

GRAY ROBINSON

Attorneys At Law
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301 E. Pine Street
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City of Pensacola
P.O. Box 12910
Pensacola, FL 32521-0001

May 5, 2017
FILE # 40421 - 2

Invoice # 10706317
Re: Local Option Gas Tax

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 2,175.00
CURRENT DISBURSEMENTS:	\$ 1.13
CURRENT BALANCE DUE:	\$ 2,176.13

0077

CLIENT COPY
PAYMENT IS DUE UPON RECEIPT

10706317
Local Option Gas Tax

Professional Services:

04/07/17	TAC	Reviewing letter from the County; reviewing emails from Dick Barker; conferring by phone with Lysia Bowling; preparing narrative for City Attorney report	1.50
04/10/17	TAC	Preparing filing package to settle the case; communicating with DOAH	2.50
04/11/17	TAC	Conferring by phone twice with Dick Barker on need for letters	0.70
04/12/17	TAC	Reviewing Order from ALJ; forwarding Order to clients; preparing draft Order for Administration Commission; preparing letter to Administration Commission	2.00
04/21/17	TAC	Left message with Governor's office; conferring by phone with Peter Penrod on timing for release of Order; conferring by phone with Dick Barker on timing of release of Order	1.00
04/27/17	TAC	Reviewing and forwarding Final Order ending the local option gas tax litigation	1.00

Current Fees: \$ 2,175.00

<u>NAME</u>	<u>HOURS</u>	<u>AMOUNT</u>
Cloud, Thomas A.	8.70	\$ 2,175.00
	<u>8.70</u>	<u>\$ 2,175.00</u>

Disbursements:

04/10/17	Long Distance Calls	\$ 1.13
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Current Disbursements: \$ 1.13

ALISON PERDUE ROGERS
County Attorney
Board Certified City, County, And
Local Government Law

CHARLES V. PEPLER
Deputy County Attorney
Board Certified Civil Trial Law

STEPHEN WEST
Senior Assistant County Attorney
Board Certified Real Estate Law

KRISTIN D. HUAL
Assistant County Attorney
Board Certified City, County, And
Local Government Law

MEREDITH D. CRAWFORD
Assistant County Attorney

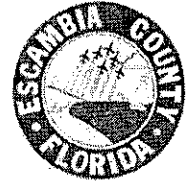
BOBBIE ELLIS-WIGGINS
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY

221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502

TELEPHONE: (850) 595-4970

TELEFAX: (850) 595-4979



Via Email

April 7, 2017

Thomas A. Cloud
Gray Robinson PA
P.O. Box 3068
Orlando, FL 32802-3068

Re: The City of Pensacola v. The Board of County Commissioners
DOAH Case No.: 17-0627

Dear Tom:

For your records I am enclosing a copy of the Stipulated Settlement Agreement which will be recorded in the office of The Clerk of the Circuit Court in the Public Records of Escambia County as required by § 6 of the Agreement. I am also enclosing a copy of adopted Resolution R17-48.

A copy of the Resolution will be part of the written notice to the Office of General Counsel, State of Florida Department of Revenue providing official notice required by § 2(2) of the Settlement Agreement. A copy of the written notice will be sent to you under separate cover.

Please let me know if you need any additional information or documents in order to file your client's notice of voluntary dismissal and to obtain the order from the Administration Commission closing the file. Once we get the order from the Administration Commission, then the County can take the necessary steps in releasing the money held in escrow.

Thanks for your continued courtesies.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Charlie", is written over a horizontal line.

Charles V. Peppler,
Deputy County Attorney

Thomas A. Cloud
April 7, 2017
Page 2 of 2

CVP/kcc
Attachments

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

CITY OF PENSACOLA, FLORIDA,

Petitioner,

vs.

Case No. 17-0627
FIX-16-001

THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA,

Respondent.

STIPULATED SETTLEMENT AGREEMENT

This Stipulated Settlement Agreement ("Settlement" or "Agreement") is made and entered into this 6th day of ^{April}~~March~~, 2017, by and between THE CITY OF PENSACOLA, FLORIDA, a municipal corporation created under the laws of the State of Florida (hereafter "CITY"), and ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY"). The CITY and the COUNTY shall be hereafter collectively referred to as the "PARTIES."

RECITALS

- (1) From 1986 to 2006, the Parties entered into or extended an interlocal agreement pursuant to Section 336.025(3)(a)1, Florida Statutes, to determine the distribution shares for the allocation of the local option fuel tax.
- (2) On June 2, 2006, the Florida Department of Revenue was provided with the distribution formula for the Local Option Fuel Tax pursuant to the ordinance in effect from September 1, 2006 through August 31, 2016.
- (3) On July 23, 2015, the COUNTY enacted Ordinance 2015-26 to extend the six-(6) cent local option fuel tax levied upon every gallon of motor fuel

and diesel sold in the County for a period of ten (10) years and four (4) months commencing on September 1, 2016, and expiring on December 31, 2026.

(4) On September 2 and September 18, 2015, the CITY submitted a proposed interlocal agreement with a proposed distribution of the local option fuel tax.

(5) On July 14, 2016, the COUNTY adopted Resolution R2016-93 which purported to determine the new distribution of local option fuel tax by the default formula pursuant to Section 336.025(4)(a), Florida Statutes.

(6) On August 3, 2016, the CITY filed an Appeal pursuant to Sections 336.025(5)(b), 120.569, and 120.57, Florida Statutes, challenging the determination by the COUNTY of the distribution proportions of the local option fuel tax.

(7) Pursuant to §336.025(4)(a), Florida Statutes, the proceeds of said tax may be distributed among the County and the municipalities located therein based upon a resolution that adopts the tax distribution proportions.

(8) On November 9, 2016, the City identified street rehabilitation projects in Groups 7, 8 and 9 within the City of Pensacola.

(9) The County adopted a motion to distribute the proceeds from the local option fuel tax pursuant to § 336.025(4)(a), Florida Statutes at its regular Board meeting on February 16, 2017 with a formula of 84.04% for Escambia County, 15.15% for the City of Pensacola and .81% for the Town of Century in order to resolve the pending proceedings.

(10) On March 10, 2017, the City awarded to Roads of Northwest Florida, Inc. a contract for Bid #17-007 for FY 2017 Street Rehabilitation for Group 7 in the sum of \$2,693,298.02.

(11) On March 10, 2017, the City awarded to MidSouth Paving, Inc. a contract under Bid #17-008 for FY 2017 Street Rehabilitation Group 8 in the sum of \$1,896,310.00.

(12) On February 28, 2017, the City awarded to MidSouth Paving, Inc. a contract under Bid #17-009 for FY 2017 Street Rehabilitation Group 9 in the sum of \$1,744,394.00.

(13) It is the City's position that these paving contracts were not done to induce the County to settle this matter.

(14) The County's position is that the paving contracts are a substantial factor in its settling this matter.

(15) The parties have agreed to distribute the proceeds through December 31, 2026, pursuant to Section 336.025(4)(a), Fla. Stat., as follows: Escambia County – 84.04%; City of Pensacola – 15.15%; and Town of Century - 0.81 %.

(16) The Parties have concluded it is in the best interest of the citizens of the COUNTY and the CITY to enter into this binding Stipulated Settlement Agreement to settle this matter related to the distribution of the local option fuel tax.

(17) The PARTIES met and have discussed and negotiated in good faith to resolve their differences regarding the distribution.

(18) All PARTIES now wish to resolve all pending appeals and challenges in the above-styled cause.

ACCORDINGLY, in consideration of the above-stated Recitals, the receipt and sufficiency of which are acknowledged by the PARTIES hereto, the PARTIES agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Stipulated Settlement Agreement.

SECTION 2. OBLIGATIONS OF THE COUNTY. As a condition precedent to the dismissal of this appeal, the Parties agree to do the following:

(1) Within ten (10) business days or its next regular meeting, whichever is sooner, from the effective date of this Stipulated Settlement Agreement, COUNTY agrees to repeal and replace, or modify Resolution R2016-93 in form and text the same as that draft resolution attached to and incorporated in this Stipulated Settlement Agreement as Exhibit "A." This new resolution shall be adopted pursuant to Section 336.025(4)(a), Fla. Stat., and shall be the instrument through which the local option fuel tax distribution proportions are being recalculated for the period of September 1, 2016, through December 31,

2026, based on the transportation expenditures of the Parties of the immediately preceding 5 years.

(2) Within ten (10) business days from the effective date of this Stipulated Settlement Agreement, COUNTY agrees to send written notice to the Office of General Counsel, State of Florida Department of Revenue providing that office notice (a) the COUNTY and CITY have in fact entered into this Stipulated Settlement Agreement, (b) stating the new distribution percentages as set forth in the resolution to be adopted pursuant to Section 336.025(4)(a), Fla. Stat., and (c) stating that the distribution percentages have or will be set forth in a resolution that supersedes those distribution percentages previously transmitted by the COUNTY to the State of Florida Department of Revenue.

SECTION 3. NOTICE OF VOLUNTARY DISMISSAL OF PETITIONS WITH PREJUDICE; RELEASE OF FUNDS FROM ESCROW. Upon completion and execution of all items set forth in Section 2 hereof, CITY agrees to immediately file a Notice of Voluntary Dismissal with Prejudice and request to relinquish jurisdiction to the Administration Commission with the Division of Administrative Hearings and the Administrative Law Judge in *City of Pensacola, Florida vs. Board of County Commissioners of Escambia County, Florida*, DOAH Case No. 17-0627. The Parties agree to request that the Administration Commission likewise issue an order closing the file. Upon issuance of such an order by the Administration Commission, the Parties agree that the moneys now held in escrow by the Clerk of Court may be released in accordance with the percentages agreed to in the draft resolution attached hereto as Exhibit "A."

SECTION 4. DEPARTMENT OBLIGATIONS. Upon relinquishment of the administrative proceeding referenced in Recital 4 hereof by the Division of Administrative Hearings to the Department, the Department agrees, subject to normal procedures, to issue a final order dismissing this matter and closing the file.

SECTION 5. COOPERATION. Neither Party nor entity referenced above shall take any action or refrain from taking any action in a manner which is inconsistent with the intent and spirit of this Stipulated Settlement Agreement. The Parties agree to jointly file a motion to extend the time for compliance with the Initial Order dated January 27, 2017, filed in this cause.

SECTION 6. RECORDATION OF AGREEMENT; EFFECTIVE DATE. This Stipulated Settlement Agreement shall become effective, after being properly executed by the Parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County and recorded in the Public Records of Escambia County, Florida.. The County shall be responsible for filing and recording the Agreement with the Clerk.

SECTION 7. RELEASE OF CURRENT CLAIMS FOR SANCTIONS, ATTORNEYS' FEES, COSTS, OR OTHER LOSSES. In consideration for execution of this Stipulated Settlement Agreement, the COUNTY and the CITY hereby mutually release and forever discharge each other, and their past and present agents, successors, assigns, and any and all persons or entities claiming through them, from any and all claims, demands, actions, and defenses, inlaw or equity, known or unknown, including claims for damages and injunctive relief that

were or could have been brought or sought in this case involving the facts and issues raised by the pleadings filed in this case, and each party agrees to bear its own expenses, including attorney's fees and costs incurred in this case. Notwithstanding the foregoing, no party is release from its rights or obligations under this Agreement.

SECTION 8. ENFORCEMENT. The Parties agree that each retains all statutory and legal or equitable remedies, including mandamus and specific performance to enforce this settlement agreement, and nothing contained in this Stipulated Settlement Agreement shall be construed as a waiver of any lawful right of enforcement. The Parties further agree that venue for any such suit to enforce the terms of this Stipulated Settlement Agreement shall be by suit in the Circuit Court of the First Judicial Circuit of Florida. The Parties further agree that the terms of Section 336.025, Fla. Stat., shall control as to the distribution of and expenditure of the local option fuel tax by each Party to this Stipulated Settlement Agreement.

SECTION 9. BINDING UPON SUCCESSORS. This Stipulated Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, parent corporations, subsidiaries affiliates, representatives, and assigns.

SECTION 10. REPRESENTATION OF AUTHORITY TO BIND THE PARTIES. Each Party represents that they have all right, power, and authority to bind the public entity for which he/she purports to act, and that all conditions precedent necessary to bind the Party have occurred..

SECTION 11. RIGHTS OF BOND HOLDERS. It is in the interests of the Parties hereto that under no circumstances shall this Stipulated Settlement Agreement materially or adversely affect the rights of holders of outstanding bonds of the COUNTY, CITY, or the Town of Century which are backed by fuel taxes authorized by Section 336.025, Florida Statutes, nor shall the amounts distributed to the COUNTY and each municipality be reduced below the amount necessary for their payment of principal and interest and reserves for principal and interest required under the covenants of any bond resolution outstanding on the date of this Stipulated Settlement Agreement's establishment.

SECTION 12. LIABILITY. Subject to any claim of sovereign immunity provided by §768.28, Florida Statutes, each Party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents acting within the course of normal duties in the performance of this Agreement.

SECTION 13. 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.

SECTION 14. GOVERNING LAW. This Agreement shall be governed 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 be in the County of Escambia.

SECTION 15. NOTICES. All notices required or made pursuant to this Agreement by either Party shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

To the County:
County Administrator
Escambia County
221 South Palafox Place
Ste. 420
Pensacola, Florida 32502

To the City:
Mayor
City of Pensacola
222 West Main Street
Pensacola, FL 32502

Either Party may change its above noted address by giving written notice to the other Party in accordance with the requirements of this section.

IN WITNESS WHEREOF, the Parties hereto have executed this Stipulated Settlement Agreement on the date first above written.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners

By: [Signature]
B. B. Underhill, Chairman

Date: 4/6/2017



By: Pam Childers
Clerk of the Circuit Court
[Signature]
Deputy Clerk

BCC Approved 04-06-2017

Approved as to form and legal sufficiency.

By/Title: Chaudon Keppel Deputy Clerk
Date: 4-6-17

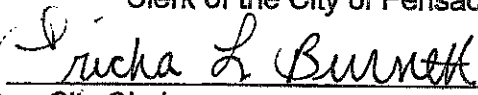
CITY:

THE CITY OF PENSACOLA, a Florida
Municipal Corporation

By: 
Ashton J. Hayward, III, Mayor

Date: March 27, 2017

Ericka
ATTEST: Erica Burnett
Clerk of the City of Pensacola

By: 
City Clerk

Legal in form and valid as drawn:

By: 
City Attorney

EXHIBIT "A"

RESOLUTION NUMBER R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR THE DISTRIBUTION SHARES OF THE SIX (6) CENT LOCAL OPTION FUEL TAX FOR THE PERIOD OF TEN (10) YEARS AND FOUR (4) MONTHS COMMENCING ON SEPTEMBER 1, 2016; REPEALING RESOLUTION NO. R2016-93; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §336.025, Florida Statutes, authorizes Escambia County to impose a one (1) cent, two (2) cent, three (3) cent, four (4) cent, five (5) cent, or six (6) cent local option fuel tax upon every gallon of motor fuel and diesel fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes; and,

WHEREAS, on June 2, 2006, the Florida Department of Revenue was provided with the distribution formula for the Local Option Fuel Tax pursuant to the ordinance in effect from September 1, 2006 through August 31, 2016; and,

WHEREAS, pursuant to that notification, the default formula was used and the previous five (5) years' transportation expenditures were used for the distribution formula; and,

WHEREAS, monies received from the local option fuel tax authorized by §336.025, Florida Statutes, shall be utilized for specific transportation expenditures as defined under Section 336.025(7), Florida Statutes; and

WHEREAS, pursuant to the authority granted in §336.025(1)(a)(3), Florida Statutes, the Board of County Commissioners on July 23, 2015, enacted Ordinance 2015-26 to renew and extend the six (6) cent local option fuel tax from September 1, 2016 through December 31, 2026; and

WHEREAS, on July 14, 2016, the COUNTY adopted Resolution R2016-93 which determined the new distribution of local option fuel tax by the default formula pursuant to Section 336.025(4)(a), Florida Statutes; and,

WHEREAS, on August 3, 2016, the CITY filed an Appeal pursuant to Sections 336.025(5)(b), 120.569, and 120.57, Florida Statutes, challenging the determination by the COUNTY of the distribution proportions of the local option fuel tax; and,

WHEREAS, the City has awarded contracts for street rehabilitation and repaving in Groups 7, 8 and 9 in the City of Pensacola; and

WHEREAS, the parties have entered into a Stipulated Settlement Agreement that provides for the distribution of the proceeds of the local option fuel tax among the County and the municipalities located therein based upon Section 336.025(4)(a), Fla. Stat.; and,

WHEREAS, in order to accomplish this modified distribution, the COUNTY has agreed to modify and repeal Resolution R2016-93; and,

WHEREAS, in accordance with the terms of the Stipulated Settlement Agreement and Section 336.025(4)(a), Fla. Stat., the proceeds shall be distributed as follows: Escambia County – 84.04%; City of Pensacola – 15.15%; and Town of Century - 0.81 %; and

WHEREAS, by means of this resolution and an accompanying letter, the Florida Department of Revenue is to be informed of the modification of the distribution formula to be effective September 1, 2016.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. This resolution shall take effect immediately upon adoption by the Board of County Commissioners. Board Resolution No. R2016-93 dated July 14, 2016 is hereby repealed and replaced with this Resolution.

SECTION 3. Consistent with the Stipulated Settlement Agreement entered into with the City of Pensacola that is attached to and incorporated in that Stipulated Settlement Agreement with the City in City of Pensacola, Florida vs. Board of County Commissioners of Escambia County, Florida, and in accordance with Section 336.025(4)(a), Fla. Stat., the Board of County Commissioners hereby finds that beginning September 1, 2016, and continuing through December 31, 2026, the proceeds of this tax shall be distributed as follows:

Escambia County — 84.04%
City of Pensacola — 15.15%
Town of Century — 0.81%

SECTION 4. The Escambia County Board of County Commissioners hereby directs the Clerk to forward a copy of this resolution to the State Department of Revenue.

ADOPTED this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

~~Doug Underhill, Chairman~~

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

**Escambia County
Clerk's Original**

4/14/2017 CAT I-1

RESOLUTION NUMBER R2017- 48

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR THE DISTRIBUTION SHARES OF THE SIX (6) CENT LOCAL OPTION FUEL TAX FOR THE PERIOD OF TEN (10) YEARS AND FOUR (4) MONTHS COMMENCING ON SEPTEMBER 1, 2016; REPEALING RESOLUTION NO. R2016-93; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §336.025, Florida Statutes, authorizes Escambia County to impose a one (1) cent, two (2) cent, three (3) cent, four (4) cent, five (5) cent, or six (6) cent local option fuel tax upon every gallon of motor fuel and diesel fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes; and,

WHEREAS, on June 2, 2006, the Florida Department of Revenue was provided with the distribution formula for the Local Option Fuel Tax pursuant to the ordinance in effect from September 1, 2006 through August 31, 2016; and,

WHEREAS, pursuant to that notification, the default formula was used and the previous five (5) years' transportation expenditures were used for the distribution formula; and,

WHEREAS, monies received from the local option fuel tax authorized by §336.025, Florida Statutes, shall be utilized for specific transportation expenditures as defined under Section 336.025(7), Florida Statutes; and

WHEREAS, pursuant to the authority granted in §336.025(1)(a)(3), Florida Statutes, the Board of County Commissioners on July 23, 2015, enacted Ordinance 2015-26 to renew and extend the six (6) cent local option fuel tax from September 1, 2016 through December 31, 2026; and

WHEREAS, on July 14, 2016, the COUNTY adopted Resolution R2016-93 which determined the new distribution of local option fuel tax by the default formula pursuant to Section 336.025(4)(a), Florida Statutes; and,

WHEREAS, on August 3, 2016, the CITY filed an Appeal pursuant to Sections 336.025(5)(b), 120.569, and 120.57, Florida Statutes, challenging the determination by the COUNTY of the distribution proportions of the local option fuel tax; and,

WHEREAS, the City has awarded contracts for street rehabilitation and repaving in Groups 7, 8 and 9 in the City of Pensacola; and

WHEREAS, the parties have entered into a Stipulated Settlement Agreement that provides for the distribution of the proceeds of the local option fuel tax among the County and the municipalities located therein based upon Section 336.025(4)(a), Fla. Stat.; and,

WHEREAS, in order to accomplish this modified distribution, the COUNTY has agreed to modify and repeal Resolution R2016-93; and,

D-1e: 4/17/2017 Verified By: J. Carraw

WHEREAS, in accordance with the terms of the Stipulated Settlement Agreement and Section 336.025(4)(a), Fla. Stat., the proceeds shall be distributed as follows: Escambia County – 84.04%; City of Pensacola – 15.15%; and Town of Century - 0.81 %; and

WHEREAS, by means of this resolution and an accompanying letter, the Florida Department of Revenue is to be informed of the modification of the distribution formula to be effective September 1, 2016.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. This resolution shall take effect immediately upon adoption by the Board of County Commissioners. Board Resolution No. R2016-93 dated July 14, 2016 is hereby repealed and replaced with this Resolution.

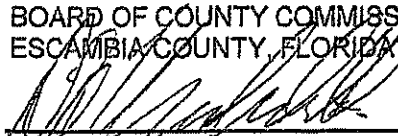
SECTION 3. Consistent with the Stipulated Settlement Agreement entered into with the City of Pensacola that is attached to and incorporated in that Stipulated Settlement Agreement with the City in City of Pensacola, Florida vs. Board of County Commissioners of Escambia County, Florida, and in accordance with Section 336.025(4)(a), Fla. Stat., the Board of County Commissioners hereby finds that beginning September 1, 2016, and continuing through December 31, 2026, the proceeds of this tax shall be distributed as follows:

Escambia County — 84.04%
City of Pensacola — 15.15%
Town of Century — 0.81%

SECTION 4. The Escambia County Board of County Commissioners hereby directs the Clerk to forward a copy of this resolution to the State Department of Revenue.

ADOPTED this 6th day of April, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA


D. B. Underhill, Chairman

Date Executed

4/6/2017

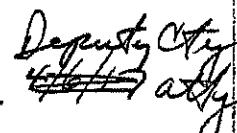


Pam Childers
Clerk of the Circuit Court

By: 
Deputy Clerk

Approved as to form and legal
sufficiency

By/Title: 
Date: 4-6-17


Deputy City
Attorney

GRAY ROBINSON

Attorneys At Law
Suite 1400
301 E. Pine Street
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

City of Pensacola
P.O. Box 12910
Pensacola, FL 32521-0001

April 7, 2017
FILE # 40421 - 2

Invoice # 10699397
Re: Local Option Gas Tax

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 7,025.00
CURRENT DISBURSEMENTS:	\$ 3.48
CURRENT BALANCE DUE:	\$ 7,028.48



V#046020
041013.9335.119301

0077
Fees - LOGT 7025.00
Expenses - LOGT 3.48

CLIENT COPY
PAYMENT IS DUE UPON RECEIPT

10699397

Local Option Gas Tax

Professional Services:

03/02/17	TAC	Conferring by phone with DOR General Counsel Tony Hamm on structure of settlement; redrafting stipulated settlement agreement; redrafting resolution; conferring by phone with City staff; putting together package for County Attorney; conferring with County Attorney's office; conferring by phone with Dick Barker; reviewing comments from Laura Picklap	3.60
03/03/17	TAC	Final cleanup on settlement documents; conferring by phone with Lysia Bowling, City Attorney; preparing transmittal email to City; preparing transmittal email to County Attorney's office; exchanging comments and drafts with City staff; conferring by phone with Dick Barker; redrafting settlement documents based on Laura Picklap changes; exchanging emails with Charles Peppler on settlement terms	5.00
03/06/17	TAC	Working with Jason Zimmerman to prepare for responding to initial order; research; reviewing email from City; preparing answers to questions; participating in conference call with City staff; conferring with Charlie Peppler by phone; responding to email from Charlie Peppler; final review of comments to be made to City Council; reviewing joint request for continuance	3.20
03/07/17	TAC	Conferring by phone with Dick Barker; reviewing order	0.30
03/10/17	TAC	Receiving and responding to emails from Charles Peppler, and Eric Olson, Laura Picklap and Dick Barker	0.80
03/20/17	TAC	Reviewing letter and proposed changes to Stipulated Settlement Agreement from County; sending proposal to staff awaiting input	1.00
03/21/17	TAC	Reviewing emails from Charlie Peppler on Stipulated Settlement Agreement; reviewing draft; conferring by phone with Charlie Peppler; conference call with Eric Olson and Richard Barker; exchanging emails with Charlie Peppler on proposed language and extension; reviewing and responding to Laura Picklap's proposed bond language and approving same	2.80
03/22/17	TAC	Reviewing Charlie Peppler's draft changes to stipulation; research	1.00
03/23/17	TAC	Finishing review of draft; preparing redrafted Stipulated Settlement Agreement; preparing redlined document; conference call with City staff; redrafting Stipulated Settlement Agreement; preparing redlined	4.00

10699397

Local Option Gas Tax

		document; preparing letter to opposing counsel	
03/27/17	TAC	Conferring by phone with Dick Barker twice; conferring by phone with Charlie Peppler on finalizing Stipulated Settlement Agreement; preparing Joint Motion for entry of order accepting Stipulated Settlement Agreement; preparing draft order for ALJ; preparing another extension motion; conferring three times with Charles Peppler on extension and completion of document	5.00
03/28/17	TAC	Reviewing order of ALJ	0.70
03/29/17	TAC	Conferring by phone with Peter Penrod; conferring by phone with Dick Barker; transmitting signed Stipulated Settlement Agreement to Charles Peppler	0.70

Current Fees:	<u>\$ 7,025.00</u>
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<u>NAME</u>	<u>HOURS</u>	<u>AMOUNT</u>
Cloud, Thomas A.	28.10	\$ 7,025.00
	<u>28.10</u>	<u>\$ 7,025.00</u>

Disbursements:

03/27/17	Long Distance Calls	\$ 0.62
03/29/17	Long Distance Calls	\$ 2.24
03/30/17	Long Distance Calls	\$ 0.62

Current Disbursements:	<u>\$ 3.48</u>
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GRAYROBINSON

Attorneys At Law
Suite 1400
301 E. Pine Street
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

City of Pensacola
P.O. Box 12910
Pensacola, FL 32521-0001

March 7, 2017
FILE # 40421 - 2

Invoice # 10692329
Re: Local Option Gas Tax

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 5,125.00
CURRENT DISBURSEMENTS:	\$ 19.24
CURRENT BALANCE DUE:	\$ 5,144.24



V# 046020
041013.9335.119301
Fees - LOGT 5125.00
Expenses - LOGT 19.24

0077

REMITTANCE COPY

Please return this remittance copy with your payment for proper allocation.
PAYMENT IS DUE UPON RECEIPT

10692329

Local Option Gas Tax

Professional Services:

02/01/17	TAC	Preparing for conference call on scheduling; conferring by phone with the Mayor and Dick Barker	0.60
02/02/17	TAC	Reviewing pleadings and drafts; conference call with Escambia County Attorney's office; conferring by phone with Dick Barker and then Lysia Bowling	2.00
02/02/17	JZ	Confer with Tom Cloud and Charlie Peppler regarding DOAH hearing dates and scheduling order	0.30
02/02/17	JZ	Review and revise joint motion for extension of time and coordinate with Charlie Peppler for filing	0.60
02/03/17	TAC	Conference call with Dick Barker and Eric Olson	0.50
02/06/17	TAC	Reviewing email from Charlie Peppler of Escambia County	0.20
02/06/17	JZ	Review documents provided by city regarding use of transportation funds	0.40
02/08/17	TAC	Directing discussions with County Attorney's office	1.00
02/08/17	JZ	Confer with Tom Cloud and Charlie Peppler regarding County's correspondence regarding potential settlement of issue	0.60
02/09/17	TAC	Reviewing email from Charles Peppler; conferring with Jason Zimmerman; conferring by phone with Lysia Bowling	1.00
02/16/17	TAC	Conferring with Jason Zimmerman	0.50
02/17/17	TAC	Reviewing various emails and proposals on settlement; conferring by phone with Dick Barker; conferring by phone with Jason Zimmerman	1.50
02/17/17	JZ	Review settlement documents from opposing counsel regarding the LOGT and compare proposed settlement to previously submitted numbers	1.30
02/27/17	TAC	Working on settlement documents; conferring with Jason Zimmerman; reviewing emails and attachments; conferring by phone with Charles Peppler, Assistant County Attorney	2.50
02/28/17	TAC	Completing analysis and drafting of seven documents necessary for settlement of case; forwarding to client; conferring by phone with Dick Barker on settlement documents; conferring with Jason Zimmerman on points of settlement documents	7.50

Current Fees:

\$ 5,125.00

NAME

HOURS

AMOUNT

10692329

Local Option Gas Tax

Cloud, Thomas A.	17.30	\$ 4,325.00
Zimmerman, Jason	3.20	\$ 800.00
	<hr/> 20.50	<hr/> \$ 5,125.00

Disbursements:

02/02/17	Long Distance Calls	\$ 2.78
02/02/17	Long Distance Calls	\$ 1.70
02/02/17	Long Distance Calls	\$ 6.56
02/03/17	Long Distance Calls	\$ 0.62
02/03/17	Long Distance Calls	\$ 1.70
02/03/17	Long Distance Calls	\$ 1.70
02/06/17	Long Distance Calls	\$ 1.70
02/27/17	Long Distance Calls	\$ 2.48

Current Disbursements:	<hr/> \$ 19.24
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GRAY ROBINSON

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Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

City of Pensacola
P.O. Box 12910
Pensacola, FL 32521-0001

February 7, 2017
FILE # 40421 - 2

Invoice # 10685861
Re: Local Option Gas Tax

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 1,825.00
CURRENT DISBURSEMENTS:	\$ 0.62
CURRENT BALANCE DUE:	\$ 1,825.62



V #046020
041013.9335.119301
Fees - LOGT

0077

CLIENT COPY
PAYMENT IS DUE UPON RECEIPT

10685861
Local Option Gas Tax

Professional Services:

01/24/17	TAC	Conferring by phone with Dick Barker, the City Manager, the Gas Division employee, and Lysia Bowling regarding several matters; conferring with the City Attorney several times; preparing language for the City Attorney; outlining a strategy for preparation for Monday meeting	2.20
01/25/17	TAC	Conferring by phone with Lysia Bowling, City Attorney	0.80
01/26/17	TAC	Conferring by phone with City Attorney; reviewing various emails; reviewing order transferring case	2.00
01/27/17	TAC	Reviewing Initial Order; scheduling	1.00
01/30/17	TAC	Reviewing Order; conferring with Jason Zimmerman on scheduling	1.00
01/31/17	TAC	Conferring by phone with Dick Barker on suit	0.30

Current Fees: \$ 1,825.00

<u>NAME</u>	<u>HOURS</u>	<u>AMOUNT</u>
Cloud, Thomas A.	7.30	\$ 1,825.00
	<u>7.30</u>	<u>\$ 1,825.00</u>

Disbursements:

11/22/16	Long Distance Calls	\$ 0.62
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Current Disbursements: \$ 0.62

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City of Pensacola
P.O. Box 12910
Pensacola, FL 32521-0001

December 7, 2016
FILE # 40421 - 2

Invoice # 10672444
Re: Local Option Gas Tax

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:

~~\$ 452.24~~ pd chk #1232947

CURRENT FEES:

\$ 4,222.00

CURRENT DISBURSEMENTS:

\$ 0.00

CURRENT BALANCE DUE:

\$ 4,222.00

TOTAL BALANCE DUE:
(Prior balance included)

~~\$ 4,674.24~~

OK (B)

✓ #046020
041013.9335.119301
Fees - LOGT

0077

CLIENT COPY
PAYMENT IS DUE UPON RECEIPT

10672444
Local Option Gas Tax

Professional Services:

11/11/16	TAC	Directing preparation of amended petition	0.30
11/11/16	JZ	Confer with Tom Cloud regarding amended petition pertaining to the improper distribution method established by Escambia County related to the LOGT	0.60
11/11/16	JZ	Review LOGT statute and distribution model and review original petition to begin drafting amended petition for proper calculation of LOGT distribution	2.30
11/16/16	TAC	Reviewing draft amended petition; researching CRA question from Dick Barker; preparing email to Dick Barker on answer	2.60
11/16/16	JZ	Revise initial petition to incorporate additional research and facts and in accordance with amended petition procedures of the Administration Commission	4.90
11/17/16	KS	Review and revise Amended Appeal and email from/to Mr. Zimmerman re: same [8]	0.80
11/17/16	TAC	Conferring by phone with Dick Barker on CRA issue; reviewing petition	1.50
11/21/16	TAC	Final review of amended appeal and forwarding same to client for final sign off	1.30
11/22/16	TAC	Conferring by phone twice with Lysia Bowling on amended appeal and other matters; conferring by phone with Peter Penrod to discuss filing the amended appeal; final review of appeal; assisting in filing appeal	2.10
11/30/16	TAC	Researching FPSC statute for City Attorney and providing answer to question asked of City Attorney by City Commissioner related to electric franchise	1.00

Current Fees: \$ 4,222.00

<u>NAME</u>	<u>HOURS</u>	<u>AMOUNT</u>
Cloud, Thomas A.	8.80	\$ 2,200.00
Zimmerman, Jason	7.80	\$ 1,950.00
Savage, Kathy	0.80	\$ 72.00
	<u>17.40</u>	<u>\$ 4,222.00</u>

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City of Pensacola
P.O. Box 12910
Pensacola, FL 32521-0001

November 7, 2016
FILE # 40421 - 2

Invoice # 10666240
Re: Local Option Gas Tax

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 450.00
CURRENT DISBURSEMENTS:	\$ 2.24
CURRENT BALANCE DUE:	\$ 452.24

OK (BP)

V# 046020
041013.9335.119301
Fees - LOGT
Expenses - LOGT
0077

450.00
2.24

REMITTANCE COPY

Please return this remittance copy with your payment for proper allocation.
PAYMENT IS DUE UPON RECEIPT

10666240
Local Option Gas Tax

Professional Services:

10/18/16	TAC	Preparing for conference call; participating in conference call with County and City; conferring by phone with Dick Barker and others after conference call	1.00
10/27/16	TAC	Conferring by phone with Lysia Bowling, City Attorney on petition	0.40
10/28/16	TAC	Conferring by phone with Lysia Bowling, City Attorney, on petition	0.40

Current Fees:	<u>\$ 450.00</u>
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<u>NAME</u>	<u>HOURS</u>	<u>AMOUNT</u>
Cloud, Thomas A.	1.80	\$ 450.00
	<u>1.80</u>	<u>\$ 450.00</u>

Disbursements:

09/26/16	Long Distance Calls	\$ 2.24
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Current Disbursements:	<u>\$ 2.24</u>
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City of Pensacola
P.O. Box 12910
Pensacola, FL 32521-0001

October 10, 2016
FILE # 40421 - 2

Invoice # 10659295
Re: Local Option Gas Tax

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 375.00
CURRENT DISBURSEMENTS:	\$ 0.00
CURRENT BALANCE DUE:	\$ 375.00



FY 2016

V#046020

041013.9335.119301

Fees - LOGT
0077

CLIENT COPY
PAYMENT IS DUE UPON RECEIPT

10659295
Local Option Gas Tax

Professional Services:

09/08/16	TAC	Conferring by phone with Lysia Bowling; reviewing letter from Escambia County regarding Century funds release; conferring by phone with Dick Barker, City Attorney and others	1.00
09/14/16	TAC	Participating in conference call on whether or not to stipulate to distribution of proceeds to Century; sending email to Kristin Hual suggesting she draft stipulation	0.50

Current Fees:

\$ 375.00

<u>NAME</u>	<u>HOURS</u>	<u>AMOUNT</u>
Cloud, Thomas A.	1.50	\$ 375.00
	<u>1.50</u>	<u>\$ 375.00</u>

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Federal ID # 59-1300132

City of Pensacola
P.O. Box 12910
Pensacola, FL 32521-0001

September 8, 2016
FILE # 40421 - 2

Invoice # 10653203
Re: Local Option Gas Tax

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 6,400.00
CURRENT DISBURSEMENTS:	\$ 785.84
CURRENT BALANCE DUE:	\$ 7,185.84



V# 046020
041013.9335.119301
LOGT

0077

REMITTANCE COPY

Please return this remittance copy with your payment for proper allocation.
PAYMENT IS DUE UPON RECEIPT

GRAYROBINSON

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Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

City of Pensacola
P.O. Box 12910
Pensacola, FL 32521-0001

September 8, 2016
FILE # 40421 - 2

Invoice # 10653203
Re: Local Option Gas Tax

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 6,400.00
CURRENT DISBURSEMENTS:	\$ 785.84
CURRENT BALANCE DUE:	\$ 7,185.84

0077

CLIENT COPY
PAYMENT IS DUE UPON RECEIPT

10653203

Local Option Gas Tax

Professional Services:

08/02/16	TAC	Conferring by phone twice with Dick Barber and others; beginning research	1.00
08/03/16	TAC	Reviewing affidavit draft; researching statute, rules, and precedent of Administration Commission; sending series of emails to Pensacola advising them on pleading requirements and other issues; reviewing and responding to emails; conferring by phone with Dick Barker, Lysia Bowling, Rusty Wells and other City Staff; providing comments to petition to determine substantial interests	4.20
08/04/16	TAC	Conference call with Dick Barker, City Manager and others on how to proceed	1.00
08/05/16	TAC	Researching ex parte communications; sending email to clients on this point; conference call with Dick Barker and City Attorney; sending email with litigation strategy rider; conferring by phone with Peter Penrod twice; conferring with Dick Barker and others numerous times; reviewing letter to Council	2.80
08/09/16	TAC	Reviewing draft letter; conferring by phone with City Attorney regarding letter	0.70
08/11/16	TAC	Reviewing letter to Paul Penrod	0.50
08/12/16	TAC	Travel to and from Pensacola; reviewing notebook and other documents; conferring with various staff and Mayor and City Manager and Dick Barber throughout the day; preparing for County meeting; went to County but the meeting was postponed	8.00
08/16/16	TAC	Preparing for and participating in conference call with County; conference call with Mayor, City Administrator, City Attorney, and City Chief Finance Officer	1.00
08/17/16	TAC	Conferring by phone with Peter Penrod regarding conference call	0.30
08/18/16	TAC	Conferring by phone with City Attorney; conferring and participating on conference call; conferring by phone with Dick Barber; researching statute	1.50
08/19/16	TAC	Conferring by phone with General Counsel with Department of Revenue; conferring by phone with Dick Barker and City Attorney Lysia Bowling; research	2.00
08/21/16	TAC	Preparing draft letter to FDOR counsel	1.20
08/22/16	TAC	Addressing issues on letter with County Attorney	0.50
08/23/16	TAC	Conferring by phone with Dick Barker; responding to	0.60

10653203
Local Option Gas Tax

email request of DOR general counsel
08/26/16 TAC Reviewing letter from County to DOR attorney 0.30

Current Fees: \$ 6,400.00

<u>NAME</u>	<u>HOURS</u>	<u>AMOUNT</u>
Cloud, Thomas A.	25.60	\$ 6,400.00
	<u>25.60</u>	<u>\$ 6,400.00</u>

Disbursements:

08/02/16	Long Distance Calls	\$ 0.62
08/03/16	Long Distance Calls	\$ 9.26
08/12/16	Computer Research	\$ 92.37
08/12/16	Airfare	\$ 562.20
08/12/16	Car Rental / Taxi	\$ 13.08
08/15/16	Long Distance Calls	\$ 2.17
08/16/16	Long Distance Calls	\$ 6.56
08/17/16	Long Distance Calls	\$ 1.65
08/21/16	Computer Research	\$ 84.49
08/22/16	Internal Reproduction Costs (2 @ 0.20 Per Copy)	\$ 0.40
08/23/16	Long Distance Calls	\$ 13.04

Current Disbursements: \$ 785.84

THE HERTZ CORPORATION
Phone: 800-654-4173
Web: www.hertz.com



Rental Agreement No: 160706232
Date: 08/13/2016
Document: 946001755879

Direct All Inquiries To:
THE HERTZ CORPORATION
PO BOX 26120
OKLAHOMA CITY, OK 73126-0120

CHARGE DETAIL

Renter: THOMAS CLOUD
Account No.:
CDF No.: 13000
CDF Name: ABA

THOMAS ALEXANDER CLOUD
1625 S MILLS AVE
ORLANDO, FL 32806

RENTAL REFERENCE

Rental Agreement No: 160706232
Reservation ID: H0253020820
I.T. No.: VSTMDE
Voucher: 0000226215

MISCELLANEOUS INFORMATION

CC AUTH: 01236B DATE: 2016/08/12 AMT: 213.00

Gold Plus Rewards Points

Earned this rental: 275

RENTAL DETAILS

Rate Plan: IN: VSTMDE OUT: VSTMDE
Rented On: 08/12/2016 08:30 LOC# 142211
PENSACOLA, FL
Returned On: 08/12/2016 16:44 LOC# 142211
PENSACOLA, FL
Car Description: ALTIMA 0A34R3
Veh. No.: 2282879
CAR CLASS Charged: F6 MILEAGE In: 14,150
Rented: F6 Out: 14,132
Reserved: F6 Driven: 18

RENTAL CHARGES

DAYS	1 @	21.09	21.09
SUBTOTAL			21.09
DISCOUNT		10.00%	-2.11
SUBTOTAL			18.98
CONCESSION FEE RECOVERY			2.36
VEHICLE LICENSE FEE			0.72
CUSTOMER FACILITY CHARGE			4.25
MOTOR VEHICLE LEASE TAX			2.03
ENERGY SURCHARGE			1.49
VOUCHER VALUE			-18.98
TAX		7.50%	2.23

TOTAL CHARGES 13.08 USD

E-RETURN RECEIPT

THANK YOU FOR RENTING FROM HERTZ

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Direct All Inquiries To:
THE HERTZ CORPORATION
PO BOX 26120
OKLAHOMA CITY, OK 73126-0120
UNITED STATES

Phone: 800-654-4173
Web: www.hertz.com

GCM1A1



0090 GC

Rental Agreement No: 160706232
Date: 08/13/2016
Document: 946001755879

Renter: THOMAS CLOUD
Account No.:

TOTAL CHARGES 13.08 USD

Receipt for confirmation AKYC7X

UNITED A STAR ALLIANCE MEMBER 

Confirmation:

AKYC7X

Check-In >

Issue Date: August 09, 2016


Traveler CLOUD/THOMASA	eTicket Number 0162313512729	Frequent Flyer	Seats 8D/6D
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FLIGHT INFORMATION

Day, Date	Flight	Class	Departure City and Time	Arrival City and Time	Aircraft	Meal
Fri, 12AUG16	UA3118	H	ORLANDO, FL (MCO) 7:00 AM	PENSACOLA, FL (PNS) 7:57 AM	SAAB 340	
Flight operated by SILVER AIRWAYS with turboprop equipment.						
Fri, 12AUG16	UA3061	H	PENSACOLA, FL (PNS) 6:42 PM	ORLANDO, FL (MCO) 9:37 PM	SAAB 340	
Flight operated by SILVER AIRWAYS with turboprop equipment.						

FARE INFORMATION**Fare Breakdown**

Airfare:	496.74USD
U.S. Transportation Tax:	37.26
U.S. Flight Segment Tax:	8.00
September 11th Security Fee:	11.20
U.S. Passenger Facility Charge:	9.00
Per Person Total:	562.20
USD	

Form of Payment:VISA
Last Four Digits **eTicket Total:**562.20
USD

The airfare you paid on this itinerary totals: 496.74 USD

The taxes, fees, and surcharges paid total: 65.46 USD

Fare Rules:

Additional charges may apply for changes in addition to any fare rules listed.

NONREF/OVALUAFTDPT/CHGFEE

Cancel reservations before the scheduled departure time or TICKET HAS NO VALUE.

Baggage allowance and charges for this itinerary.

Baggage fees are per traveler

Origin and destination for checked baggage	1 st bag	2 nd bag	Max wt / dim per piece
8/12/2016 Orlando, FL (MCO) to Pensacola, FL (PNS)	25.00 USD	35.00 USD	50.0lbs (23.0kg) - 62.0in (157.0cm)

8/12/2016 Pensacola, FL (PNS) to Orlando, FL (MCO) | 25.00 USD | 35.00 USD | 50.0lbs (23.0kg) - 62.0In (157.0cm) |

Important Information about MileagePlus Earning

- Accruals vary based on the terms and conditions of the traveler's frequent flyer program, the traveler's frequent flyer status and the itinerary selected. United MileagePlus® mileage accrual is subject to the rules of the MileagePlus program
- Once travel has started, accruals will no longer display. You can view your MileagePlus account for posted accrual
- You can earn up to 75,000 award miles per ticket. The 75,000 award miles cap may be applied to your posted flight activity in an order different than shown
- PQD are a Premier status requirement for members in the U.S. only.
- Accrual is only displayed for MileagePlus members who choose to accrue to their MileagePlus account.

Additional Baggage Information

The above amounts represent an estimate of the first and second checked baggage service charges that may apply to your itinerary.

If your itinerary contains multiple travelers, the service charges may vary by traveler, depending on status or memberships.

Carry-on baggage information

United accepts one carry-on item with maximum dimensions of 9"x14"x22" (22 cm + 35 cm + 56 cm) in the aircraft cabin, along with one personal item such as a laptop bag with maximum dimensions of 9"x10"x17" (22 cm + 25 cm + 43 cm).

Due to FAA regulations, operating carriers may have different carry-on requirements.

Please check with the operating carrier for more information or go to united.com.

General Baggage Information

First and second bag service charges do not apply to active-duty members of the U.S. military and their accompanying dependents. For additional information regarding baggage charges

allowances, weight/size restrictions, exceptions or embargoes, or charges for overweight, oversized, excess, odd-sized baggage, special items

or sporting equipment, visit united.com/baggage.

eTicket Reminders