\$90.00 Per Loaded Railcar</td> </tr> <tr> <td></td> <td>or</td> </tr> <tr> <td></td> <td>\$450.000 Per Hour, or any fraction thereof</td> </tr> </tbody> </table>		Specifications			\$90.00 Per Loaded Railcar		or		\$450.000 Per Hour, or any fraction thereof	Specifications			\$90.00 Per Loaded Railcar		or		\$450.000 Per Hour, or any fraction thereof
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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><u>RAIL TRACK USAGE & MAINTENANCE FEE</u> (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><u>SCHEDULE OF MISCELLANEOUS LABOR RATES AND RENTAL CHARGES</u> (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><u>Specifications</u></th> <th><u>Fee</u></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><u>Specifications</u></th> <th><u>Per Day Fee</u></th> <th><u>Per Week Fee</u></th> </tr> <tr> <th>ITEM</th> <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>	<u>Specifications</u>	<u>Fee</u>	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	<u>Specifications</u>	<u>Per Day Fee</u>	<u>Per Week Fee</u>	ITEM	(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%.

**434 SECURITY FEE (GSMTC)
(Effective: October 1, 2022)**

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

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

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

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

Specifications				
	FEE AGAINST		RATE	BASIS
	Vessels/Barges		13%	Of Dockage
Specifications				
	FEE AGAINST	CARGO TYPE	RATE	BASIS
	Cargo			
		Break Bulk	\$0.33	Per Short Ton
		Bulk (Dry/Liquid)	\$0.08	Per Short Ton
		Containers	\$4.73	Each
		Vehicles	\$1.06	Each
		Passengers	\$1.06	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: October 1, 2022)

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

Specifications	Fees
Per Ton (240 Gallons)	\$2.00
Hookup Fee/Meter Installation	\$50.00
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 proceeding the required service date.

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

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

442	WATER HOSE RENTAL (Effective: October 1, 2022)	
	<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 proceeding the required service date.</p>	
	<u>Specifications</u>	<u>Fees</u>
	Per 50-Foot Section	\$20.00
	Minimum Charge	\$40.00

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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.

<u>Specifications</u>				
WHARFAGE	EMPTY CONTAINERS	20' or Less	\$4.50	Per Unit
		More than 20'	\$7.50	Per Unit
<u>Specifications</u>				
WHARFAGE	LOADED CONTAINERS	Per Net Ton of Contents Only	\$2.00	
<u>Specifications</u>				
HANDLING FEES	To be quoted by the handling Stevedore			

Note 1: Receiving, delivering or handling underframes or chassis does not include any inspection for visible damage. The Port of Pensacola assumes no responsibility for condition of containers, contents therein, underframes, or road-serviceability of equipment.

Note 2: For Handling and Stevedoring Franchise Fees applicable to container cargo, see [ITEM 404a](#) and [ITEM 404b](#).

Note 3: For Security Fee applicable to container cargo, see [ITEM 434](#).

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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	Per Container
	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	<p>ROLE OF THE PORT OF PENSACOLA (Effective: July 1, 2019)</p> <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	<p>SITE DESCRIPTIONS (Effective: September 15, 2005)</p> <p>All sites within Foreign Trade Zone #249 are designated as General Purpose Zone Sites unless otherwise specified.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e1f5fe;"> <th style="text-align: left;">SITE #</th> <th style="text-align: left;">LOCATION</th> <th style="text-align: left;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>PORT OF PENSACOLA</td> <td>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.</td> </tr> <tr> <td style="text-align: center;">2</td> <td>PENSACOLA INTERNATIONAL AIRPORT</td> <td>The entire 1,400-acre airport site.</td> </tr> <tr> <td style="text-align: center;">3</td> <td>PENSACOLA SHIPYARD</td> <td>The entire 70-acre complex, configured for marine waterfront industrial use and zoned M-2 (Heavy Industrial) by the City of Pensacola.</td> </tr> <tr> <td style="text-align: center;">4</td> <td>SPRUCE STREET INDUSTRIAL WAREHOUSE</td> <td>9.7 acres of the former Florida Drum Corp. manufacturing and warehouse facility, zoned ID-2 (Heavy Industrial) by Escambia County.</td> </tr> <tr> <td style="text-align: center;">5</td> <td>CENTURY INDUSTRIAL PARK</td> <td>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.</td> </tr> </tbody> </table>		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.
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604	<p>ZONE SCHEDULE INCORPORATED BY REFERENCE (Effective: September 15, 2005)</p> <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	<p>OPERATOR REQUIRED (Effective: September 15, 2005)</p>																			

	<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>
SECTION III	<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>
SECTION IV	<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
Annual Renewal Fee	\$1,000.00

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)							
	<ol style="list-style-type: none"> 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. 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. No Stevedore License or Freight Handling Permit shall be transferred or assigned or otherwise used by any person other than the named Licensee or Permittee without written approval by the City Manager in advance. All applications for transfer or assignment shall be submitted to the City Manager. Prospective transferee shall provide to the City Manager an application and other information as he may request. Any person, firm, corporation or other business entity acquiring a Stevedore License or Freight Handling Permit shall demonstrate proof of being trustworthy, ready, willing and able to perform stevedore or freight handling services and shall comply with the applicable provisions of this Policy. All license and permit holders shall report any change in names and addresses of individuals and/or firms in writing to the Port Director. Any change in ownership involving more than 20% ownership in a Stevedore License or Freight Handling Permit shall be reported to the Port Director within 30 days. 							
SECTION VII	STEVEDORE LICENSE AND FREIGHT HANDLING INSURANCE (Effective: January 15, 2015) (C)							
	<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> <table border="1"> <thead> <tr> <th>TYPE OF COVERAGE</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td>Workman’s Compensation</td> <td>Statutory</td> </tr> <tr> <td>Longshore and Harbor Workers</td> <td>Statutory*</td> </tr> </tbody> </table>		TYPE OF COVERAGE	LIMITS	Workman’s Compensation	Statutory	Longshore and Harbor Workers	Statutory*
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)			
	<u>Date</u>	<u>Previous Business History</u>	<u>Locations</u>	
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)			
	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>% of Ownership</u>
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:		
	Ownership or availability of equipment essential to the performance of proffered service, and;		
	1. Insurance Certificates with City of Pensacola as additional insured (non-cancelable without 30 days notice):		
	TYPE	MINIMUM	
	<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.
1.	The Stevedore Franchisee/Freight Handler shall exercise care in the performance of its operations in order to prevent injury or death to any person or damage or loss of property.
2.	The Stevedore Franchisee/Freight Handler shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations.
3.	The Stevedore Franchisee/Freight Handler shall conduct its business with all necessary labor and equipment and ensure efficient and expeditious handling practices or vessel loading and discharging operations, including the appointment of at least one qualified supervisor to be present at all times while vessels are loading or unloading. In addition to the qualified supervisor, at least one responsible officer or official representative (with authority to make all operating decisions concerning the stevedoring of vessels at the PORT OF PENSACOLA shall be available for contact by the Port at all times.
4.	<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;
5.	The Stevedore Franchisee/Freight Handler shall promptly restore terminal working areas to a safe and orderly condition upon completion of handling or stevedoring operations.
6.	The Stevedore Franchisee/Freight Handler shall comply with all rules and regulations contained in the PORT OF PENSACOLA Terminal Tariff No. 5-A and any revisions or re-issues thereof.
7.	<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;

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)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00861

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT - ITB NO. 21-040 TAXIWAY "A" REHABILITATION AT PENSACOLA INTERNATIONAL AIRPORT - LAGAN CONSTRUCTION, LLC

RECOMMENDATION:

That City Council award Bid No. 21-040 for Taxiway "A" Rehabilitation at Pensacola International Airport to Lagan Construction, LLC of Sterling, VA with a base bid of \$12,391,942.00 plus 10% contingency of \$1,239,194.20 for a total of \$13,631,136.20. Further that City Council authorize the Mayor to take all actions necessary to execute the contract and complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Taxiway "A" is the primary parallel taxiway serving Runway 17-35 at Pensacola International Airport. Pavement inspections have determined that the asphalt pavement needs a mill and overlay. In addition, several sections need to be reconstructed due to sub-base failure. At the same time, Federal Aviation Administration (FAA) standards for taxiway geometry have changed, requiring repositioning of the taxiways that connect Taxiway "A" to the runway, and requiring taxiway shoulders to be added.

With the addition of the shoulders, the decision was made to convert the taxiway edge lights from incandescent to LED to improve energy efficiency and reduce maintenance costs.

The first time the project was advertised for bid, one company submitted a bid, which was more than 50% over budget. The project was broken into phases to reduce the cost, and three companies submitted responsive bids in response to the City's invitation to bid. The bids ranged from \$12,391,942.00 to \$19,715,313.79. The low bid was submitted by Lagan Construction, LLC and was deemed most responsive by the design engineer and Airport staff.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 11,152,748.00 FAA Airport Improvement Program Funding
275,000.00 FL Department of Transportation (FDOT)
2,203,388.20 Airport Capital Program Funding
\$ 13,631,136.20 Total

Actual: \$12,391,942.00 Base Bid
1,239,194.20 10% Contingency
\$13,631,136.20 Total

FINANCIAL IMPACT:

Funds were appropriated in the Airport's FY 22 Capital Improvement Program and FAA Airport Improvement Program Funding and FDOT Funding for the Taxiway "A" Rehabilitation project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/24/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Matthew Coughlin, Airport Director

ATTACHMENTS:

- 1) ITB No. 21-040 Tabulation of Bids
- 2) ITB No. 21-040 Final Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 22-040

TITLE: TAXIWAY A REHABILITATION AT PENSACOLA INTERNATIONAL AIRPORT

SUBMITTALS DUE: June 27, 2022, 2:30 P.M. DEPARTMENT: Airport	C.W. ROBERTS CONTRACTING, INC. Tallahassee, FL	LAGAN CONSTRUCTION, LLC Sterling, VA	ROADS, INC. OF NWF Cantonment, FL
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Base Bid	\$13,535,623.00	\$12,391,942.00	\$19,715,313.79
Bid Alternate A	\$5,042,403.00	\$4,049,737.00	\$5,161,615.33
Bid Alternate B	\$4,908,905.00	\$4,789,970.00	\$4,043,998.46
Bid Alternate C	\$4,738,441.00	\$4,461,447.00	\$4,049,696.91
Base Bid + Alternates A + B + C	\$28,225,372.00	\$25,693,096.00	\$32,970,624.49

**FINAL VENDOR REFERENCE LIST
TAXIWAY A REHABILITATION AT PENSACOLA INTERNATIONAL AIRPORT
PENSACOLA INTERNATIONAL AIRPORT**

Vendor Name	Address	City	St	Zip Code	SMWBE
067544 AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
070835 AIRPORT LIGHTING COMPANY OF NY	108 FAIRGROUNDS DRIVE	MANLIUS	NY	13104	
068495 ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
003350 ASPHALT SEALCOATING CO INC	3358 PURSELL LANE	PENSACOLA	FL	32526	
051492 BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	Y
053457 BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
070527 BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318 BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
078639 C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
042045 CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	Y
049653 CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
074355 GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
053862 GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
000591 GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
074827 GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
017352 GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
036662 H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
001597 HEATON BROTHERS CONSTR CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	
071564 JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
043857 KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
084078 LAGAN CONSTRUCTION LLC	22375 BRODERICK DRIVE STE	STERLING	VA	20166	
068161 LEA, DOUGLAS C DBA DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
052456 MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	
073522 MOORE BETTER CONTRACTORS, INC	1721 EAST CERVANTES STREET	PENSACOLA	FL	32501	Y
002720 PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
030951 PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	
060344 PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
049671 RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681 RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881 ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634 ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
065450 SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
062939 THREE TRADE CONSULTANTS	5690 JEFF ATES RD	MILTON	FL	32583	Y
032732 WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514	

Vendors: 34



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00884

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF QUOTE - PERIMETER SECURITY FENCE FIBER RELOCATION AT PENSACOLA INTERNATIONAL AIRPORT - SECURITY ENGINEERING, INC.

RECOMMENDATION:

That City Council award Quote No. AAAQ4885 for perimeter security fence fiber relocation at Pensacola International Airport, to Security Engineering, Inc. with a base quote of \$104,773.77, plus a 15% contingency of \$15,716.07, for a total of \$120,489.84. Further, that City Council authorize the Mayor to take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola International Airport is required by Title 49 Code of Federal Regulations Part 1542 to operate and maintain a security system for the airport campus. The Airport utilizes a software system called Lenel, with limited authorized Lenel support contractors in the area. Security Engineering, Inc. is an authorized Lenel support contractor who is able to meet the Airport's required emergency response timeline. Additionally, all Security Engineering Technicians currently have badged access to restricted areas as needed. Security Engineering, Inc. handles all needed repairs on a time and material basis.

As part of the expansion on the Northeast quadrant of the airport campus, portions of the fence fiber related to the security system needs to be relocated from the public side into the secured airfield side to maintain the integrity and security of the system. To maintain the security sensitive information of the Airport's Security Program, in addition to sustaining established testing and maintenance efforts, Airport Staff recommends the use of Security Engineering, Inc. for the project.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 120,500.00 Airport Capital Program Funding

Actual:	\$ 104,773.77	Base Quote
	<u>15,716.07</u>	15% Contingency
	120,489.84	Total

FINANCIAL IMPACT:

FY2022 Airport Capital Program Funding will used for the perimeter security fence fiber relocation at Pensacola International Airport.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/31/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Matthew Coughlin, Airport Director

ATTACHMENTS:

- 1) Quote No. AAAQ4885

PRESENTATION: No



Real Systems. Real Security.

6708 Plantation Road, Pensacola, FL 32504
 t. (850) 484-9300 f. (850) 478-5020

QUOTE

Number AAAQ4885

Date Jul 1, 2022

Sold To

Pensacola International Airport
 Byron Burkhart
 2430 Airport Blvd.
 Pensacola, FL 32504
 USA

Phone (850)436-5007
Fax

Ship To

Pensacola International Airport
 Byron Burkhart
 2430 Airport Blvd.
 Pensacola, FL 32504
 USA

Phone (850)436-5007
Fax

Your Sales Rep

Doug Strobel

 doug.strobel@seceng.com

Terms

Ship Via

Qty	Part	Description	Unit Price	Ext. Price
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PERIMETER FIBER OPTIC RELOCATION

1	DIRECT BORE	Direct Bore and Related Materials From GCTC-40 to Microwave Pedestal in Front of ST Engineering Hangar 1 (Approx 3000 Ft)	\$85,143.79	\$85,143.79
3,000	012E8F-31131-29	Corning FREEDM One Tight-Buffered Fiber Optic Cable, Riser, 12 fiber, Single-mode (OS2)	\$1.38	\$4,140.00
24	SM-ST	ST-type Fiber Optic Termination, SM	\$50.00	\$1,200.00
2	SISTP1040-382-LRT	8-Port Unmanaged Hardened Gigabit Ethernet PoE+ Switch	\$644.99	\$1,289.98
2	SM-SFP	Fiber Optic SFP Transceiver, SM	\$100.00	\$200.00
1	LABOR	Labor - Installation and Termination	\$12,800.00	\$12,800.00

Includes all parts and labor to:

- Direct Bore 1 1/2" conduit from GCTC-40 to the central Microwave Alarm Pedestal in front of ST Engineering Hangar 1
- Install new 12-strand Single Mode Fiber in conduit and terminate on each end
- Connect fiber to GCTC-42 using new fiber being installed between ST Engineering Hangars, eliminating the need for old fiber that is run outside AOA fence

Total \$104,773.77

One Year Warranty on Labor, Warranty on Equipment to follow Manufacturers Warranty

This Quote is valid for 30 days from the date listed above. After 30 days, a revised quote will be necessary before approval and acceptance.

Title will not transfer until final payment is received.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. COST AND ATTORNEY'S FEES IN CASE OF LITIGATION - Should it become necessary to bring suit in court to enforce the terms above, it is agreed that the owner or owners shall be held responsible for costs for any attorney fees and court costs if necessary to collect the monies. The contractor is not responsible for any liens whatsoever.

To Accept, Please Sign and Return: _____



One Year Warranty on Labor, Warranty on Equipment to follow Manufacturers Warranty

This Quote is valid for 30 days from the date listed above. After 30 days, a revised quote will be necessary before approval and acceptance.

Title will not transfer until final payment is received.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. COST AND ATTORNEY'S FEES IN CASE OF LITIGATION - Should it become necessary to bring suit in court to enforce the terms above, it is agreed that the owner or owners shall be held responsible for costs for any attorney fees and court costs if necessary to collect the monies. The contractor is not responsible for any liens whatsoever.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00857

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

INTERLOCAL AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF SOURCE SEPARATED RECYCLABLES

RECOMMENDATION:

That City Council approve the Interlocal Agreement for the Acceptance and processing of Source Separated Recyclables with Emerald Coast Utilities Authority. Further, that City Council authorize the Mayor to take all action necessary to execute the agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City's Sanitation Services Department began a city-wide recycling program in fiscal year 2009. By converting twice a week garbage collection to once-per-week garbage collection and once-per-week recyclable material collection, customers receive the same level of service at no additional cost.

In order for the City to continue to offer a recyclable collection service, it must have an agreement for recyclable processing service. At present, Emerald Coast Utilities Authority (ECUA) operates the only Municipal Recycling Facility (MRF) in our region that is capable of processing the recyclable material collected by Sanitation Services. The proposed Interlocal Agreement clarifies the terms and conditions under which the City may deliver its collected recyclables to the ECUA MRF.

The market for recyclable materials fluctuates greatly. Costs associated with processing the recyclable materials collected by Sanitation Services will be based on the Average Market Value (AMV) per ton of recyclables.

PRIOR ACTION:

October 25, 2021 - City Council approved Interlocal Agreement with ECUA for the Acceptance and Processing of Source Separated Recyclables

September 12, 2019 - City Council approved Interlocal Agreement with ECUA for the Acceptance and Processing of Source Separated Recyclables

June 14, 2018 - City Council approved Interlocal Agreement with ECUA for the Acceptance and Processing of Source Separated Recyclables

FUNDING:

N/A

FINANCIAL IMPACT:

Costs associated with processing the recyclable materials collected by Sanitation Services will be based on the AMV.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/29/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator, Administration & Enterprise
Fred Crenshaw, Director, Sanitation Services & Fleet Management

ATTACHMENTS:

- 1) 2022 Interlocal Agreement with ECUA

PRESENTATION: No

**INTERLOCAL AGREEMENT FOR THE ACCEPTANCE AND PROCESSING
OF SOURCE SEPARATED RECYCLABLES**

This Interlocal Agreement for the Acceptance and Processing of Source Separated Recyclables (hereinafter “Agreement”) is made and entered into as of this ____ day of _____, 2022, by and between the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter “ECUA”) with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514, and the City of Pensacola, Florida, a municipal corporation of the State of Florida (hereinafter “City”), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502 (each at times also being referred to as a “Party” or collectively as “Parties”).

W I T N E S S E T H:

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

WHEREAS Source Separated Recyclables are collected in the City of Pensacola through a curbside recycling collection program operated by the City;

WHEREAS the Source Separated Recyclables collected in the City of Pensacola must be processed and sorted into separate commodities so as to facilitate their resale so that the Recyclable Materials may be recycled and put to beneficial use;

WHEREAS ECUA has a Municipal Recycling Facility (MRF) which is capable of processing Source Separated Recyclables;

WHEREAS the City would like to deliver all of the Source Separated Recyclables collected by the City in its curbside recycling program, with the exception of recyclables received at City of Pensacola commercial drop off sites, to the ECUA MRF so that the Source Separated Recyclables may be processed, segregated into recyclable commodities, and put to beneficial use;

WHEREAS the Parties desire to clarify the terms and conditions under which the City may deliver and the ECUA MRF may accept Source Separated Recyclables collected by the City.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Recitals. The recitals contained in the preamble to this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Definitions. As used in this Agreement the following terms shall have the following meanings:

2.1 *Applicable Law* -- shall mean all applicable federal, state and local statutes, codes, ordinances and standards and all applicable rules, regulations, licenses, permits, registrations, approvals, decisions, authorizations, judgments, orders, writs, decrees, directives or other action adopted, issued or taken by a governmental authority.

2.2 *Commercial Drop-off Center Sites* – shall mean sites designated by the City of Pensacola as drop off facilities for use by the general public to dispose of recyclables and recyclable materials.

2.3 *Construction and Demolition Waste or C&D Waste* -- shall mean waste building materials, packaging and rubble resulting from construction, remodeling, repair, or demolition operations on houses, commercial buildings, and other structures, or as otherwise defined from time to time. Such wastes include, but are not limited to, concrete and paving debris, masonry materials, sheet rock, roofing waste, insulation (not including asbestos or asbestos containing materials), scrap metal, wood products, and other similar materials (not including asbestos or asbestos containing materials).

2.4 *ECUA MRF* -- shall refer to the Municipal Recycling Facility designed and constructed by ECUA which is located at the Perdido Landfill at 13009 Beulah Road, Cantonment, Florida 32533.

2.5 *Effective Date* -- shall mean _____, 2022, and the first day on or after that date on which the City collects Source Separated Recyclables and the ECUA MRF is operating shall be the date the ECUA MRF begins accepting Source Separated Recyclables delivered to it from the City.

2.6 *Garbage* -- shall mean any putrescible animal and/or vegetative waste resulting from the handling, preparation, cooking and consumption of food, including, but not limited to, waste from markets, storage facilities, handling and sale of produce and other food products and further includes the packaging materials and containers, but excepting such materials that may be serviced by garbage grinders and handled as household sewage.

2.7 *Hazardous Waste* -- shall mean (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as may be amended from time to time, including: (i) the Resource Conservation and Recovery Act of 1976 ("RCRA") and the regulations contained in 40 CFR Parts 260-281, (ii) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766, and (iii) future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage, or disposal of toxic substances, or hazardous wastes; (b) radioactive materials, which are source, special nuclear, or by-product materials, as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) and the regulations contained in 10 CFR Part 40; (c) a chemical listed by the United States Environmental Protection Agency in accordance with Section 302(a) or Section 313(c) of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. § § 11002(a), 110239(c) (Supp. 1993), in each case as the same may be amended, replaced, or superseded; (d) a material or substance which may endanger health or safety, including any material or substance or combination of materials or substances which are explosive, volatile, radioactive, toxic, corrosive, flammable, reactive, an irritant or a strong sensitizer, or which generate pressure through decomposition, heat or other means if such materials or substances may cause injury, illness or harm to humans, domestic animals, livestock or wildlife; (e) a material falling within the definition of Fla. Stat. § 403.703(13); or (f) a material or substance that is treated as a hazardous or toxic waste, substance, or material by any Applicable Law or is otherwise prohibited from being deposited in a municipal solid waste processing facility under Applicable Law. Household Hazardous

Waste contained in SSR shall not be considered Hazardous Waste for purposes of this Agreement and shall be accepted at the Facility if such acceptance is in compliance with the requirements of RCRA and the requirements of the MRF. With regard to materials or substances which are not Hazardous Waste as of the Effective Date, if any Applicable Law is subsequently enacted or amended or any governmental authority thereafter determines that such material or substance is a hazardous or toxic waste, substance or material, then such material or substance shall be considered Hazardous Waste for the purposes of this Agreement from and after the effective date of such enactment or amendment of Applicable Law or governmental authority determination.

2.8 *Municipal Solid Waste or MSW* -- shall mean Garbage, household waste, and commercial solid waste; provided that for the purposes of this Agreement, Municipal Solid Waste shall not include Source Separated Recyclables, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, or scrap tires.

2.9 *Perdido Landfill* -- shall mean the landfill currently operated by Escambia County, Florida which is located at 13009 Beulah Road, Cantonment, Florida 32533.

2.10 *Prohibited Materials* -- shall mean Municipal Solid Waste, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, Yard Waste, scrap tires and any other solid waste or material of any kind that the ECUA MRF is prohibited from accepting pursuant to agreement, Applicable Law, or operational constraints.

2.11 *Recyclables or Recyclable Materials* -- shall mean various recyclable products and packaging designated by ECUA to be accepted at the MRF for processing, including various types of paper (including but not limited to newspaper, junk mail, magazines, office paper, cardboard and paperboard packaging), containers (including but not limited to glass bottles and jars, aluminum and steel cans, and #1 - #7 plastics), and mixed ferrous and non-ferrous metals. The terms Recyclables and Recyclable Materials shall not include Municipal Solid Waste, Construction and Demolition Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, styrofoam, or scrap tires. The list of Recyclables may be expanded or contracted from time to time as determined by ECUA

and the operator of the ECUA MRF, if any.

2.12 *Rejects* -- shall refer to materials collected along with the Recyclable Materials that are not designated by ECUA to be accepted at the MRF for processing.

2.13 *Residue* -- shall refer to Rejects and Recyclable Materials that are accepted by the operator of the ECUA MRF, processed at the MRF, and not converted to Recovered Materials due to breakage and/or transportation or processing limitations or inefficiencies.

2.14 *Shutdown* -- shall refer to those times in which the operator of the ECUA MRF is unable to receive Source Separated Recyclables for any reason except Force Majeure. Notice shall be provided to the City in accordance with paragraph 13 of this Agreement.

2.15 *Source Separated Recyclables or SSR* -- shall refer to Recyclables which (a) have been diverted or removed from the Municipal Solid Waste prior to collection, (b) are not C&D Waste, Hazardous Waste, Special Handling Waste, Yard Waste, Unacceptable Waste or scrap tires, (c) are not Municipal Solid Waste, and (d) the ECUA MRF is not prohibited from accepting and/or Processing under Applicable Law. The Parties acknowledge, however, that incidental amounts of Rejects may be collected and delivered with Source Separated Recyclables as a normal part of a recycling collection program.

2.16 *Special Handling Waste* -- shall mean any waste or other material that requires the delivery and disposal to be supervised by a government authority, including confiscated drugs and records of a police department or similar governmental authority.

2.17 This paragraph is intentionally left blank.

2.18 *Unacceptable Waste* -- shall mean (a) Hazardous Waste, explosives and ordinance materials, pathological wastes, radioactive materials, lead acid batteries, sewage sludge, highly flammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, construction materials and demolition debris and hazardous refuse addressed by regulations adopted by the

United States Environmental Protection Agency (“EPA”) pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid; (b) unless consented to by ECUA, any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as “white goods” including refrigerators, stoves, washing machines, drying machines and water heaters; (d) any controlled substances regulated under the Controlled Substances Act, 21 USA 801 *et seq.*, or any equivalent state law; (e) small appliances containing chlorofluorocarbons (CFCs) including air conditioners, water coolers, and dehumidifiers; (f) cathode ray tubes; and (g) all other items of waste which pose a substantial threat to health or safety or the acceptance and disposal of which will cause substantial damage to, or adversely affect the continuous operation of the MRF or be in violation of any Applicable Law. Any substance or material which is determined by the EPA or any other Governmental authority subsequent to the Effective Date hereof to be hazardous, toxic, dangerous, harmful, or otherwise designated as a “waste ban,” shall, at the time of such determination, be considered Unacceptable Waste.

2.19 *Yard Waste* -- shall refer to vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

3. Term. The initial term of this Agreement shall begin on the Effective Date, as defined in paragraph 2.4, above, and end on September 30, 2023. Provided, however, that the Parties may extend the term of this Agreement upon mutual written agreement.

4. Delivery and Acceptance of Source Separated Recyclables.

a. *Delivery of Source Separated Recyclables to ECUA.* Beginning on the Effective Date and throughout the term of this Agreement, the City will deliver, to the

ECUA MRF, all SSR collected within the City of Pensacola¹, with the exception of recyclables received at City of Pensacola commercial drop off sites.

b. *Right to Reject Loads Containing Excess Rejects.* In the event that SSR delivered to the ECUA MRF contains Rejects in excess of twenty-five percent (25%) by weight, the entire load may be rejected by the operator of the ECUA MRF. In the event that such a rejection occurs, the City shall be liable for a processing fee of \$250 per load plus the disposal costs attributable to that entire rejected load at the Perdido Landfill, at the rates established by Escambia County which are then in effect.² Moreover, in the event that the City's SSR has excess Reject contamination on three separate loads within a thirty (30) day calendar period, the ECUA Executive Director or his designee, in his sole discretion, may terminate this Agreement and disqualify the City from further deliveries. In an effort to avoid such a termination, however, ECUA shall comply with an escalating reporting requirement for the rejection of loads because of excess contamination, as follows: (1) for the first such rejection within a thirty (30) day period, ECUA shall both e-mail and telephone the City Director of Sanitation Services the day the rejection recurs; (2) for the second such rejection within a thirty (30) day period, ECUA shall both e-mail and telephone the City Administrator the day the rejection occurred; and (3) for the third such rejection within a thirty (30) day period, ECUA shall both e-mail and telephone the Mayor.

c. *Charges to City.* The City shall be charged monthly for each ton of SSR processed at the ECUA MRF, in accordance with paragraph 6 of this Agreement, below.

5. Disposal of Residue. The Parties acknowledge and understand that each load of SSR may contain Garbage, Unacceptable Waste, or other Rejects which cannot be

¹The ECUA MRF shall only be obligated to receive SSR at those times and on those days in which the ECUA MRF is operating, receiving SSR, and not Shutdown.

²In the event some or all of the load cannot be lawfully disposed of at the Perdido Landfill, City shall be liable for all disposal costs associated with the disposal selected by the operator of the ECUA MRF.

recycled and put to beneficial use (collectively hereafter referred to as Residue). Because the SSR received from the City of Pensacola will likely be commingled with SSR generated from other jurisdictions, the Parties acknowledge and understand that it is impossible to therefore segregate the Residue by each entity. Accordingly, all such Residue shall be disposed of at the Perdido Landfill at no charge to the City.

6. Charges for Delivered Recyclables. The Parties agree that the City shall be charged for the SSR processed at the ECUA MRF, at a flat rate of \$35 per ton based upon weights measured at the scale house operated by Escambia County at the Perdido Landfill.

7. Billing. ECUA shall send a bill to the City within fifteen (15) days of the end of each month of the calendar year which reflects all charges to the City pursuant to paragraph 6, above. All charges shall be paid by the City within forty-five (45) days of the end of each month of the calendar year.

8. Compliance with Law and Procedures. ECUA and the City shall perform their respective obligations under this Agreement in compliance with all Applicable Law. The City shall transport and handle SSR in its control in a safe and workmanlike manner and in full compliance with Applicable Law. ECUA shall maintain throughout the term of this Agreement, all permits, licenses, certificates, and approvals required by Applicable Law for the operation of the ECUA MRF.

9. Staffing at the ECUA MRF. The Parties understand that the ECUA MRF may be operated by either a third party selected by ECUA or by ECUA staff, in ECUA's sole discretion.

10. Title to Source Separated Recyclables. Upon acceptance of a load of SSR (as opposed to a rejection in accordance with paragraph 4.b, above), title to the SSR shall vest with the operator of the ECUA MRF.

11. City's Obligation to Require the Source Separation of Recyclables; Delivery of said SSR; and Tonnage Limit.

a. *Collection and Delivery Requirements.* The City presently provides for the collection of residential solid waste within its jurisdiction and offers

curbside collection of Source Separated Recyclables. The City agrees to keep the curbside collection of Source Separated Recyclables in place throughout the term of this Agreement and any extensions thereof. Additionally, the City will haul all SSR, with the exception of recyclables received at City of Pensacola commercial drop off sites, that is collected to the ECUA MRF. It is thus the Parties' intent that all SSR with the exception of recyclables received at City of Pensacola commercial drop off sites, controlled and collected by the City will be delivered to the ECUA MRF. However, if prior to delivery to the ECUA MRF the City reasonably identifies one or more loads of SSR to contain excess contamination, as defined in paragraph 4.b, above, the City shall not be in breach of this Agreement by delivering such contaminated load/s directly to the Perdido Landfill for disposal. Should the City exercise this option, it shall endeavor to educate the public and take such actions it deems necessary or appropriate to improve the quality of its SSR.

b. *Tonnage Limit.* The Parties anticipate approximately 2,500 tons of SSR are generated and collected within the jurisdiction of the City per year. Despite the requirements in paragraphs 4.a and 11.a above that all SSR be delivered to ECUA , with the exception of recyclables received at City of Pensacola commercial drop off sites, the City is limited to delivering 3,000 tons of SSR per year, absent subsequent written agreement between the Parties pursuant to the notice provisions set forth in paragraph 13, below.

12. Events of Default. A Party shall be in default of this Agreement only upon the expiration of thirty (30) days (ten (10) days in the event of failure to pay money) from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to the expiration of said thirty (30) days (ten (10) days in the event of failure to pay money), has rectified the particulars specified in said notice of default; provided, however, that such Party shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such Party is using good faith and commercially reasonable and diligent efforts to rectify the particulars specified in the notice of default.

13. Notices. All notices called for under this Agreement, other than those called for under paragraph 4.b, above, shall be made in writing and delivered by hand, certified mail with return receipt, or overnight courier, as follows:

To City:

City Administrator
City of Pensacola
222 West Main Street
Pensacola, FL 32502
E-mail: kfiddler@cityofpensacola.com
Telephone: (850) 435-1631

With a copy to:

Sanitation Services/Fleet Management Director
City of Pensacola
100 West Leonard Street
Pensacola, Florida 32501
E-mail: fcrenshaw@cityofpensacola.com
Telephone: (850) 436-5572

To ECUA:

J. Bruce Woody
Executive Director
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514

14. Force Majeure. In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such Party, whether such occurrence be an act of God or any other occurrence whatsoever beyond the reasonable control of such Party, including a change in environmental law or regulation rendering performance impractical or impossible, then such Party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

15. ECUA's Right to Refuse to Accept SSR and Parties Right to Cancel for Convenience. Notwithstanding the provisions of paragraph 4, above, in the event that

the operator of the ECUA MRF declares a Shutdown, ECUA and the ECUA MRF shall be under no obligation to accept any SSR from the City through the duration of that Shutdown. Additionally, in the event of a Shutdown, the City may dispose of its SSR as it deems fit for the duration of that Shutdown, and the City is not obligated to reimburse ECUA and/or the operator of the ECUA MRF, if any, for lost revenue associated therewith. Moreover, in the absence of a Shutdown, ECUA, acting through its Executive Director, may cancel this Agreement for convenience on one week's written notice notwithstanding the provisions of paragraph 3 above.

16. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party shall give written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the party giving such notice may terminate this Agreement for cause. ECUA further agrees to:

a. Keep and maintain public records required by the City to perform services under this Agreement.

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

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law during the term of this Agreement and following completion of the Agreement if ECUA does not transfer the records to the City.

d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of ECUA or keep and maintain public records required by the City to perform the services under this Agreement. If ECUA transfers all public records to the City upon completion of the Agreement, ECUA shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. If ECUA keeps and maintains public records upon completion of the Agreement, ECUA shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF ECUA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ECUA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk's Office, Records Custodian, 222 WEST MAIN STREET, PENSACOLA, FLORIDA 32502, PHONE: (850) 435-1606, publicrecordscityofpensacola.com.

17. Assignment. This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

18. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall lie in Escambia County, Florida.

20. Dispute Resolution. The Parties agree that in the event of any dispute or claim relating to, arising out of, or interpreting this Agreement arises, all such disputes or claims shall be fully, finally, and exclusively decided by a State court of competent jurisdiction sitting in Escambia County, Florida.

21. Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known

technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

a. If any Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Party shall immediately notify all other Parties and request clarification of this Agreement.

b. This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

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

23. Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

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

25. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written. It is further agreed that no modification,

amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

26. Recording. This Agreement shall be filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The City shall be responsible for such filing.

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

City of Pensacola, Florida, a political subdivision of the State of Florida acting by and through its duly authorized City Council.

By: _____
Grover C. Robinson, IV, Mayor

ATTEST:

By: _____
Ericka Burnett, City Clerk

Approved as to Content:

Approved as to Form and Execution:

Kerrith Fiddler, City Administrator

Charlie Pepler, City Attorney

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, acting by and through its duly authorized Board.

By: _____
Lois Benson, Chairman

ATTEST:

By: _____
Secretary



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-068

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-068 LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-068.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Law Enforcement Trust Fund was established by City of Pensacola to allow the Police Department the use of 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. Such proceeds and interest earned therefrom shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants Fla. Stat. Ann. § 932.7055

The Pensacola Police Department (PPD) is requesting \$27,900.00 from the Law Enforcement Trust Fund established by the City of Pensacola as a non-major special revenue fund, and as such, combining both state and federal confiscated funds into one accounting fund. The enhancement of relationships between law enforcement and the community promotes a safe and engaged community.

The requested amount of \$27,900.00 will be used to purchase 20 automated external defibrillators (AEDs) at a cost of \$1,395.00 each to help people experiencing cardiac arrest.

PPD officers currently use AEDs in the field during normal operations. This medical device can analyze a heart rhythm and deliver an electrical shock to help re-establish an effective heart rhythm. AEDs only work if there is a rhythm which can occur after standard CPR.

PPD officers are first on-scene of medical emergencies. A quicker response to cardiac arrests and similar incidents with an AED is critical to saving a life. By equipping as many officers as possible with AEDs, the department and City are providing a life-saving tool to citizens.

The PPD has 30 AEDs, many of which have reached the end of their usage. The department would best be suited with 60 AEDs, putting one with every patrol officer and providing one for every geographical area within city limits.

PRIOR ACTION:

None

FUNDING:

Budget: \$27,900.00 - Law Enforcement Trust Fund

Actual: \$27,900.00 - 20 AEDs @ \$1,395.00 each

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.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/16/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-068
- 2) Supplemental Budget Explanation No. 2022-068
- 3) Letter of Certification - Draft

PRESENTATION: No

**RESOLUTION
NO. 2022-068**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; 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

To:	Fund Balance	27,900
As Reads: Amended To Read:	Operating Expenses	213,844
	Operating Expenses	241,744

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

Sep 2022 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2022-068

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>27,900</u>	Increase appropriated Fund Balance
Appropriations		
Operating Expenses	<u>27,900</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>27,900</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); Accrditation 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/> \$97,100.00 <hr/>

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	(20) automated external defibrillators (AEDs) \$1,395.00 each	\$27,900
Total Requested		\$27,900

Eric Randall, Chief of Police

Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-22

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

REVISED PROPOSED ORDINANCE NO. 25-22 AMENDMENT TO CITY CODE SECTION 4-3-97 -
SANITATION COLLECTION FEE AND THE SANITATION EQUIPMENT SURCHARGE

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 25-22 on second reading:

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES AND THE SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Chapter 4-3 of the City Code contains rules and regulations related to garbage and refuse within the City of Pensacola. More specifically, Section 4-3-97 establishes fees and surcharges for recycling, solid waste, and refuse collection services. This section also requires that amendments to the schedule of fees and charges be made by a resolution of the City Council.

Section 4-3-97 was last amended on Sept. 9, 2021, by increasing the garbage, recycling, and trash (i.e., "monthly") collection fee from \$25.11 per month to \$26.15 per month, increasing the Sanitation Equipment Surcharge (surcharge) from \$2.04 per month to \$3.12 per month and establishing the Premium Service option. In addition to setting rates, fees, and charges, Section 4-3-97 also expressly allows for an automatic cost of living adjustment (COLA) to the monthly collection fee and the sanitation equipment surcharge each October 1st.

The monthly collection fee increase to \$26.15 per month implemented on Oct. 1, 2021, allowed for total funding of the Sanitation Services operation as budgeted in the FY2022 Adopted Budget. However, even with the annual COLA, it is not sufficient to cover the operation's future budgetary requirements (i.e., mandatory salary increases for employees covered by Collective Bargaining Agreements, other increases in personnel costs, increasing fleet maintenance costs, etc.) or build a cash reserve as required by City policy. Likewise, the increase in the surcharge taken at that time is

insufficient to fully fund the department's future capital equipment needs.

In January 2022, the City retained Geosyntec Consultants, Inc. (Geosyntec) to conduct an updated solid waste rate study and business plan for Sanitation Services (Sanitation). That study set out to determine the rates required over the next five years for Sanitation to 1) fully self-fund its entire operation, 2) fund the department's five-year Capital Improvement Plan (CIP) for the replacement of sanitation vehicles and equipment, and 3) build the required cash reserve. Additionally, Geosyntec has been tasked with the analysis of the Sanitation department's overtime trends, operational efficiencies, and identifying cost-saving options. Their findings from this additional work will be available prior to the City Council meeting for review by Council, and representatives from Geosyntec will attend the City Council meeting remotely to provide an oral presentation and overview of their findings.

Based on Geosyntec's findings and recommendations, combined with internal discussions aimed at determining an appropriate 5-year rate plan, staff is recommending the following:

- A \$1.29 increase in the monthly collection rate, bringing the rate to \$27.44 per month effective Oct. 1, 2022.
- Setting of out-year automatic increases to the monthly collection rate through FY27 as follows:
 - \$1.11 effective Oct. 1, 2023
 - \$1.15 effective Oct. 1, 2024
 - \$1.77 effective Oct. 1, 2025
 - \$0.79 effective Oct. 1, 2026
- An increase of \$1.00 in the Sanitation Equipment Surcharge, bringing the surcharge to \$4.12 per month effective Oct. 1, 2022, with an additional increase of \$1.00 effective Oct. 1, 2023, bringing the Sanitation Equipment Surcharge to \$5.12 with no further anticipated increases.

Based on further discussion with council members and for the benefit of the citizens of Pensacola during this time of elevated inflation, we are postponing the introduction of or change to any ancillary charges at this time.

PRIOR ACTION:

August 18, 2022 - City Council voted to approve Proposed Ordinance No. 25-22 on first reading.

June 16, 2022 - City Council moved to postpone consideration of Proposed Ordinance No. 25-22 until August 18, 2022, to allow time for further assessment.

September 9, 2021 - City Council adopted Ordinance No. 28-21 adjusting the monthly sanitation equipment surcharge to \$3.12 and the sanitation collection fee to \$26.15.

September 10, 2020 - City Council adopted Ordinance No. 41-20 adjusting the monthly sanitation equipment surcharge to \$3.04 and the sanitation collection fee to \$25.11.

September 26, 2019 - City Council adopted Ordinance No. 22-19 adjusting the monthly sanitation equipment surcharge to \$2.04 and the sanitation collection fee to \$24.64.

September 13, 2018 - City Council adopted Ordinance No. 13-18 adjusting the monthly sanitation

equipment surcharge to \$2.00.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the proposed ordinance would set the sanitation rate at \$27.44 per month, a \$1.29 per month increase, and would set the sanitation equipment surcharge at \$4.12 per month, a \$1.00 per month increase. Based on an estimated 21,100 customers, the increase in the sanitation rate is projected to generate an additional \$326,628.00 annually in additional Residential Refuse Container Charges and the sanitation equipment surcharge is projected to generate an additional \$253,200.00 annually for capital equipment expenditures both of which have been incorporated in the FY 2023 Proposed Budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

[Click here to enter a date.](#)

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Fred Crenshaw, Sanitation Services & Fleet Management Director
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Revised Proposed Ordinance No. 25-22

PRESENTATION: Yes

PROPOSED
ORDINANCE NO. 25-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES AND THE SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-3-97 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-97. Fees and surcharges.

The following fees are hereby established for recycling, solid waste, or refuse collection services by the city as may be amended from time to time by resolution of the city council:

- (1) *New accounts, transferred accounts, and resumption of terminated service*(*):
Twenty dollars (\$20.00)
- (2) *Garbage, recycling, and trash collection fee, per month*: ~~\$26.45~~. Twenty-seven dollars and forty-four cents (\$27.44) effective October 1, 2022. Additionally, out-year automatic increases to the monthly collection rate through Oct. 1, 2026 as follows: \$1.11 effective Oct. 1, 2023; \$1.15 effective Oct. 1, 2024; \$1.77 effective Oct. 1, 2025; \$0.79 effective Oct. 1, 2026. This fee shall be automatically adjusted Further adjustments, upon approval of council, will be implemented each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.
- (3) *Premium Service*: The fee for Premium Service surcharge of twenty dollars (\$20.00) shall be added to the collection fee established herein when participating customer enrolls in this optional service. Retrieval of recycling and garbage carts, dumping, and returning carts to their originating locations are services included. This service is not applicable to trash (green waste/construction and demolition).
- (4) Provided, however, the monthly fee for garbage, recycling, and trash collection

for the dwelling of an eligible household, occupied by a person sixty-five (65) years of age or older, under the low-income home energy assistance program pursuant to F.S. § 409.508, 1993, as administered by the Escambia County Council on Aging or for the dwelling of a family heretofore determined by the housing and community development office of the city to be eligible for assistance under the Section 8 existing housing assistance payments program pursuant to 42 U.S.C., section 1437(f), shall be reduced by one dollar (\$1.00) per month commencing October 1, 1989, and by an additional one dollar (\$1.00) per month commencing October 1, 1990, provided that sufficient monies are appropriated from the general fund to replace decreased solid waste revenues caused by such fee reductions. If insufficient monies are appropriated from the general fund to replace all of such decreased solid waste revenues, then the mayor may change the amount of the fee reduction to an amount less than the amount set forth in the preceding.

- (5) *Sanitation equipment surcharge:* ~~\$3.12~~ Four dollars and twelve cents (\$4.12) per month effective Oct. 1, 2022, with an additional increase of \$1.00 effective Oct. 1, 2023, bringing the Sanitation Equipment Surcharge to five dollars and twelve cents (\$5.12). A sanitation equipment surcharge shall be added as a separate line item to all city solid waste and/or refuse collection services fees. This surcharge shall be automatically adjusted upon approval of council each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.
- (6) *Vehicle fuel and lubricant pass-through surcharge:* One dollar and thirty cents (\$1.30) per month. A sanitation services division vehicle fuel and lubricant surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, which shall be initially set on the fiscal year 2007 sanitation services fuel and lubricant budget, shall be revised by the director of finance no less frequently than annually based upon the budgeted fuel and lubricant costs adjusted for their actual costs for the previous or current fiscal years.
- (7) *Tire removal:* A surcharge of three dollars (\$3.00) per tire shall be added to the scheduled or nonscheduled bulk waste collection fee established herein whenever tire(s) more than twelve (12) inches in size are collected.
- (8) *Scheduled bulk waste collection:* The fee for scheduled bulk item collection shall be fifteen dollars (\$15.00) for the first three (3) minutes and five dollars (\$5.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.

(9) Non-scheduled bulk waste collection: The fee for nonscheduled bulk item collection shall be thirty-five dollars (\$35.00) for the first three (3) minutes and ten dollars (\$10.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.

(10) Deposits in an amount up to a total of the highest two (2) months bills for service within the previous twelve (12) months may be required of customers who, after the passage of this section, have their service cut for nonpayment or have a late payment history. The department of finance will be responsible for the judicious administration of deposits.

(11) A late charge equal to one and one-half (1½) percent per month of the unpaid previous balance

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

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

SECTION 4. This ordinance shall 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



SANITATION RATE STUDY – BENCHMARKING UPDATE

August 2022

City of Pensacola, FL

Why increase rates?



Ensure continuity of services



Replenish reserves



Account for rising labor costs



Replace aging equipment

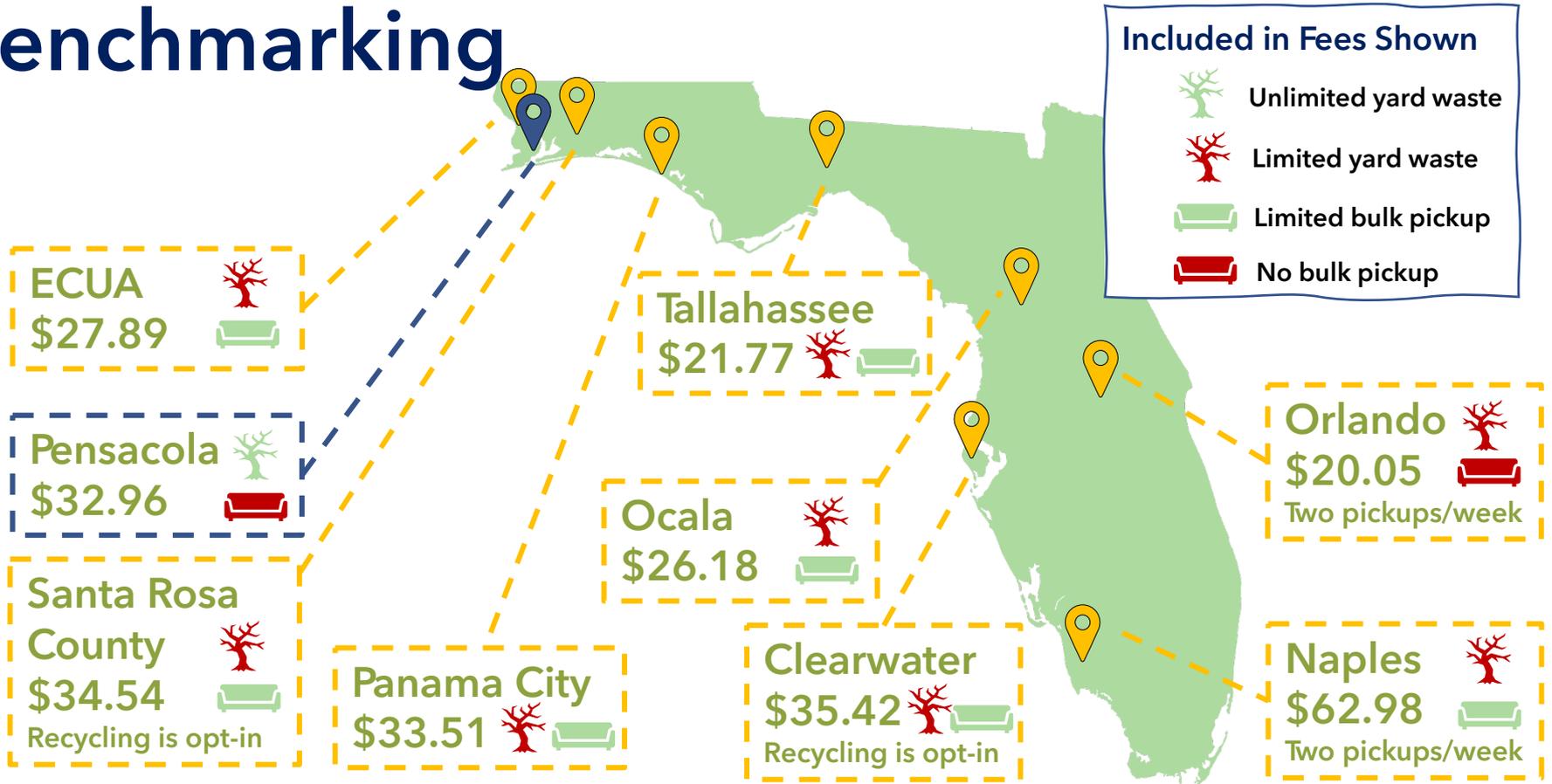
Proposed Rate Increases

Fiscal Year	FY 23	FY 24	FY 25	FY 26	FY 27
Proposed Garbage and Trash Collection Fee	\$27.44	\$28.55	\$29.70	\$31.47	\$32.26
Proposed Annual Increase in Garbage and Trash Collection Fee	\$1.29	\$1.11	\$1.15	\$1.77	\$0.79
Proposed Annual Increase in Garbage and Trash Collection Fee (%)	4.9%	4.0%	4.0%	6.0%	2.5%
Proposed Sanitation Equipment Surcharge	\$4.12	\$5.12	\$5.12	\$5.12	\$5.12
Proposed Annual Increase in Sanitation Equipment Surcharge	\$1.00	\$1.00	\$ -	\$ -	\$ -
Proposed Annual Increase in Sanitation Equipment Surcharge (%)	32%	24%	0%	0%	0%
Total Annual Increase (\$ per month per customer)	\$2.29	\$2.11	\$1.15	\$1.77	\$0.79

Effects of Proposed Rate Increases

Fiscal Year	FY 23	FY 24	FY 25	FY 26	FY 27
Net Revenue to Reserves with Proposed Increases	\$(51,415)	\$(44,722)	\$(38,954)	\$111,135	\$3,136
Reserves Year End Balance with Proposed Increases (Including Net Revenue)	\$235,372	\$190,649	\$151,696	\$262,831	\$265,967
Reserves as a Percent of Annual Operating Costs	3.0%	2.4%	1.8%	3.0%	3.1%
Equipment Fund Year End Balance with Proposed Increases	\$(547,139)	\$639,046	\$604,731	\$700,916	\$539,601

Benchmarking



Unless otherwise noted, collection services offered are comparable to Pensacola.
Rates shown include recycling collection for areas with opt-in recycling.

Yard Waste – Strategies in Other Areas

City/County	Yard Waste Collection Frequency	Max. Amt. Collected for No Additional Fee	Minimum Charge for Oversize Loads	Per Minute Labor Fee (Y/N)
Santa Rosa County	Weekly	90 gal	\$25	N
Panama City	Weekly	5 CY	\$46	N
Tallahassee	Biweekly	10 CY*	\$84.78	Y
Ocala	Weekly	<5 CY	\$33	Y
ECUA	Weekly	20 bags + 2 piles of limbs	\$42.67	N
Clearwater	Weekly	Non-Excessive Loads**	\$73.69	Y
Naples	Weekly	4 CY	\$15.56	N
Orlando	Weekly	4 CY	\$30	N
Pensacola	Weekly	∞	\$0	N

*Residents can place two 5 CY piles of either yard waste or bulky materials out for collection per pickup time.

**As identified by drivers

Bulk Pickup – Strategies in Other Areas

City/County	Bulk Pickup Frequency	Max. Amt. Collected for No Additional Fee	Minimum Charge for Oversize Loads	Per Minute Labor Fee (Y/N)
Santa Rosa County	Weekly	2 CY	\$25	N
Panama City	Weekly	5 CY	\$46	N
Tallahassee	Biweekly	10 CY*	\$84.78	Y
Ocala	Weekly	<5 CY	\$33	Y
ECUA	Weekly	1 pile up to 6'W x 6'D x 6'H (8 CY)	\$42.67	N
Clearwater	Weekly	Non-Excessive Loads**	\$73.69	Y
Naples	Must be Scheduled	∞	Free	N
Orlando	Must be Scheduled	Individually Assessed	Individually Assessed	N
Pensacola	Weekly	None	\$15	Y

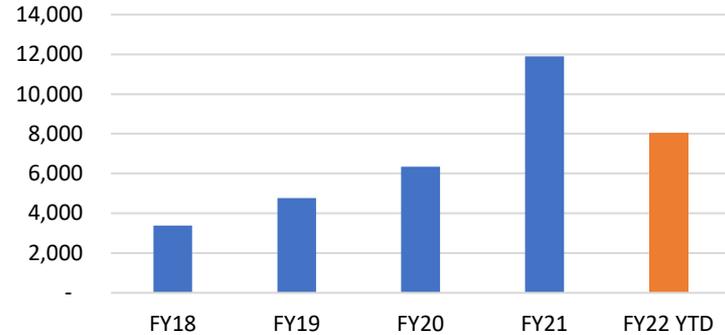
*Residents can place two 5 CY piles of either yard waste or bulky materials out for collection per pickup time.

**As identified by drivers

Overtime

- OT hours are normalizing based on YTD data
- Trash (yard waste) collection has high OT/salary ratio compared to other cost centers
- Operations with OT/Salary Ratios >20% could hide inefficiencies - **but** pandemic-induced staffing difficulties are still in effect

Total Overtime Hours



Overtime/Salary Ratio

Service (Cost Center)	(FY19-FY21) AVERAGE	YTD
 RESIDENTIAL COLLECTION	11%	6%
 RECYCLING COLLECTION	27%	14%
 TRANSFER STATION	42%	19%
 TRASH (YW) COLLECTION	39%	52%

Opportunities for Efficiency



Utilize Rubicon to streamline service



Balance routes



Loads to facility



Pack out ratio



Workload balance



Cost Saving Options



Eliminate unlimited yard waste



Schedule all bulk pickups

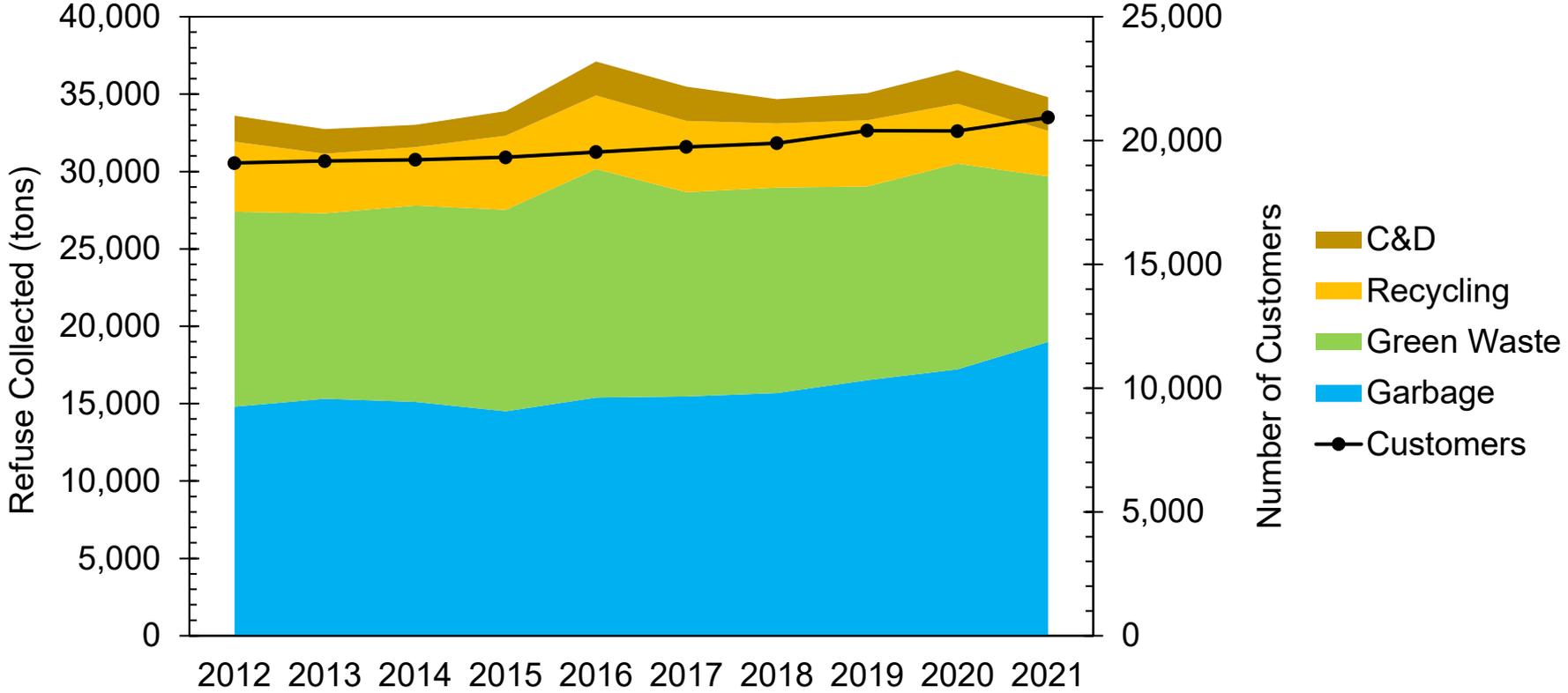


Eliminate any C&D from bulk pickups



Track & incentivize employee productivity

Collection Trends





Memorandum

File #: 33-22

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 33-22 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT-411 N. BAYLEN STREET

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 33-22 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.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Buddy Page Professional Growth Management Services, LLC is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 411 N. Baylen Street. This parcel is split zoned between the PR-2 and the R-NC (Residential/Neighborhood Commercial) zoning districts. It is solely the R-NC portion of this parcel that is proposed to be amended to the C-1, Commercial Zoning District and the FLUM to Commercial.

Existing Zoning	Proposed Zoning	Existing FLUM	Proposed FLUM	Approx. Lot Size
R-NC	C-1	RNC	C	1.1

- R-NC (existing zoning) The residential/neighborhood commercial land use district is established for the purpose of providing for a mixture of residential housing types and densities, professional uses and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When the R-NC/R-NCB zone is established in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the zoning regulations are intended to provide for infill development at a density, character and scale compatible with the surrounding area. When the R-NC/R-

NCB zoning district is located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the zoning regulations are intended to provide for mixed office, commercial and residential development.

- C-1 (proposed zoning). The C-1 zoning district's regulations are intended to provide for conveniently supplying the immediate needs of the community where the types of services rendered and the commodities sold are those which are needed frequently. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas and more intense commercial zoning. The downtown and retail commercial (C-2A and C-2) zoning districts' regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.
- RNC (existing FLUM) The Residential/ Neighborhood Commercial Land Use District is established for the purpose of providing for a mixture of residential, professional and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When located in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the districts intended to provide for infill development at a density, character and scale compatible with the surrounding area. When located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the district is intended to provide for mixed office, commercial and residential development.
- Commercial (proposed FLUM) The Commercial Future Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development.

This request has been routed through the various City departments and utility providers. Those comments are attached for your review.

On July 12, 2022, the Planning Board recommended approval of the request with a 5:0 vote.

PRIOR ACTION:

August 18, 2022 - City Council voted to approve Proposed Ordinance No. 33-22 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

7/12/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Cynthia Cannon, AICP, Assistant Planning and Zoning Manager

ATTACHMENTS:

- 1) Proposed Ordinance No. 33-22
- 2) Planning Board Rezoning Application
- 3) Planning Board Minutes July 12 2022 - DRAFT
- 4) FLUM Map 2022

PRESENTATION: No

PROPOSED
ORDINANCE NO. 33-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN
AND FUTURE LAND USE MAP OF THE CITY OF
PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the city; and

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the comprehensive plan and future land use map of the city;

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

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

LOTS 1 THROUGH 5 AND LOTS 20 THROUGH 28, ALL INCLUSIVE, IN BLOCK 12, BELMONT TRACT, ACCORDING TO THE MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS C. WATSON IN 1906.

is hereby changed from RNC, Residential Neighborhood Commercial, to C, Commercial.

SECTION 2. The city council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the city council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

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

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



REZONING

Please check application type:

- | | | |
|---|--|---------------------------------------|
| <input type="checkbox"/> Conventional Rezoning | Comprehensive Plan / FLUM Amendment | |
| Application Fee: \$2,500.00 | <input type="checkbox"/> (< 10 acres) | <input type="checkbox"/> (≥ 10 acres) |
| Rehearing/Rescheduling (Planning Board): \$250.00 | \$3,500.00 | \$3,500.00 |
| Rehearing/Rescheduling (City Council): \$750.00 | \$250.00 | \$250.00 |
| | \$750.00 | \$1,000.00 |

Applicant Information:

Name: Buddy Page Professional Growth Mgt. Svs., LLC Date: _____

Address: 5337 Hamilton Lane Pace, Florida 32571

Phone: 850-232-9853 Fax: _____ Email: budpage1@att.net

Property Information:

Owner Name: ~~Invest Baylen, LLC~~ ^{EIN} 401/411 BAYLEN, INC. Phone: _____

Location/Address: Belmont between Spring and Baylen Streets - see attached location maps

Parcel ID: 00 - 0S - 00 - 9010 - 010 - 012 Acres/Square Feet: 2.30ac

Zoning Classification: Existing RNC Proposed C-1

Future Land Use Classification: Existing N/A Proposed N/A

Reason Rezoning Requested: hotel construction.

- Required Attachments: (A) Full legal description of property (from deed or survey)
 (B) General location map with property to be rezoned indicated thereon

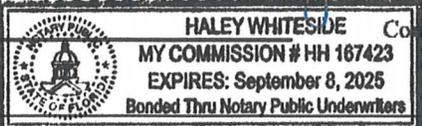
The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 10 day of May, 2022.

[Signature]
 Applicant Signature
W.C. PAGE
 Applicant Name (Print)

[Signature]
 Owner Signature
Eric J Nickelsen
 Owner Name (Print)

Sworn to and subscribed to before me this 10th day of May, 2022

Name: Halley Whiteside



Commission Expires: 09/08/2025
Eric Nickelsen is personally known to me

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P95000062853

Entity Name: 401/411 BAYLEN, INC.

Current Principal Place of Business:

17 WEST CEDAR STREET
SUITE 2
PENSACOLA, FL 32502

Current Mailing Address:

P.O. BOX 12725
PENSACOLA, FL 32591 US

FEI Number: 59-3334696

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NICKELSEN, ERIC J
120 EAST MAIN STREET
SUITE E
PENSACOLA, FL 32501 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Officer/Director Detail :

Title D
Name CHADBOURNE, EDWARD M JR.
Address 192 HEWITT STREET
City-State-Zip: PENSACOLA FL 32503

Title PD
Name NICKELSEN, ERIC J
Address 120 EAST MAIN STREET, SUITE E
City-State-Zip: PENSACOLA FL 32502

Title DV
Name RUSSENBERGER, RAY D
Address 1901 CYPRESS STREET
City-State-Zip: PENSACOLA FL 32501

Title DST
Name MORETTE, SHARON S
Address 2503 NORTH 12TH AVE
City-State-Zip: PENSACOLA FL 32503

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ERIC NICKELSEN

PRESIDENT

04/18/2022

_____ Electronic Signature of Signing Officer/Director Detail

_____ Date

19 5/2
2625

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

401/411 BAYLEN, INC.

D S PD \$2,625.00
Mort \$0.00 ASUM \$0.00
NOVEMBER 29, 1995
Ernie Lee Magaha,
Clerk of the Circuit Court
BY: *[Signature]* D.C.

THIS DEED, made this 28th day of November 1995, by ESCAMBIA COUNTY, a political subdivision of the state of Florida, acting through its duly authorized BOARD OF COUNTY COMMISSIONERS, party of the first part ("Grantor"), and 401/411 BAYLEN, INC., party of the second part ("Grantee"), whose mailing address is P. O. Box 986, Pensacola, Florida 32595.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Three Hundred Seventy Five Thousand Dollars and No/100 (\$375,000.00), and other good and valuable considerations in hand paid by Grantee, the receipt of which is hereby acknowledged, does grant, bargain, sell, release, remise and convey unto Grantee, Grantee's heirs, successors and assigns, forever, the real property described in Exhibit "A" attached hereto, situate, lying and being in Escambia County, Florida.

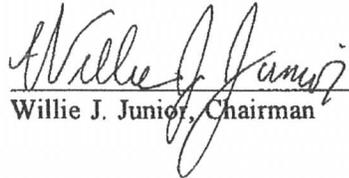
SUBJECT TO:

- a. Ad valorem real property taxes for the years subsequent to the time of closing and applicable land use regulations.
- b. Unrecorded Lease Agreement dated July 6, 1995 by and between Escambia County and the Civil Service Board of Escambia County.
- c. Restrictions and easement recorded on plat.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining in fee simple.

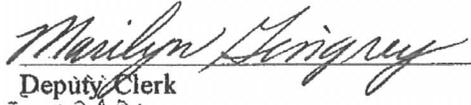
IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

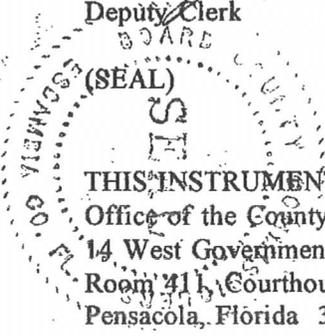


Willie J. Junior, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court



Deputy Clerk



THIS INSTRUMENT PREPARED BY:
Office of the County Attorney
14 West Government Street
Room 411, Courthouse Annex
Pensacola, Florida 32501

f:\user\instupar\docs\sale\baylen.ded
September 14, 1995

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of that certain parcel(s) of property lying and being situated in the County of Escambia, State of Florida, and being more particularly described as follows:

PARCEL NO. 1

The North 10 feet of Lot 8, all of Lots 9 and 10, Block 12, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 2

The east 13 feet of Lots 1 thru 5 inclusive; the East 8 feet of Lot 12; all of Lots 13 and 14; all of Lots 18 thru 22 inclusive; the North 86 feet of Lots 25, 26 and 27; Lot 28; LESS the East 15 feet of the South 64 feet thereof, all in Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 3

All of Lots 23 and 24; the South 64 feet of Lots 25 and 26, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 4

The South 64 feet of Lot 27, and the East 15 feet of the South 64 feet of Lot 28, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 5

The West 55 feet of the East 68 feet of Lot 1, the West 55 feet of the East 68 feet of the South 25 feet of Lot 2, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 6

The West 57 feet of Lot 1, the West 112 feet of Lot 2, LESS the East 55 feet of the South 25 feet thereof; the West 112 feet of Lots 3 thru 5 inclusive, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

OR Bk3878 Pg0392
INSTRUMENT 00255830

BEING ALSO DESCRIBED AS FOLLOWS:

All of Lots 1 thru 5, both inclusive, 9, 10, 13, 14 18 through 28, both inclusive, the North 10 feet of Lot 8 and the East 8 feet of Lot 12, Block 12, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

Parcel Identification Number: 00-05-00-9010-010-002 (As to Parcels 1, 2, 4, 5,
&6)
00-05-00-9010-230-12 (As to Parcel 3)

Approximately 2.30 acres

Instrument 00255830
Filed and recorded in the
Official Records
NOVEMBER 29, 1995
at 01:59 P.M.
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

← Nav. Mode Account Parcel ID →

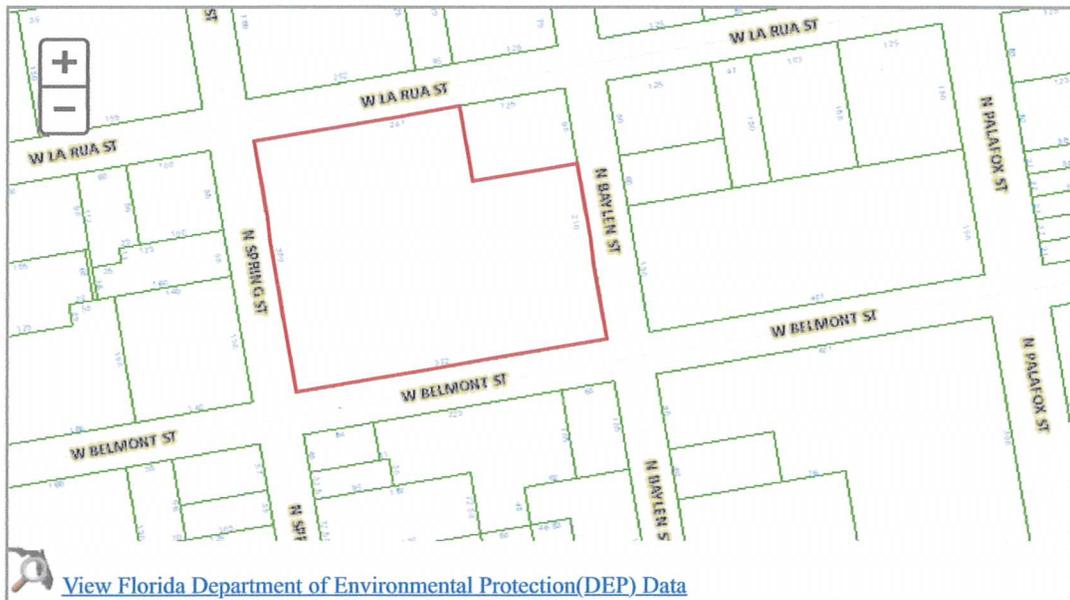
Printer Friendly Version

General Information Parcel ID: 000S009010010012 Account: 131049000 Owners: 401/411 BAYLEN INC Mail: PO BOX 12725 PENSACOLA, FL 32591 Situs: 411 N BAYLEN ST 32501 Use Code: OFFICE, MULTI-STORY Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</small>	Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>\$480,902</td> <td>\$1,303,568</td> <td>\$1,784,470</td> <td>\$1,784,470</td> </tr> <tr> <td>2020</td> <td>\$455,855</td> <td>\$1,305,275</td> <td>\$1,761,130</td> <td>\$1,761,130</td> </tr> <tr> <td>2019</td> <td>\$455,855</td> <td>\$1,270,916</td> <td>\$1,726,771</td> <td>\$1,606,840</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Market Value Breakdown Letter</p> <p style="text-align: center;">Tax Estimator</p> <p style="text-align: center;">Download Income & Expense Survey</p>	Year	Land	Imprv	Total	Cap Val	2021	\$480,902	\$1,303,568	\$1,784,470	\$1,784,470	2020	\$455,855	\$1,305,275	\$1,761,130	\$1,761,130	2019	\$455,855	\$1,270,916	\$1,726,771	\$1,606,840
Year	Land	Imprv	Total	Cap Val																	
2021	\$480,902	\$1,303,568	\$1,784,470	\$1,784,470																	
2020	\$455,855	\$1,305,275	\$1,761,130	\$1,761,130																	
2019	\$455,855	\$1,270,916	\$1,726,771	\$1,606,840																	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/1995	3878	389	\$375,000	WD	
07/1994	3622	385	\$375,000	WD	
10/1983	1819	581	\$100	WD	
08/1983	1796	216	\$100	QC	
<small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>					

2021 Certified Roll Exemptions
None
Legal Description
LTS 1 THRU 14 & LTS 18 THRU 28 BLK 12 BELMONT TRACT OR 3878 P 389 OR 4296 P 316 OR 4882 P 489 CA 76
Extra Features
ASPHALT PAVEMENT BRICK PAVING/WALK CONCRETE PAVING CONCRETE WALKS ELEVATOR MISC PARKING LIGHT WOOD FENCE

Parcel Information Section Map Id: CA076 Approx. Acreage: 2.3037 Zoned: CONSULT ZONING AUTHORITY Evacuation & Flood Information Open Report	Launch Interactive Map
--	--



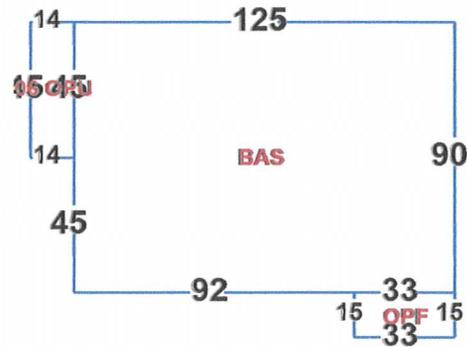
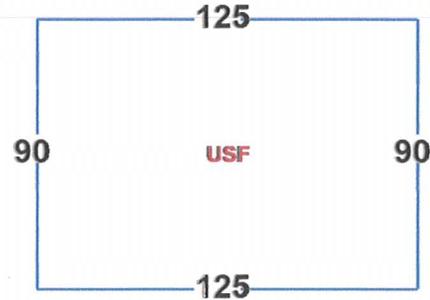
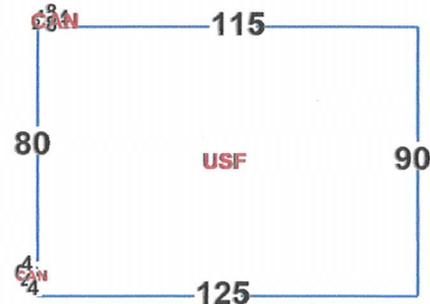
[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Address:411 N BAYLEN ST, Year Built: 1972, Effective Year: 1980, PA Building ID#: 17602

Structural Elements

- DECOR/MILLWORK-AVERAGE
- DWELLING UNITS-0
- EXTERIOR WALL-PRECAST PAN/CON
- EXTERIOR WALL-BRICK-BLK.BKUP.
- FLOOR COVER-CARPET
- FOUNDATION-SLAB ON GRADE
- HEAT/AIR-CENTRAL H/AC
- INTERIOR WALL-PANEL-CUSTOM
- INTERIOR WALL-DRYWALL-PLASTER
- NO. PLUMBING FIXTURES-24
- NO. STORIES-2
- ROOF COVER-BLT UP MTL/GYP
- ROOF FRAMING-CONCRETE
- STORY HEIGHT-10
- STRUCTURAL FRAME-MASONRY PIL/STL



Areas - 34931 Total SF

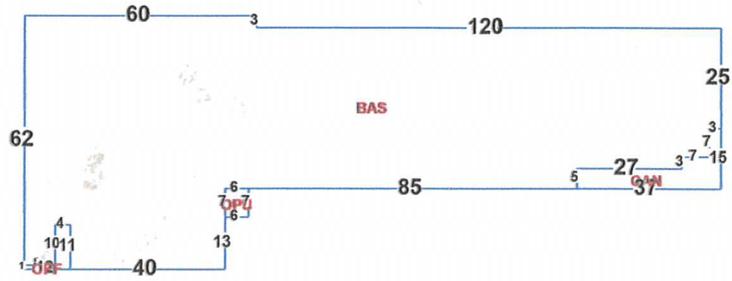
- BASE AREA - 11250
- CANOPY - 56
- OPEN PORCH FIN - 495
- OPEN PORCH UNF - 630
- UPPER STORY FIN - 22500

Address:401 N BAYLEN ST, Year Built: 1960, Effective Year: 1980, PA Building ID#: 17603

Structural Elements

- DECOR/MILLWORK-ABOVE AVERAGE
- DWELLING UNITS-0

EXTERIOR WALL-BRICK-FACE/VENEER
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-13
NO. STORIES-1
ROOF COVER-BLT UP ON WOOD
ROOF FRAMING-WOOD FRAME/TRUS
STORY HEIGHT-10
STRUCTURAL FRAME-MASONRY PIL/STL



Areas - 8462 Total SF
BASE AREA - 8132
CANOPY - 236
OPEN PORCH FIN - 52
OPEN PORCH UNF - 42

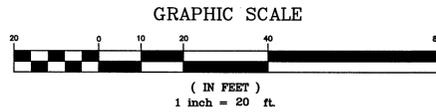
Images



1/5/22

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:01/10/2022 (tc.12591)



REZONING BOUNDARY SURVEY

A PORTION OF BLOCK 12,
"THE CITY OF PENSACOLA"
ESCAMBIA COUNTY, FLORIDA.
ADDRESS: N/A

NO.	DATE	APPR.	REVISIONS:

MERRILL PARKER SHAW, INC.
PROFESSIONAL SURVEYING SERVICES
4928 N. DAVIS HWY.
PENSACOLA, FL 32503
FLORIDA CORPORATION NUMBER 7174

DATE: 03/03/2022
CHECKED: EWP
DRAWN: ROC
FIELD DATE: 05/23/22

SCALE: 1" = 20'
FIELD BOOK: 492, PAGE 46

REZONING BOUNDARY SURVEY
A PORTION OF BLOCK 12,
"THE CITY OF PENSACOLA"
ESCAMBIA COUNTY, FLORIDA.
ADDRESS: N/A

REQUESTED BY: JATIN BHAKTA
PREPARED FOR: JATIN BHAKTA

JOB NO. SHEET
22-14343 1 OF 1
REZONE

DESCRIPTION: (PREPARED BY MERRILL PARKER SHAW, INC.)
LOTS 1 THROUGH 5 AND LOTS 20 THROUGH 28, ALL INCLUSIVE, IN BLOCK 12, BELMONT TRACT, ACCORDING TO THE MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS G. WATSON IN 1906.

SURVEYOR'S NOTES:

- 1) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 09 DEGREES 49 MINUTES 29 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF N. BAYLEN STREET (50' R/W) IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.
- 2) SOURCE OF INFORMATION: THE DEEDS OF RECORD IN ESCAMBIA COUNTY, FLORIDA, THE RECORD MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS G. WATSON IN 1906, AND EXISTING FIELD MONUMENTATION.
- 3) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY.
- 4) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
- 5) THE DIMENSIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS.
- 6) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.
- 7) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.
- 8) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.
- 9) THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION GPS NETWORK.

LEGEND:

- ① ~ 1/2" PLAIN IRON PIPE, UNNUMBERED (FOUND)
- ~ MAG NAIL, UNNUMBERED (FOUND)
- ~ 1/2" PLAIN IRON ROD, UNNUMBERED (FOUND)
- ~ 1/2" CAPPED IRON ROD, NUMBER 7174 (FOUND)
- ~ 1/2" RED-CAPPED IRON ROD, NUMBER 7174 (FOUND)
- ~ NAIL AND DISK IN CONCRETE WALL, 7174 (FOUND)
- ~ NAIL & DISK IN ASPHALT ROAD, NUMBER 7174 (FOUND)
- ~ NAIL & DISK NUMBER 7174 (SET)
- ~ 1/2" CAPPED IRON ROD, NUMBER 7174 (SET)
- P.I. ~ POINT OF INTERSECTION
- R/W ~ RIGHT OF WAY
- O.R. ~ OFFICIAL RECORDS
- (P) ~ PLATTED INFORMATION (CITY OF PENSACOLA)
- (F) ~ FIELD MEASUREMENT/ INFORMATION
- (D) ~ DEED / DESCRIPTION INFORMATION
- F.O.C. ~ FIBER OPTIC CABLE
- DBH ~ DIAMETER AT BREST HEIGHT
- ~ INDICATES NOT TO SCALE
- ~ OVERHEAD ELECTRIC LINE
- ~ 6" HIGH WOOD PRIVACY FENCE
- ~ 4' HIGH CHAIN LINK FENCE
- ~ 4' HIGH WOOD FENCE
- ~ UTILITY POLE
- ⊗ ~ WATER VALVE
- ⊕ ~ WATER METER
- ⊙ ~ LIGHT POLE

CERTIFIED TO:

JATIN BHAKTA
THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 63-17.001 AND 63-17.002, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL 32503
E. Wayne Parker 5/24/22
E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3863 CORPORATE NUMBER 7174
STATE OF FLORIDA

DESCRIPTION: (PREPARED BY MERRILL PARKER SHAW,
INC)

LOTS 1 THROUGH 14 AND LOTS 18 THROUGH 28, ALL
INCLUSIVE, IN BLOCK 12, BELMONT TRACT, ACCORDING TO
THE MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY
THOMAS C. WARSON IN 1906.



Via E-Mail: jb@investfl.com

February 9, 2022

Jay Bhakta, President
Lodging Investments
8816 Spider Lily Way
Pensacola, FL 32526

*Re: Protected Tree Assessment
411 N Baylen Street, Escambia County, FL
WSI Project #2022-114*

Dear Mr. Bhakta,

As requested, WSI has physically identified trees afforded protection under City of Pensacola's Land Development Code within the parcel located at 411 N. Baylen Street in Pensacola, Florida. Each tree was marked in the field and located via GPS. See attached sketch.

Please understand that the tree locations provided by Wetland Sciences Inc. is not a survey and should be considered approximate unless verified by a land survey or other appropriate means. Wetland Sciences, Inc. is not a licensed surveyor or mapping company.

Please call me if you should have any questions. If

Sincerely,
WETLAND SCIENCES, INC.

Keith Johnson
Environmental Scientist

 SUBJECT PROPERTY
 2.3± AC (GIS CALCULATED)

 FIELD LOCATED TREES
 *SEE ATTACHED LIST

ID	Common	Name	Scientific	DBH (in)	Notes
T-1	Live Oak		<i>Quercus virginiana</i>	65.0	Heritage
T-2	Live Oak		<i>Quercus virginiana</i>	36.5	Heritage
T-3	Laurel Oak		<i>Quercus hemisphaerica</i>	35.6	Heritage, Storm Damage, large branch broken
T-4	Live Oak		<i>Quercus virginiana</i>	36.0	Heritage

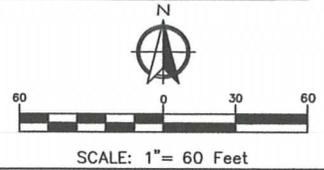
NOTE: THIS IS NOT A SURVEY. ALL DATA WITHIN THIS MAP ARE SUPPLIED AS IS, WITHOUT WARRANTY. THIS PRODUCT HAS NOT BEEN PREPARED FOR LEGAL, ENGINEERING, OR SURVEY PURPOSES. USERS OF THIS INFORMATION SHOULD REVIEW OR CONSULT THE PRIMARY DATA SOURCES TO ASCERTAIN THE USABILITY OF THE INFORMATION.



ENVIRONMENTAL CONSULTANTS

3308 GULF BEACH HIGHWAY
 PENSACOLA, FLORIDA 32507
 TEL: 850.453.4700
 CRAIG@WETLANDSCIENCES.COM

PROJECT NAME:	411 N BAYLEN ST
TREE LOCATION SKETCH	
PROJECT NO.:	2022-114
DRAWN BY:	GEJ
DATE:	2/7/2022
SHEET:	1





MINUTES OF THE PLANNING BOARD

July 12, 2022

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose, Board Member Villegas

MEMBERS ABSENT: Board Member Powell, Board Member Sampson

STAFF PRESENT: Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Deputy City Administrator Forte, Cultural Affairs Coordinator Robinson, Executive Assistant Development Services Chwastyk, Help Desk Technician Russo

STAFF VIRTUAL: Development Services Director Morris, Senior Planner Statler

OTHERS PRESENT: Jo MacDonald, Buddy Page, Jake Renfro, MaryAnn Neamatalla, John Neamatalla, David Fitzpatrick

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from June 14, 2022
- **New Business:**
- Request for Zoning Map and Future Land Use Map (FLUM) Amendment for 411 N. Baylen Street
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Paul Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Larson made a motion to approve the June 14, 2022 minutes, seconded by Board Member Van Hoose, and it carried 5:0.

New Business –

**REQUEST FOR ZONING MAP AND FUTURE LAND USE MAP (FLUM)
AMENDMENT FOR 411 N. BAYLEN STREET**

Assistant Planning & Zoning Manager Cannon introduced the item and gave a brief overview of what is allowed in C-1. Buddy Page was called to speak on the item. Mr. Page mentioned he worked closely with Jo MacDonald regarding various concerns, including trees. Mr. Page went through all the changes to make the building aesthetically pleasing to the neighborhood. All development will occur on the south side of the parcel. Ms. MacDonald, President of the North Hill Preservation spoke in favor of the rezoning. Ms. MacDonald stated there were they had no reservations since it does not affect the north section of the parcel which is PR-2. Ms. MacDonald appreciated the changes being made but asked if it could be made conditional and go back to RNC if the developers walked away from the project. Chairperson Paul Ritz stated they cannot legally make it conditional. On behalf of the residents, Ms. MacDonald stated they approve of the most recent renderings. Jake Renfroe of Christ Church also addressed the board. Mr. Renfroe stated he is excited about the proposal; his only concern is if the project fell through but he also understands the board's restrictions against placing conditions on a rezoning request. Chairperson Paul Ritz stated the board is only there to determine if C-1 is appropriate for this parcel. Board Member Grundhoefer asked about the process and if it would be required to submit an application for aesthetic review. Historic Preservation Planner Harding stated any demolition and redevelopment on the north side would need ARB approval; however, the southern half would only be subject to the CRA Urban Overlay District. Board Member Grundhoefer asked if there were any red flags regarding the parking. Historic Preservation Planner Harding stated from an ARB perspective there were no concerns. Board Member Grundhoefer asked Mr. Page if a civil engineer was involved and how stormwater was being handled. David Fitzpatrick stated the site has 100% impervious coverage and is therefore exempt from additional stormwater requirements. David Fitzpatrick stated they will follow the same drainage trends that are existing and not looking at any retention onsite. Board Member Grundhoefer inquired about the establishment of the North Hill Preservation District. Historic Preservation Planner Harding stated that it was established around 1973.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Larson, and it carried 5:0.

Adjournment – With no further business, the Board adjourned at 2:27 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning & Zoning Manager
Secretary to the Board

0 90 180 Feet

Date: 6/28/2022



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map_Archives\Planning\ZoningFLUChanges\401_411_Baylen\ProposedFLU.mxd



Proposed Future Land Use

H.P.

W LA RUA ST

- Requested Rezoning Area - 401/411 N Baylen St
- COMMERCIAL
- HISTORIC AND PRESERVATION
- MEDIUM DENSITY RESIDENTIAL
- RESIDENTIAL NEIGHBORHOOD COMMERCIAL

N SPRING ST

411 N BAYLEN ST

N BAYLEN ST

C.

W BELMONT ST

M.D.R.

N BARCELONA ST

R.N.C.

M.D.R.



Memorandum

File #: 34-22

City Council

9/15/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 34-22 - REQUEST FOR ZONING MAP AMENDMENT - 411 N. BAYLEN STREET

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 34-22 on second reading.

AN ORDINANCE AMENDING THE ZONING CLASIFICATION FOR CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

Buddy Page Professional Growth Management Services, LLC is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 411 N. Baylen Street. This parcel is split zoned between the PR-2 and the R-NC (Residential/Neighborhood Commercial) zoning districts. It is solely the R-NC portion of this parcel that is proposed to be amended to the C-1, Commercial Zoning District and the FLUM to Commercial.

Existing Zoning	Proposed Zoning	Existing FLUM	Proposed FLUM	Approx. Lot Size
R-NC	C-1	RNC	C	1.1

- R-NC (*existing* zoning) The residential/neighborhood commercial land use district is established for the purpose of providing for a mixture of residential housing types and densities, professional uses and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When the R-NC/R-NCB zone is established in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be

necessary and desirable, the zoning regulations are intended to provide for infill development at a density, character and scale compatible with the surrounding area. When the R-NC/R-NCB zoning district is located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the zoning regulations are intended to provide for mixed office, commercial and residential development.

- C-1 (proposed zoning). The C-1 zoning district's regulations are intended to provide for conveniently supplying the immediate needs of the community where the types of services rendered and the commodities sold are those which are needed frequently. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas and more intense commercial zoning. The downtown and retail commercial (C-2A and C-2) zoning districts' regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.
- RNC (existing FLUM) The Residential/ Neighborhood Commercial Land Use District is established for the purpose of providing for a mixture of residential, professional and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When located in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the districts intended to provide for infill development at a density, character and scale compatible with the surrounding area. When located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the district is intended to provide for mixed office, commercial and residential development.
- Commercial (proposed FLUM) The Commercial Future Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development.

This request has been routed through the various City departments and utility providers. Those comments are attached for your review.

On July 12, 2022, the Planning Board recommended approval of the request with a 5:0 vote.

PRIOR ACTION:

August 18, 2022 - City Council voted to approve Proposed Ordinance No. 34-22 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

7/12/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Cynthia Cannon, AICP, Assistant Planning and Zoning Manager

ATTACHMENTS:

- 1) Proposed Ordinance No. 34-22
- 2) Planning Board Rezoning Application
- 3) Planning Board Minutes July 12 2022 - DRAFT
- 4) Zoning Map 2022

PRESENTATION: No.

PROPOSED
ORDINANCE NO. 34-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on August 18, 2022, concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the city; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended;

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

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

LOTS 1 THROUGH 5 AND LOTS 20 THROUGH 28, ALL INCLUSIVE, IN BLOCK 12, BELMONT TRACT, ACCORDING TO THE MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS C. WATSON IN 1906.

is hereby changed from R-NC, Residential/Neighborhood Commercial Land Use District, to C-1, Commercial Land Use.

SECTION 2. If any word, phrase, clause, paragraph, section, or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



REZONING

Please check application type:

<input type="checkbox"/> Conventional Rezoning	Comprehensive Plan / FLUM Amendment	
Application Fee: \$2,500.00	<input type="checkbox"/> (< 10 acres)	<input type="checkbox"/> (≥ 10 acres)
Rehearing/Rescheduling (Planning Board): \$250.00	\$3,500.00	\$3,500.00
Rehearing/Rescheduling (City Council): \$750.00	\$250.00	\$250.00
	\$750.00	\$1,000.00

Applicant Information:

Name: Buddy Page Professional Growth Mgt. Svs., LLC Date: _____

Address: 5337 Hamilton Lane Pace, Florida 32571

Phone: 850-232-9853 Fax: _____ Email: budpage1@att.net

Property Information:

Owner Name: ~~Invest Baylen, LLC~~ ^{EIN} 401/411 BAYLEN, INC. Phone: _____

Location/Address: Belmont between Spring and Baylen Streets - see attached location maps

Parcel ID: 00 - 0S - 00 - 9010 - 010 - 012 Acres/Square Feet: 2.30ac

Zoning Classification: Existing RNC Proposed C-1

Future Land Use Classification: Existing N/A Proposed N/A

Reason Rezoning Requested: hotel construction.

- Required Attachments:
- (A) Full legal description of property (from deed or survey)
 - (B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 10 day of May, 2022.

[Signature]
Applicant Signature

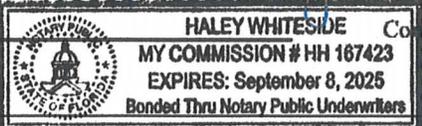
[Signature]
Owner Signature

W.C. PAGE
Applicant Name (Print)

Eric J Nickelsen
Owner Name (Print)

Sworn to and subscribed to before me this 10th day of May, 2022

Name: Halley Whiteside



Commission Expires: 09/08/2025
Eric Nickelsen is personally known to me

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P95000062853

Entity Name: 401/411 BAYLEN, INC.

Current Principal Place of Business:

17 WEST CEDAR STREET
SUITE 2
PENSACOLA, FL 32502

Current Mailing Address:

P.O. BOX 12725
PENSACOLA, FL 32591 US

FEI Number: 59-3334696

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NICKELSEN, ERIC J
120 EAST MAIN STREET
SUITE E
PENSACOLA, FL 32501 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D
Name CHADBOURNE, EDWARD M JR.
Address 192 HEWITT STREET
City-State-Zip: PENSACOLA FL 32503

Title PD
Name NICKELSEN, ERIC J
Address 120 EAST MAIN STREET, SUITE E
City-State-Zip: PENSACOLA FL 32502

Title DV
Name RUSSENBERGER, RAY D
Address 1901 CYPRESS STREET
City-State-Zip: PENSACOLA FL 32501

Title DST
Name MORETTE, SHARON S
Address 2503 NORTH 12TH AVE
City-State-Zip: PENSACOLA FL 32503

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ERIC NICKELSEN

PRESIDENT

04/18/2022

Electronic Signature of Signing Officer/Director Detail

Date

19 3/27
2625

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED
401/411 BAYLEN, INC.

D S PD \$2,625.00
Mort \$0.00 ASUM \$0.00
NOVEMBER 29, 1995
Ernie Lee Magaha,
Clerk of the Circuit Court
BY: *[Signature]* D.C.

THIS DEED, made this 28th day of November 1995, by ESCAMBIA COUNTY, a political subdivision of the state of Florida, acting through its duly authorized BOARD OF COUNTY COMMISSIONERS, party of the first part ("Grantor"), and 401/411 BAYLEN, INC., party of the second part ("Grantee"), whose mailing address is P. O. Box 986, Pensacola, Florida 32595.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Three Hundred Seventy Five Thousand Dollars and No/100 (\$375,000.00), and other good and valuable considerations in hand paid by Grantee, the receipt of which is hereby acknowledged, does grant, bargain, sell, release, remise and convey unto Grantee, Grantee's heirs, successors and assigns, forever, the real property described in Exhibit "A" attached hereto, situate, lying and being in Escambia County, Florida.

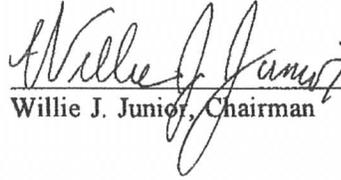
SUBJECT TO:

- a. Ad valorem real property taxes for the years subsequent to the time of closing and applicable land use regulations.
- b. Unrecorded Lease Agreement dated July 6, 1995 by and between Escambia County and the Civil Service Board of Escambia County.
- c. Restrictions and easement recorded on plat.

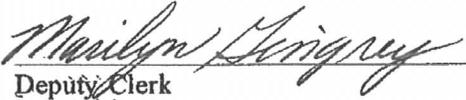
TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining in fee simple.

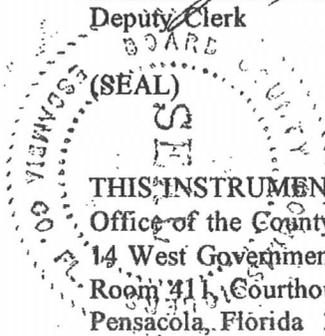
IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS


Willie J. Junior, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court


Deputy Clerk



THIS INSTRUMENT PREPARED BY:
Office of the County Attorney
14 West Government Street
Room 411, Courthouse Annex
Pensacola, Florida 32501

f:\user\instupar\docs\sale\baylen.ded
September 14, 1995

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of that certain parcel(s) of property lying and being situated in the County of Escambia, State of Florida, and being more particularly described as follows:

PARCEL NO. 1

The North 10 feet of Lot 8, all of Lots 9 and 10, Block 12, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 2

The east 13 feet of Lots 1 thru 5 inclusive; the East 8 feet of Lot 12; all of Lots 13 and 14; all of Lots 18 thru 22 inclusive; the North 86 feet of Lots 25, 26 and 27; Lot 28; LESS the East 15 feet of the South 64 feet thereof, all in Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 3

All of Lots 23 and 24; the South 64 feet of Lots 25 and 26, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 4

The South 64 feet of Lot 27, and the East 15 feet of the South 64 feet of Lot 28, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 5

The West 55 feet of the East 68 feet of Lot 1, the West 55 feet of the East 68 feet of the South 25 feet of Lot 2, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

PARCEL NO. 6

The West 57 feet of Lot 1, the West 112 feet of Lot 2, LESS the East 55 feet of the South 25 feet thereof; the West 112 feet of Lots 3 thru 5 inclusive, Block 12, Belmont Tract in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

OR Bk3878 Pg0392
INSTRUMENT 00255830

BEING ALSO DESCRIBED AS FOLLOWS:

All of Lots 1 thru 5, both inclusive, 9, 10, 13, 14 18 through 28, both inclusive, the North 10 feet of Lot 8 and the East 8 feet of Lot 12, Block 12, Belmont Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City copywrited by Thomas C. Watson and Company in 1906.

Parcel Identification Number: 00-05-00-9010-010-002 (As to Parcels 1, 2, 4, 5,
&6)
00-05-00-9010-230-12 (As to Parcel 3)

Approximately 2.30 acres

Instrument 00255830
Filed and recorded in the
Official Records
NOVEMBER 29, 1995
at 01:59 P.M.
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida



Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

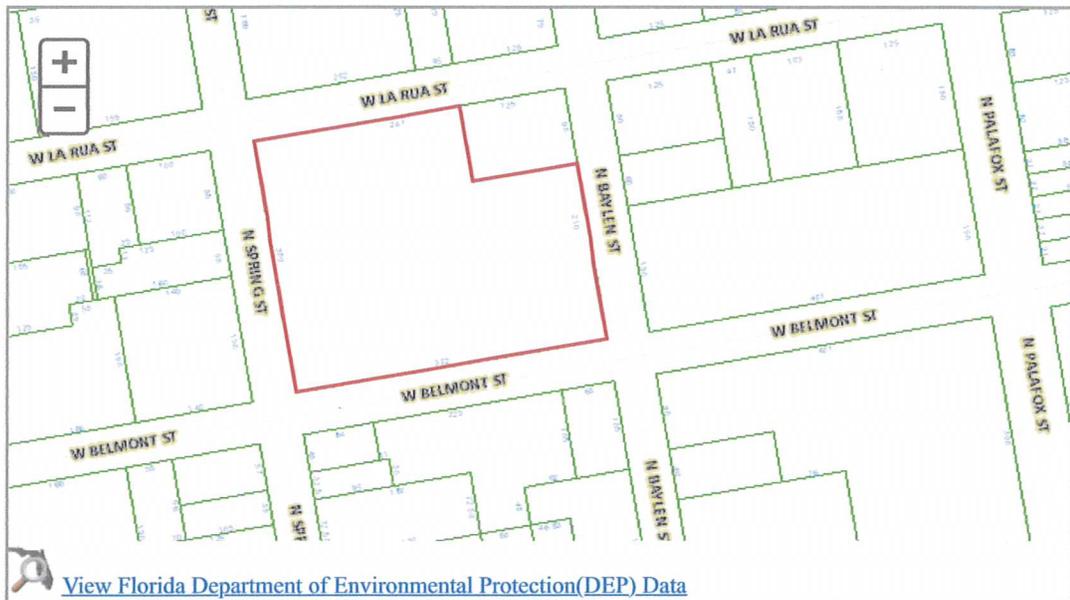
Nav. Mode
 Account
 Parcel ID

[Printer Friendly Version](#)

General Information		Assessments				
Parcel ID:	000S009010010012	Year	Land	Imprv	Total	Cap Val
Account:	131049000	2021	\$480,902	\$1,303,568	\$1,784,470	\$1,784,470
Owners:	401/411 BAYLEN INC	2020	\$455,855	\$1,305,275	\$1,761,130	\$1,761,130
Mail:	PO BOX 12725 PENSACOLA, FL 32591	2019	\$455,855	\$1,270,916	\$1,726,771	\$1,606,840
Situs:	411 N BAYLEN ST 32501	Disclaimer				
Use Code:	OFFICE, MULTI-STORY	Market Value Breakdown Letter				
Taxing Authority:	PENSACOLA CITY LIMITS	Tax Estimator				
Tax Inquiry:	Open Tax Inquiry Window	Download Income & Expense Survey				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2021 Certified Roll Exemptions
					Official Records (New Window)	None
Sale Date	Book	Page	Value	Type		Legal Description
11/1995	3878	389	\$375,000	WD		LTS 1 THRU 14 & LTS 18 THRU 28 BLK 12 BELMONT TRACT OR 3878 P 389 OR 4296 P 316 OR 4882 P 489 CA 76
07/1994	3622	385	\$375,000	WD		Extra Features
10/1983	1819	581	\$100	WD		ASPHALT PAVEMENT
08/1983	1796	216	\$100	QC		BRICK PAVING/WALK
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						CONCRETE PAVING
						CONCRETE WALKS
						ELEVATOR
						MISC
						PARKING LIGHT
						WOOD FENCE

Parcel Information	Launch Interactive Map
Section Map Id: CA076	
Approx. Acreage: 2.3037	
Zoned: CONSULT ZONING AUTHORITY	
Evacuation & Flood Information Open Report	



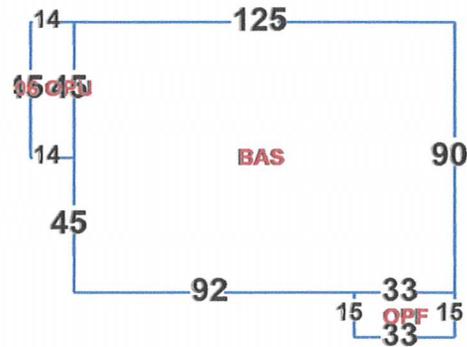
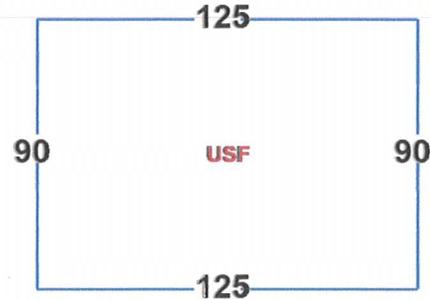
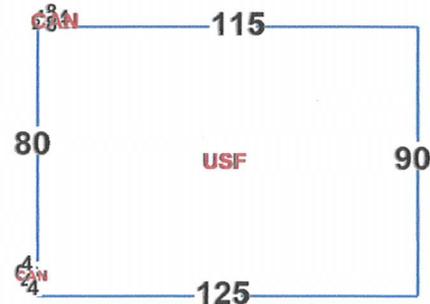
[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Address:411 N BAYLEN ST, Year Built: 1972, Effective Year: 1980, PA Building ID#: 17602

Structural Elements

- DECOR/MILLWORK-AVERAGE
- DWELLING UNITS-0
- EXTERIOR WALL-PRECAST PAN/CON
- EXTERIOR WALL-BRICK-BLK.BKUP.
- FLOOR COVER-CARPET
- FOUNDATION-SLAB ON GRADE
- HEAT/AIR-CENTRAL H/AC
- INTERIOR WALL-PANEL-CUSTOM
- INTERIOR WALL-DRYWALL-PLASTER
- NO. PLUMBING FIXTURES-24
- NO. STORIES-2
- ROOF COVER-BLT UP MTL/GYP
- ROOF FRAMING-CONCRETE
- STORY HEIGHT-10
- STRUCTURAL FRAME-MASONRY PIL/STL



Areas - 34931 Total SF

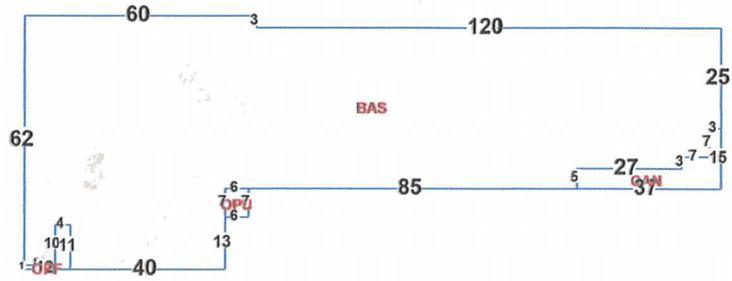
- BASE AREA - 11250
- CANOPY - 56
- OPEN PORCH FIN - 495
- OPEN PORCH UNF - 630
- UPPER STORY FIN - 22500

Address:401 N BAYLEN ST, Year Built: 1960, Effective Year: 1980, PA Building ID#: 17603

Structural Elements

- DECOR/MILLWORK-ABOVE AVERAGE
- DWELLING UNITS-0

EXTERIOR WALL-BRICK-FACE/VENEER
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-13
NO. STORIES-1
ROOF COVER-BLT UP ON WOOD
ROOF FRAMING-WOOD FRAME/TRUS
STORY HEIGHT-10
STRUCTURAL FRAME-MASONRY PIL/STL



Areas - 8462 Total SF
BASE AREA - 8132
CANOPY - 236
OPEN PORCH FIN - 52
OPEN PORCH UNF - 42

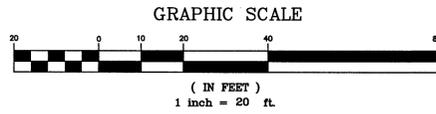
Images



1/5/22

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:01/10/2022 (tc.12591)



REZONING BOUNDARY SURVEY

A PORTION OF BLOCK 12,
"THE CITY OF PENSACOLA"
ESCAMBIA COUNTY, FLORIDA.
ADDRESS: N/A

NO.	DATE	APPR.	REVISIONS:

MERRILL PARKER SHAW, INC.
PROFESSIONAL SURVEYING SERVICES
4928 N. DAVIS HWY.
PENSACOLA, FL 32503
PHONE: (850) 478-4823
FAX: (850) 478-4824
FLORIDA CORPORATION NUMBER 1714

DATE: 03/03/2022
CHECKED: EWP
DRAWN: ROC
FIELD DATE: 05/23/22
FIELD BOOK: 492, PAGE 46

REZONING BOUNDARY SURVEY
A PORTION OF BLOCK 12,
"THE CITY OF PENSACOLA"
ESCAMBIA COUNTY, FLORIDA.
ADDRESS: N/A

REQUESTED BY: JATIN BHAKTA
PREPARED FOR: JATIN BHAKTA

JOB NO. SHEET
22-14343 1 OF 1
REZONE

DESCRIPTION: (PREPARED BY MERRILL, PARKER, SHAW, INC.)
LOTS 1 THROUGH 5 AND LOTS 20 THROUGH 28, ALL INCLUSIVE, IN BLOCK 12, BELMONT TRACT, ACCORDING TO THE MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS G. WARSON IN 1906.

SURVEYOR'S NOTES:

- 1.) THE NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 09 DEGREES 49 MINUTES 29 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF N. BAYLEN STREET (50' R/W) IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.
- 2.) SOURCE OF INFORMATION: THE DEEDS OF RECORD IN ESCAMBIA COUNTY, FLORIDA, THE RECORD MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY THOMAS G. WARSON IN 1906, AND EXISTING FIELD MONUMENTATION.
- 3.) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY.
- 4.) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.
- 5.) THE DIMENSIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS.
- 6.) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.
- 7.) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.
- 8.) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.
- 9.) THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION GPS NETWORK.

LEGEND:

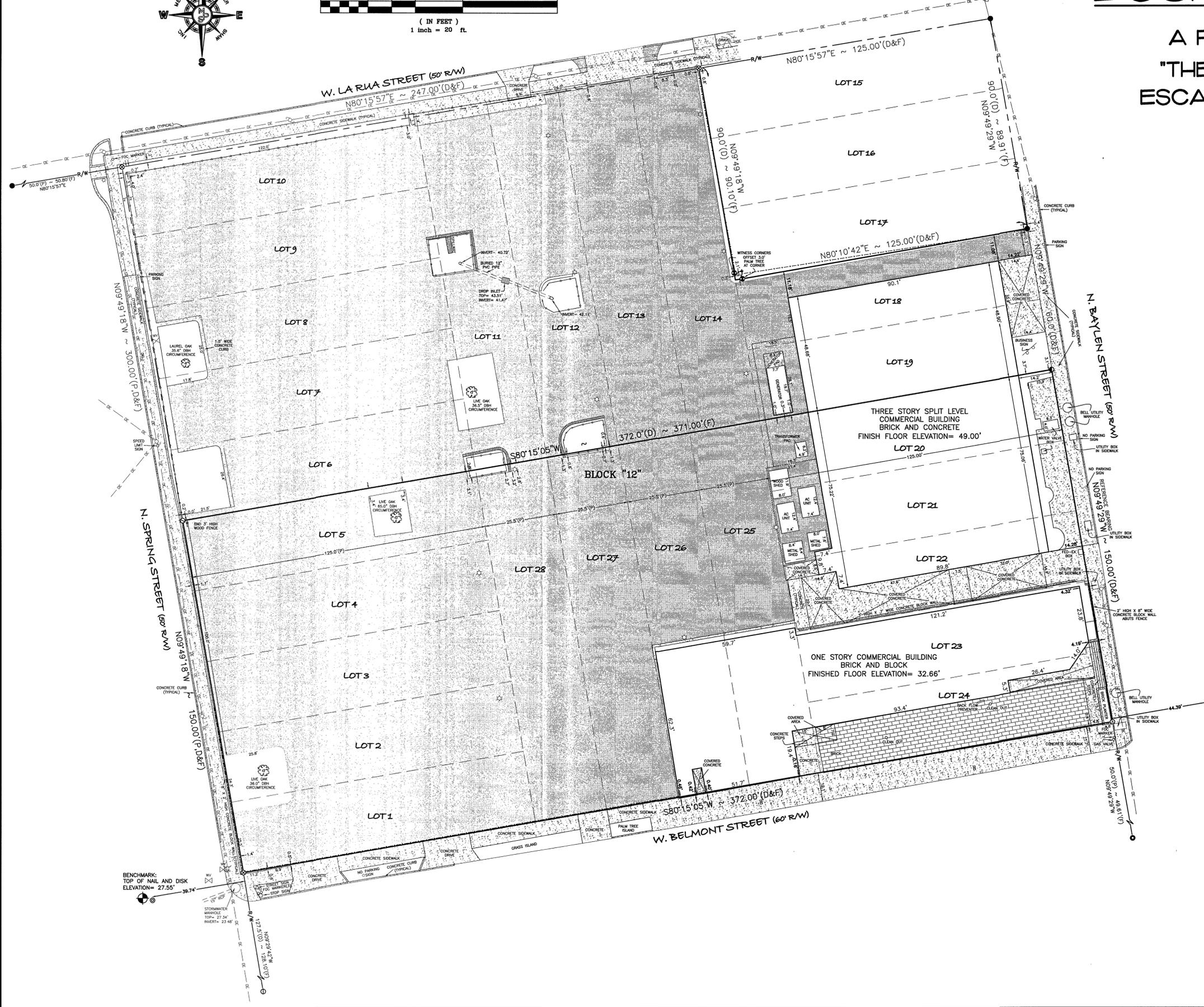
- ① ~ 1/2" PLAIN IRON PIPE, UNNUMBERED (FOUND)
- ~ MAG NAIL, UNNUMBERED (FOUND)
- ~ 1/2" PLAIN IRON ROD, UNNUMBERED (FOUND)
- ~ 1/2" CAPPED IRON ROD, NUMBER 7174 (FOUND)
- ~ 1/2" RED-CAPPED IRON ROD, NUMBER 7174 (FOUND)
- ~ NAIL AND DISK IN CONCRETE WALL, 7174 (FOUND)
- ~ NAIL & DISK IN ASPHALT ROAD, NUMBER 7174 (SET)
- ~ NAIL & DISK NUMBER 7174 (SET)
- ~ 1/2" CAPPED IRON ROD, NUMBER 7174 (SET)
- P.I. ~ POINT OF INTERSECTION
- R/W ~ RIGHT OF WAY
- O.R. ~ OFFICIAL RECORDS
- (P) ~ PLATTED INFORMATION (CITY OF PENSACOLA)
- (F) ~ FIELD MEASUREMENT/ INFORMATION
- (D) ~ DEED / DESCRIPTION INFORMATION
- F.O.C. ~ FIBER OPTIC CABLE
- DBH ~ DIAMETER AT BREST HEIGHT
- ~ INDICATES NOT TO SCALE
- ~ OVERHEAD ELECTRIC LINE
- ~ 6" HIGH WOOD PRIVACY FENCE
- ~ 4" HIGH CHAIN LINK FENCE
- ~ 4" HIGH WOOD FENCE
- ~ UTILITY POLE
- ⊕ ~ WATER VALVE
- ⊕ ~ WATER METER
- ⊕ ~ LIGHT POLE

CERTIFIED TO:

JATIN BHAKTA
THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 63-17.051 AND 63-17.052, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL 32503

E. Wayne Parker 5/24/22
E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3863 CORPORATE NUMBER 7174
STATE OF FLORIDA



DESCRIPTION: (PREPARED BY MERRILL PARKER SHAW,
INC)

LOTS 1 THROUGH 14 AND LOTS 18 THROUGH 28, ALL
INCLUSIVE, IN BLOCK 12, BELMONT TRACT, ACCORDING TO
THE MAP OF "THE CITY OF PENSACOLA" COPYRIGHTED BY
THOMAS C. WARSON IN 1906.



Via E-Mail: jb@investfl.com

February 9, 2022

Jay Bhakta, President
Lodging Investments
8816 Spider Lily Way
Pensacola, FL 32526

*Re: Protected Tree Assessment
411 N Baylen Street, Escambia County, FL
WSI Project #2022-114*

Dear Mr. Bhakta,

As requested, WSI has physically identified trees afforded protection under City of Pensacola's Land Development Code within the parcel located at 411 N. Baylen Street in Pensacola, Florida. Each tree was marked in the field and located via GPS. See attached sketch.

Please understand that the tree locations provided by Wetland Sciences Inc. is not a survey and should be considered approximate unless verified by a land survey or other appropriate means. Wetland Sciences, Inc. is not a licensed surveyor or mapping company.

Please call me if you should have any questions. If

Sincerely,
WETLAND SCIENCES, INC.

Keith Johnson
Environmental Scientist

 SUBJECT PROPERTY
 2.3± AC (GIS CALCULATED)

 FIELD LOCATED TREES
 *SEE ATTACHED LIST

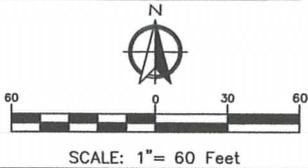
ID	Common	Name	Scientific	DBH (in)	Notes
T-1	Live Oak		<i>Quercus virginiana</i>	65.0	Heritage
T-2	Live Oak		<i>Quercus virginiana</i>	36.5	Heritage
T-3	Laurel Oak		<i>Quercus hemisphaerica</i>	35.6	Heritage, Storm Damage, large branch broken
T-4	Live Oak		<i>Quercus virginiana</i>	36.0	Heritage

NOTE: THIS IS NOT A SURVEY. ALL DATA WITHIN THIS MAP ARE SUPPLIED AS IS, WITHOUT WARRANTY. THIS PRODUCT HAS NOT BEEN PREPARED FOR LEGAL, ENGINEERING, OR SURVEY PURPOSES. USERS OF THIS INFORMATION SHOULD REVIEW OR CONSULT THE PRIMARY DATA SOURCES TO ASCERTAIN THE USABILITY OF THE INFORMATION.



ENVIRONMENTAL CONSULTANTS
 3308 GULF BEACH HIGHWAY
 PENSACOLA, FLORIDA 32507
 TEL: 850.453.4700
 CRAIG@WETLANDSCIENCES.COM

PROJECT NAME:	411 N BAYLEN ST
TREE LOCATION SKETCH	
PROJECT NO.:	2022-114
DRAWN BY:	GEJ
DATE:	2/7/2022
SHEET:	1





MINUTES OF THE PLANNING BOARD

July 12, 2022

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose, Board Member Villegas

MEMBERS ABSENT: Board Member Powell, Board Member Sampson

STAFF PRESENT: Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Deputy City Administrator Forte, Cultural Affairs Coordinator Robinson, Executive Assistant Development Services Chwastyk, Help Desk Technician Russo

STAFF VIRTUAL: Development Services Director Morris, Senior Planner Statler

OTHERS PRESENT: Jo MacDonald, Buddy Page, Jake Renfro, MaryAnn Neamatalla, John Neamatalla, David Fitzpatrick

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from June 14, 2022
- **New Business:**
- Request for Zoning Map and Future Land Use Map (FLUM) Amendment for 411 N. Baylen Street
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Paul Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Larson made a motion to approve the June 14, 2022 minutes, seconded by Board Member Van Hoose, and it carried 5:0.

New Business –

**REQUEST FOR ZONING MAP AND FUTURE LAND USE MAP (FLUM)
AMENDMENT FOR 411 N. BAYLEN STREET**

Assistant Planning & Zoning Manager Cannon introduced the item and gave a brief overview of what is allowed in C-1. Buddy Page was called to speak on the item. Mr. Page mentioned he worked closely with Jo MacDonald regarding various concerns, including trees. Mr. Page went through all the changes to make the building aesthetically pleasing to the neighborhood. All development will occur on the south side of the parcel. Ms. MacDonald, President of the North Hill Preservation spoke in favor of the rezoning. Ms. MacDonald stated there were they had no reservations since it does not affect the north section of the parcel which is PR-2. Ms. MacDonald appreciated the changes being made but asked if it could be made conditional and go back to RNC if the developers walked away from the project. Chairperson Paul Ritz stated they cannot legally make it conditional. On behalf of the residents, Ms. MacDonald stated they approve of the most recent renderings. Jake Renfroe of Christ Church also addressed the board. Mr. Renfroe stated he is excited about the proposal; his only concern is if the project fell through but he also understands the board's restrictions against placing conditions on a rezoning request. Chairperson Paul Ritz stated the board is only there to determine if C-1 is appropriate for this parcel. Board Member Grundhoefer asked about the process and if it would be required to submit an application for aesthetic review. Historic Preservation Planner Harding stated any demolition and redevelopment on the north side would need ARB approval; however, the southern half would only be subject to the CRA Urban Overlay District. Board Member Grundhoefer asked if there were any red flags regarding the parking. Historic Preservation Planner Harding stated from an ARB perspective there were no concerns. Board Member Grundhoefer asked Mr. Page if a civil engineer was involved and how stormwater was being handled. David Fitzpatrick stated the site has 100% impervious coverage and is therefore exempt from additional stormwater requirements. David Fitzpatrick stated they will follow the same drainage trends that are existing and not looking at any retention onsite. Board Member Grundhoefer inquired about the establishment of the North Hill Preservation District. Historic Preservation Planner Harding stated that it was established around 1973.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Larson, and it carried 5:0.

Adjournment – With no further business, the Board adjourned at 2:27 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning & Zoning Manager
Secretary to the Board

0 90 180 Feet

Date: 5/16/2022



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map_Archives\Planning\ZoningFLUChanges\401_411_Baylen\ProposedZoning.mxd



Proposed Zoning

-  Requested Rezoning Area - 401/411 N Baylen St
-  RESIDENTIAL
-  RESIDENTIAL/NEIGHBORHOOD COMMERCIAL
-  COMMERCIAL
-  NORTH HILL PRESERVATION COMMERCIAL
-  SITE SPECIFIC DEVELOPMENT (SSD)

