



**Downtown Improvement Board  
Regular Monthly Meeting  
Tuesday June 28<sup>th</sup>, 2022, 7:30  
AGENDA**

- I. Call to Order
  - a. Comments from the Chairman
- II. Recurring Agenda
  - a. Meeting was properly noticed
  - b. \*Approval of the proposed meeting agenda for June 28<sup>th</sup>, 2022
  - c. \*Approval of the minutes from the regular meeting of the DIB on May 24<sup>th</sup>, 2022
  - d. \*Approval of the May Financials
- III. On-Going Business
  - a. PPD Report (time sensitive)
  - b. Spotless Report
  - c. Marketing Report
  - d. Palafox Market
- IV. New Business
  - a. Trash Co-Op Pricing\*
  - b. MLK Bathroom ILA\*
  - c. CRA Future Work Plan & Annual Report\*
  - d. Executive Director 3<sup>rd</sup> QTR Bonus\*
- V. On-Hold
- VIII. Public Comment
- IX. Adjournment

**Next meeting – July 26<sup>th</sup>, 2022  
(\* ) = approval item**



## Minutes of the Downtown Improvement Board Regular Monthly Meeting

Tuesday May 24<sup>th</sup>, 2022 7:30 a.m.

### Attendance

Michael Carro, Chairman, Kevin Lehman, Patti Sonnen, Jean Pierre N'Dione, Claire Campbell, Robert Bender, Walker Wilson, Executive Director, and Emily Kopas, Chief Operating Officer.

#### I. Call to Order

- a. Michael Carro, Chairman, called the meeting to order at 7:31 a.m.

#### II. Recurring Agenda

- a. Mr. Wilson confirmed the meeting was properly noticed.
- b. The proposed meeting agenda was motioned, seconded, and unanimously approved.
- c. The minutes of the regular meeting of the DIB held on April 26<sup>th</sup>, 2022 were motioned, seconded, and unanimously approved.
- d. DIB April Financials were motioned, seconded, and unanimously approved.
  - Palafox Market doing extremely well.
  - Met with Republic Services for a new waste co-op rate.
  - Deposited \$300,000 in the money market account.

#### III. On-Going Business

- a. PPD Report
  - Officer McMan has joined the Downtown PPD force.
  - Palafox and Gregory Street homeless are being relocated.
  - 17<sup>th</sup> avenue has been cleared.
- b. Spotless April Report
  - Lori and James continue to pressure wash.
  - Street sweeper has been built and will be shipped.
- c. Marketing Report
  - Foo Foo Fest grant was submitted for balloon alley. First time that the balloon alley will come to the U.S.
  - 15<sup>th</sup> Anniversary of Palafox Market was very successful.
- d. Palafox Market
  - May 14<sup>th</sup> is officially Palafox Market Day as proclaimed by the Mayor.
  - 15<sup>th</sup> Anniversary Palafox Market Block Party was a success



- Palafox Market partnered with Odd Colony. The 15<sup>th</sup> Anniversary had a band, coffee bar, cornhole, and a road closure so that more vendors could participate.
- Instagram has reached over 1200 followers.
- Palafox Market Flags are ready and will be up this week.
- Palafox Market totes and t-shirts are being sold each Saturday.
- Mr. Carro recommended that signs be created for safer road crossings during the market.

#### IV. New Business

- a. The Center- Claire Campbell
  - PLT Cultural Center rebrands to the Center based on the wide variety of events/activities that the building offers.
  - Theater is undergoing renovations. The atrium and the rooftop are going to be redesigned. Center invites downtown to a happy hour on June 7<sup>th</sup> from 5:00-6:30 pm.
- b. Budget Correction
  - City Council voted to approve the Palafox Market bathrooms and provide funds to the project.
  - Budget motioned, seconded, and unanimously.
- c. Summer Interns
  - Interns will help with Palafox Market, Repast, meet with store owners downtown.
  - City and County pay the interns.
- d. Scooter Survey
  - Bird and VEO contracts are scheduled to end soon.
  - Survey sent out on May 24<sup>th</sup> to determine if the scooter program has affected businesses, the downtown, etc.
  - City Council proposed to resume contract until March of next year. New improvements to the program will occur including the installation of parking corrals to incentivize scooter organization.

#### V. On-Hold

#### VIII. Public Comment

- a. Warren Sonnen, recommends a newsletter sent out to Downtown businesses each month to highlight events.

#### IX. Adjournment: 8:51 a.m.

**Next meeting – May 24, 2022**

**(\*) = approval item**

# DOWNTOWN IMPROVEMENT BOARD

## Profit & Loss Budget Performance- For Mgmt Use Only

Accrual Basis

May 2022

	May 22	Budget	\$ Over Budget	Oct '21 - May 22	YTD Budget	\$ Over Budget	Annual Budget
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
1301 · Co-Op Participation	2,474.38	6,048.75	-3,574.37	32,056.33	48,390.00	-16,333.67	72,585.00
4010 · Ad Valorem Revenue	51,588.25	51,588.25	0.00	412,706.00	412,706.00	0.00	619,059.00
4015 · CRA Interlocal Income	0.00			357,534.39	357,534.00	0.39	357,534.00
4020 · Website Membership and Map	120.00	0.00	120.00	480.00	500.00	-20.00	500.00
4025 · FY Starting Balance	0.00			0.00	89,454.00	-89,454.00	89,454.00
<b>Program Revenue</b>							
4030 · Palafox Market Vendor Payments	15,997.50	13,333.33	2,664.17	116,013.95	106,666.68	9,347.27	160,000.00
4036 · Palafox Market Merchandise	1,660.00	1,277.00	383.00	1,660.00	1,277.00	383.00	6,385.00
<b>Total Program Revenue</b>	<b>17,657.50</b>	<b>14,610.33</b>	<b>3,047.17</b>	<b>117,673.95</b>	<b>107,943.68</b>	<b>9,730.27</b>	<b>166,385.00</b>
4040 · DPMD Cleaning Reimbursement	4,647.82	2,978.33	1,669.49	40,387.70	23,826.68	16,561.02	35,740.00
4085 · LTU - Sidewalk Pressure Washing	0.00	0.00	0.00	6,475.00	6,475.00	0.00	6,475.00
4900 · Sales Tax Collected - Rent	-1,046.57	-904.17	-142.40	-7,589.70	-7,233.32	-356.38	-10,850.00
4901 · Sales Tax Collected - Merch	-124.50			-124.50			
<b>Total Income</b>	<b>75,316.88</b>	<b>74,321.49</b>	<b>995.39</b>	<b>959,599.17</b>	<b>1,039,596.04</b>	<b>-79,996.87</b>	<b>1,336,882.00</b>
<b>Gross Profit</b>	<b>75,316.88</b>	<b>74,321.49</b>	<b>995.39</b>	<b>959,599.17</b>	<b>1,039,596.04</b>	<b>-79,996.87</b>	<b>1,336,882.00</b>
<b>Expense</b>							
3001 · Compactor - Waste Services	6,957.88	5,905.83	1,052.05	49,001.36	47,246.68	1,754.68	70,870.00
3002 · Compactor Lease	0.00	2.00	-2.00	10.00	2.00	8.00	10.00
3004 · Compactor - Security Fees	87.84	87.92	-0.08	702.72	703.32	-0.60	1,055.00
3007 · Compactor - Electric	39.12	54.17	-15.05	371.07	433.32	-62.25	650.00
5000 · CRA Interlocal Payment	0.00	0.00	0.00	457,534.39	457,534.00	0.39	457,534.00
<b>5001 · Salaries, Benefits &amp; Taxes</b>							
5003.5 · 403(b) Employer Contribution	604.64	0.00	604.64	5,008.57	0.00	5,008.57	0.00
5001 · Salaries, Benefits & Taxes - Other	5,360.06	6,320.92	-960.86	48,058.09	53,727.86	-5,669.77	85,000.00
<b>Total 5001 · Salaries, Benefits &amp; Taxes</b>	<b>5,964.70</b>	<b>6,320.92</b>	<b>-356.22</b>	<b>53,066.66</b>	<b>53,727.86</b>	<b>-661.20</b>	<b>85,000.00</b>
5006 · Board Meetings	0.00	20.83	-20.83	0.00	166.68	-166.68	250.00
5007 · Annual Meeting	0.00	250.00	-250.00	0.00	250.00	-250.00	250.00
5009 · Bank Charges	36.00	41.67	-5.67	108.00	333.32	-225.32	500.00
5004 · Insurance Expense-Other	39.92	0.00	39.92	319.36	0.00	319.36	0.00
5005 · Workers Comp Insurance	41.17	42.58	-1.41	336.36	340.68	-4.32	511.00
5030 · Insurance- General Liability	643.33	643.33	0.00	5,146.64	5,146.68	-0.04	7,720.00
5011 · Interest Expense	0.00	16.67	-16.67	0.00	133.32	-133.32	200.00
5012 · Office Rent	1,274.85	1,278.75	-3.90	11,510.78	10,230.00	1,280.78	15,345.00
5013 · Office Supplies	81.47	250.00	-168.53	2,908.60	2,000.00	908.60	3,000.00
5014 · Office Equipment/Software	140.12	416.67	-276.55	2,929.39	3,333.32	-403.93	5,000.00
5015 · Postage	0.00	16.67	-16.67	23.20	133.32	-110.12	200.00
5016 · Telecommunications	440.70	666.67	-225.97	3,550.38	5,333.32	-1,782.94	8,000.00
5017 · Website Support	0.00	416.67	-416.67	1,835.00	3,333.32	-1,498.32	5,000.00
<b>5018 · Website Hosting</b>							
5018 · Website Hosting - Other	250.00	208.33	41.67	653.19	1,666.68	-1,013.49	2,500.00
<b>Total 5018 · Website Hosting</b>	<b>250.00</b>	<b>208.33</b>	<b>41.67</b>	<b>653.19</b>	<b>1,666.68</b>	<b>-1,013.49</b>	<b>2,500.00</b>
5019 · Computer Support/Email Leasing	116.99	208.33	-91.34	1,331.96	1,666.68	-334.72	2,500.00
5020 · Dues, Subscriptions, Publicatio	9.99	166.67	-156.68	1,166.93	1,333.32	-166.39	2,000.00
5021 · Travel Entertainment & Educ.	0.00	100.00	-100.00	107.08	800.00	-692.92	1,200.00
5022 · Repair & Maintenance	0.00			43.00			
<b>5023 · Marketing Consultants</b>							
5023 · Marketing Consultants - Other	0.00	4,166.67	-4,166.67	28,041.75	33,333.32	-5,291.57	50,000.00
<b>Total 5023 · Marketing Consultants</b>	<b>0.00</b>	<b>4,166.67</b>	<b>-4,166.67</b>	<b>28,041.75</b>	<b>33,333.32</b>	<b>-5,291.57</b>	<b>50,000.00</b>
5024 · Bookkeeping	830.00	1,000.00	-170.00	7,721.00	8,000.00	-279.00	12,000.00



# DOWNTOWN IMPROVEMENT BOARD

## Profit & Loss Budget Performance- For Mgmt Use Only

Accrual Basis

May 2022

	May 22	Budget	\$ Over Budget	Oct '21 - May 22	YTD Budget	\$ Over Budget	Annual Budget
5025 · Audit	0.00	979.17	-979.17	11,750.00	7,833.32	3,916.68	11,750.00
5026 · Legal Counsel							
5026 · Legal Counsel - Other	0.00	708.33	-708.33	4,440.00	5,666.68	-1,226.68	8,500.00
Total 5026 · Legal Counsel	0.00	708.33	-708.33	4,440.00	5,666.68	-1,226.68	8,500.00
5027 · Economic Development	434.39	4,826.00	-4,391.61	23,570.06	38,608.00	-15,037.94	57,912.00
5029 · Donation to Friends of Downtown	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00
5080 · Florida Unemployment	-86.46			-86.46			
5227 · PPD Security	0.00	5,000.00	-5,000.00	45,495.00	40,000.00	5,495.00	60,000.00
6000 · Palafox Market							
6001 · Palafox Market Project Mgmt	2,665.38	2,692.31	-26.93	22,655.73	22,884.62	-228.89	36,500.00
6003 · Permits / Street Closure	0.00	0.00	0.00	512.50	0.00	512.50	1,200.00
6004 · Portable Toilet Rental	1,118.00	791.67	326.33	4,433.00	6,333.32	-1,900.32	9,500.00
6005 · Market Anniversary Celebration	3,843.70	177.58	3,666.12	3,843.70	1,420.68	2,423.02	2,131.00
6006 · Farm Visit- Mileage Reimburseme	0.00	41.67	-41.67	0.00	333.32	-333.32	500.00
6007 · Marketing	5,667.75	1,666.67	4,001.08	19,646.50	13,333.32	6,313.18	20,000.00
6008 · PMkt Credit Card Fees	24.37	0.00	24.37	24.37	0.00	24.37	0.00
6011 · Market App Program Fee	0.00	125.00	-125.00	1,393.29	1,000.00	393.29	1,500.00
6012 · Market Security	1,320.00	550.00	770.00	4,921.00	4,400.00	521.00	6,600.00
6014 · Merchandise Expense	0.00	860.60	-860.60	0.00	860.60	-860.60	4,303.00
6015 · Bathroom Construction	0.00	17,890.80	-17,890.80	0.00	17,890.80	-17,890.80	89,454.00
6000 · Palafox Market - Other	0.00	6,108.42	-6,108.42	3,062.45	48,867.32	-45,804.87	73,301.00
Total 6000 · Palafox Market	14,639.20	30,904.72	-16,265.52	60,492.54	117,323.98	-56,831.44	244,989.00
7000 · Ambassador Program							
7001 · Ambassador Program Labor	10,993.42	11,746.75	-753.33	107,919.99	93,974.00	13,945.99	140,961.00
Total 7000 · Ambassador Program	10,993.42	11,746.75	-753.33	107,919.99	93,974.00	13,945.99	140,961.00
5041 · Pressure Washing	0.00	0.00	0.00	6,475.00	6,475.00	0.00	6,475.00
Total Expense	42,934.63	76,446.32	-33,511.69	888,474.95	947,062.12	-58,587.17	1,336,882.00
Net Ordinary Income	32,382.25	-2,124.83	34,507.08	71,124.22	92,533.92	-21,409.70	0.00
Other Income/Expense							
Other Income							
4980 · Sales Tax Collection Allowance	17.17	0.00	17.17	173.62	0.00	173.62	0.00
4960 · Interest Income	13.84			13.84			
Total Other Income	31.01	0.00	31.01	187.46	0.00	187.46	0.00
Net Other Income	31.01	0.00	31.01	187.46	0.00	187.46	0.00
Net Income	32,413.26	-2,124.83	34,538.09	71,311.68	92,533.92	-21,222.24	0.00

**DOWNTOWN IMPROVEMENT BOARD**  
**Balance Sheet - For Management Use Only**  
As of May 31, 2022

	May 31, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
101 · Cash - Synovus- 0237 Operating	
101.1 · BP Funds for Beautification	68,146.07
101.2 · LEAP Funds for Sign Maintenance	5,000.00
101 · Cash - Synovus- 0237 Operating - Other	113,896.48
<b>Total 101 · Cash - Synovus- 0237 Operating</b>	187,042.55
103 · Synovus - Money Market	300,013.84
<b>Total Checking/Savings</b>	487,056.39
<b>Accounts Receivable</b>	
140.4 · A/R-Property Assessments	133,690.10
<b>Total Accounts Receivable</b>	133,690.10
<b>Other Current Assets</b>	
161 · Prepaid Expenses	572.00
140.9 · Due from Downtown Pens Alliance	1,261.25
140.5 · Due from Friends of Downtown	2,446.29
162 · City of P-Clean Up Deposit/Perm	1,000.00
164 · Prepaid Insurance	2,897.60
<b>Total Other Current Assets</b>	8,177.14
<b>Total Current Assets</b>	628,923.63
<b>Fixed Assets</b>	
Puppy Pit Stop Project	72,745.00
240 · Equipment	169,220.56
260 · Furniture & Fixtures	4,541.23
275 · Website Capitalized	10,850.00
300 · Less Accumulated Depreciation	-128,735.58
<b>Total Fixed Assets</b>	128,621.21
<b>TOTAL ASSETS</b>	<b>757,544.84</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
450 · Accounts Payable	823.00
<b>Total Accounts Payable</b>	823.00
<b>Other Current Liabilities</b>	
481 · Sales Tax Payable	1,171.07
453 · 403(b) Employer Contribution	604.64
471 · Payroll Liabilities	1,075.20
4849 · Deferred Revenue Sign Maint	5,000.00
490 · Deferred Revenue-Prop Taxes	206,353.00
<b>Total Other Current Liabilities</b>	214,203.91
<b>Total Current Liabilities</b>	215,026.91
<b>Total Liabilities</b>	215,026.91
<b>Equity</b>	
32000 · Unrestricted Net Assets	399,626.27
587 · Fund Balance	
302-001 · Audit Reclass	187,142.98
587 · Fund Balance - Other	-115,563.00
<b>Total 587 · Fund Balance</b>	71,579.98
<b>Net Income</b>	71,311.68
<b>Total Equity</b>	542,517.93
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>757,544.84</b>

### DIB - May 22

<u>Code</u>	<u>Description</u>	<u>DIB Notes</u>	<u>YTD</u>
Income	<i>Overview</i>	<i>\$995 Over Budget</i>	<i>\$79K Under Budget (FY Starting Balance not accounted for correctly on P&amp;L)</i>
1301	Co-Op Participation	\$3,500 Under Budget	\$16K Under Budget (Pricing has been adjusted & assesment invoiced)
4030	Palafox Market	\$3,000 Over Budget	\$9,700 Over Budget
Expense			
Expense	<i>Overview</i>	<i>\$33K Under Budget</i>	<i>\$58K Under Budget</i>
3001	<i>Compactor Co-Op</i>	<i>\$1K Over Budget</i>	<i>\$1,700 Over Budget</i>
5001	Salaries, Benefits & Taxes	\$350 Under Budget	\$660 Under Budget
5023	Marketing	\$4,000 Under Budget (No Invoice Paid in May)	\$5,200 Under Budget
5027	Economic Development	\$4,300 Under Budget	\$15K Under Budget
6000	Palafox Market	\$16,200 Over Budget	\$56K Under Budget (Down payment for restrooms not expensed yet)
7000	Ambassador Program	\$750 Under Budget	\$13,900 Over Budget

# Treasurer's Report - DIB

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## MEMORANDUM

**To:** DIB Board

**From:** Walker Wilson, Executive Director

**Subject:** Treasurer's Report

**Date:** June

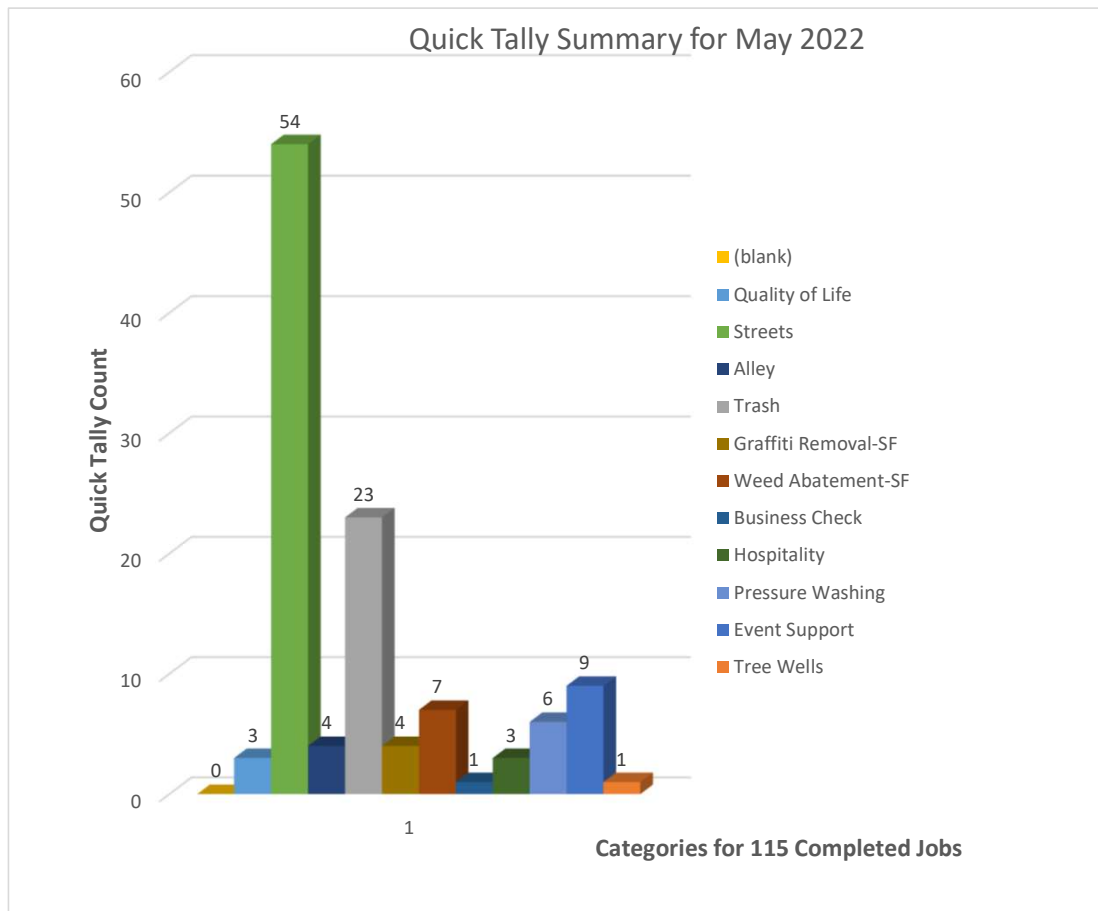
Total Income DIB **May:** \$75,316.88

Total Expense DIB **May:** \$42,934.63

Notes:

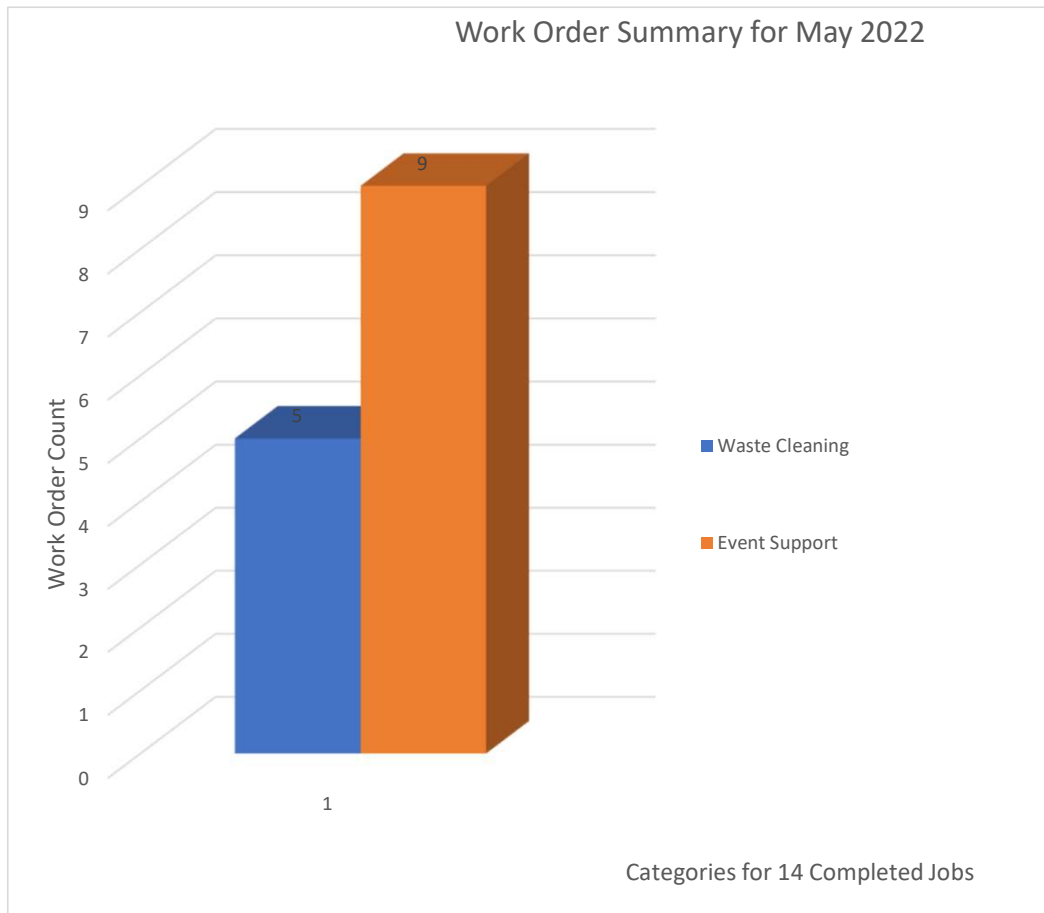
## May 2022 Quick Tally Summary

Categories	Count of Quick Tally Categories
(blank)	0
Quality of Life	3
Streets	54
Alley	4
Trash	23
Graffiti Removal-SF	4
Weed Abatement-SF	7
Business Check	1
Hospitality	3
Pressure Washing	6
Event Support	9
Tree Wells	1
<b>Grand Total</b>	<b>115</b>



## May 2022 Work Order Summary

Categories	Count of Work Order Categories
Waste Cleaning	5
Event Support	9
<b>Grand Total</b>	<b>14</b>



# Marketing Highlights May 2022



## SUMMARY

### PR/MEDIA

- Media response Pensacola News Journal
- Information / recommendations re Florida West
- Palafox Market 15th Anniversary news release
- Set up account with LocalHarvest.com for events
- Media monitoring and reporting

### DIGITAL

- Website events created and promoted (6)
- Updated home page banners
- Coded Paypal link to Mailchimp account
- Research for new Downtown Pensacola website
- Anniversary blog post on downtownpensacola.com

### SOCIAL MEDIA

- Created Repast Facebook carousel
- Instagram and Facebook content
- Social accounts monitoring and response
- 81 Instagram Stories on @downtownpensacola
- @palafoxmarket Instagram support
- FB ad campaign / Palafox Market 15th

### CONTENT/DESIGN

- Palafox Market flags final
- Social media graphics for PM 15th
- Researched vendors for walking maps
- Final PM t-shirts and totes

### OTHER

- Palafox Market graphics
- Palafox Market vendor survey results
- Palafox Market 15th Anniversary Proclamation
- Marketing video calls
- Foo Foo Festival grant application
- Bubble Alley event creative and budget
- Foo Foo Festival grant presentation
- Meeting with FFF vendor
- Balloons research/order/testing
- Board meeting
- MailChimp updates

## WEB METRICS

### DOWNTOWNPENSACOLA.COM

**4.7K Users (-21.1%)**  
**5.4K Sessions (-26.6%)**

### TOP PAGES

**Home Page**  
**Events**

### DEVICE

**71.1% Mobile**  
**27.2% Desktop**  
**1.7% Tablet**

### ACQUISITION

**77.1% Organic**  
**17.5% Direct**  
**3.2% Social**







Business	Monthly Bill	% of Total	New Monthly Bill	1 Time Payment	3-Month Plan	Total	6-Month Plan	Total		
Cactus	\$ 601.88	15%	\$ 776.08	\$ 2,193.40	\$ 738.44	\$ 2,215.33	\$ 372.91	\$ 2,237.49		
Fosko	\$ 267.50	7%	\$ 344.92	\$ 974.84	\$ 328.19	\$ 984.58	\$ 165.74	\$ 994.43		
Cigar	\$ 80.25	2%	\$ 103.48	\$ 292.45	\$ 98.46	\$ 295.38	\$ 49.72	\$ 298.33		
Dog House	\$ 267.50	7%	\$ 344.92	\$ 974.84	\$ 328.19	\$ 984.58	\$ 165.74	\$ 994.43		
Elebash	\$ 80.25	2%	\$ 103.48	\$ 292.45	\$ 98.46	\$ 295.38	\$ 49.72	\$ 298.33		
Jewelers	\$ 80.25	2%	\$ 103.48	\$ 292.45	\$ 98.46	\$ 295.38	\$ 49.72	\$ 298.33		
Khons	\$ 267.50	7%	\$ 344.92	\$ 974.84	\$ 328.19	\$ 984.58	\$ 165.74	\$ 994.43		
Moonflower	\$ 80.25	2%	\$ 103.48	\$ 292.45	\$ 98.46	\$ 295.38	\$ 49.72	\$ 298.33		
Oxefit	\$ 53.50	1%	\$ 68.98	\$ 194.97	\$ 65.64	\$ 196.92	\$ 33.15	\$ 198.89		
Play	\$ 347.75	9%	\$ 448.40	\$ 1,267.29	\$ 426.65	\$ 1,279.96	\$ 215.46	\$ 1,292.76		
Caberet	\$ 347.75	9%	\$ 448.40	\$ 1,267.29	\$ 426.65	\$ 1,279.96	\$ 215.46	\$ 1,292.76		
Rusted Arrow	\$ 80.25	2%	\$ 103.48	\$ 292.45	\$ 98.46	\$ 295.38	\$ 49.72	\$ 298.33		
Vaughn	\$ 53.50	1%	\$ 68.98	\$ 194.97	\$ 65.64	\$ 196.92	\$ 33.15	\$ 198.89		
Vinyl	\$ 347.75	9%	\$ 448.40	\$ 1,267.29	\$ 426.65	\$ 1,279.96	\$ 215.46	\$ 1,292.76	Total Expense YTD	Total A/R YTD
Wild Gregs	\$ 347.75	9%	\$ 448.40	\$ 1,267.29	\$ 426.65	\$ 1,279.96	\$ 215.46	\$ 1,292.76	\$ 55,959.24	\$ 41,531.64
Wine Bar	\$ 601.88	15%	\$ 776.08	\$ 2,193.40	\$ 738.44	\$ 2,215.33	\$ 372.91	\$ 2,237.49	Difference	\$ 14,427.60
Zarzar	\$ 53.50	1%	\$ 68.98	\$ 194.97	\$ 65.64	\$ 196.92	\$ 33.15	\$ 198.89	Monthly Bill	\$ 4,970.31
	\$ 3,959.01	100%	\$ 5,104.88	\$ 14,427.60					FPL & Cox Bills 12 m	\$ 1,604.86
12 month total	\$ 47,508.12		\$ 61,258.60						Yearly Lease	\$ 10.00
									Yearly Average	\$ 61,258.60

INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF  
PENSACOLA, FLORIDA AND  
THE DOWNTOWN IMPROVEMENT  
BOARD

THIS INTERLOCAL AGREEMENT (ILA) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2022, (and effective \_\_\_\_\_, 2022), by and between the City of Pensacola, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502 and the Pensacola Downtown Improvement Board of Pensacola, Florida, a public body corporate and politic of the State of Florida (hereinafter referred to as the "DIB"), with administrative offices at 226 South Palafox Street, Suite 106, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WHEREAS, the DIB was created through an act of the Legislature of the State of Florida for the purpose of correcting blight, preserving and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential investment, beautifying Downtown Pensacola, and marketing and promoting Downtown Pensacola to attract more customers, clients, residents, and other users of Downtown Pensacola; and

WHEREAS, Ordinance 47-72 sets out the location and boundaries of the taxing district in the downtown area in the City of Pensacola, Escambia County, Florida (hereinafter referred to as the "DIB District"); and

WHEREAS, the DIB wishes to enter into an ILA with the City to design and construct two separate restroom facilities at Martin Luther King Jr. Plaza located at 50 N Palafox St, Pensacola, FL 32502; and

WHEREAS, the parties have determined that such an ILA will accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish the execution of this project.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## Article 2: Project

### 2.1 DIB Payments

The parties mutually acknowledge and agree that for the duration of the ILA, the DIB agrees to reimburse the City for half of the design & construction cost, in the amount of \$211,475 as the total amount to be paid by the DIB. The DIB shall provide the City an initial payment of \$89,454 toward the \$211,475 owed. Payment shall be transmitted to the City within 30 days of execution of this ILA. Once the initial payment has been exhausted, the City shall provide the DIB a monthly invoice in the amount of \$3,390.00 for 36 months. Within 30 days of receipt of periodic invoices from the City, the DIB shall make payment to the City until the remaining balance of \$122,021 is paid off, which means the final invoice will reflect an amount due of \$3,389.81.

The City will provide periodic updates to DIB regarding the construction of the restrooms. If there are any delays or other issues that stop the City from making payments to the Contractor, or that stop the Contractor from continuing the construction, DIB shall be allowed to also delay or temporarily stop payment until the issue is resolved and construction resumes.

If, during the course of construction of the restrooms, the City and contractor have a dispute regarding the work or payment, the City will postpone the provisions of further invoices to DIB until the issue is resolved.

The City agrees to begin the design phase within 30 days of ILA execution, and then construction phase within 90 days of design completion. Both restrooms must be finished and fully-functional within a reasonable time.

## Article 3: General Provisions

### 3.1 Term and Termination

(a) The provisions of this ILA shall take effect upon execution and shall remain in effect for a term not to exceed 36 months from its date of execution, unless terminated prior to that time.

(b) This ILA may be terminated at any time by mutual consent of the parties.

(c) This ILA may be terminated by either party without cause upon ninety (90) days advance written notice to the other party

### 3.2 Records

The parties acknowledge that this ILA 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 may, without prejudice to any right or remedy and after giving that party seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this ILA.

### 3.3 Assignment

This ILA or any interest herein shall not be assigned, transferred, or otherwise encumbered. under any circumstances, by the parties, without the prior written consent of the other party.

### 3.4 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 ILA 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.

### 3.5 Headings

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

### 3.6 Survival

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this ILA, shall survive the termination of this ILA.

### 3.7 Governing Law

This ILA 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 ILA shall be in the City of Escambia.

### 3.8 Interpretation

For the purpose of this ILA, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall 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. This ILA shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

### 3.9 Severability

The invalidity or non-enforceability of any portion or provision of this ILA 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 ILA and the balance hereof shall be construed to enforced as if this ILA did not contain such invalid or unenforceable portion of provision.

### 3.10 Further Documents

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

### 3.11 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 ILA.

### 3.12 Notices

All notices required or made pursuant to this ILA by either party to the other 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 CITY  
City Administrator  
222 West Main Street  
Pensacola, FL 32502

TO THE DIB  
Executive Director  
226 South Palafox Place, Suite 106  
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.

### 3.13 Liability

The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City and DIB, as public agencies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions. Each party agrees to indemnify, defend, and hold harmless the other party for its own acts or omissions that cause harm, injury or damage to persons or property and from any and all claims or suits brought as a result of such acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity, and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this ILA.

IN WITNESS WHEREOF, the parties hereto have made and executed this ILA on the respective dates, under each signature.

**PENSACOLA DOWNTOWN IMPROVEMENT BOARD**, a special dependent district of the City of Pensacola, Florida pursuant to Laws of Florida, Ch. 72-655 as amended:

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Walker Wilson, Executive Director  
Downtown Improvement Board  
Date: \_\_\_\_\_

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Michael Carro, Chair  
Downtown Improvement Board  
Date: \_\_\_\_\_

**CITY OF PENSACOLA,**

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Grover C. Robinson, Mayor  
City of Pensacola  
Date: \_\_\_\_\_

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Ericka L. Burnett, Clerk  
City of Pensacola  
Date: \_\_\_\_\_

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Charlie V. Peppler, Attorney  
City of Pensacola  
Date: \_\_\_\_\_

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City Administrator  
City of Pensacola  
Date: \_\_\_\_\_



## **DIB CRA FY2023-24 PLAN**

### **CLEANLINESS**

DIB Ambassadors work hard to improve the appearance and maintain the cleanliness of downtown streets and sidewalks, ensuring blight is removed and safety issues are addressed. They are visible seven days a week and, during their rotation, also act as hospitality ambassadors, providing directions, answering questions and assisting visitors and merchants wherever possible. The DIB will continue to keep the downtown district clean by:

- Removing litter from downtown street, gutters and sidewalks.
- Sanitizing communal surfaces such as trash cans, handrails, benches and pay stations
- Removal of all pet and human waste.
- Weed abatement, leaf removal and light landscaping of public property.
- Deploying temporary garbage receptacles as needed.
- Removal of identified graffiti within 48-hours.
- Pressure-washing all streets within the district on a reoccurring basis.
- Keeping all City parking facilities maintained through regular sanitizing, pressure-washing and litter removal.

Litter isn't unique to Downtown Pensacola but it's a problem that continues to grow as our district expands and becomes more successful and vibrant. To encourage responsible litter disposal, the DIB will continue its downtown sustainability campaign efforts by using positive reinforcement and educational materials to address the litter problem. The DIB will also continue to work with the City and CRA to ensure the district has adequate trash receptacles on the streets.



## SAFETY AND SECURITY

With a continued vision for the downtown district, **DIB is focusing on safety and security as its top priorities**, implementing projects to help augment existing infrastructure and working on public awareness campaigns to educate the community. Security needs will continue to be addressed through the maintenance of security cameras and upgraded lighting in dark areas within the downtown district while also communicating these updates to stakeholders, residents and visitors.

The DIB's mission to enhance the district's quality-of-life and economic success by creating a cleaner, safer and more enjoyable environment will continue to guide the efforts and focus areas for improving the downtown district.



## MARKETING THE DOWNTOWN DISTRICT

With its eclectic range of shops, galleries and restaurants, consistent line-up of events, and historic sites and monuments, there's no shortage of reasons why people come back to Downtown Pensacola year after year. One of the DIB's primary goals is to continue marketing the downtown district. Here are some statistics from the DIB's FY2021 marketing efforts that DIB will continue to manage and grow:

- **144K Social Media Fans:** During the first half of FY2021, the average engagements per Facebook, Instagram and Twitter post increased 10 % compared to the same period in the previous year.
- **2.1 M Reached On Social Media :** The Downtown Pensacola social media channels reached far and wide in FY2021.
- **49K Unique Website Visitors:** DIB's website was very active over the past year and currently DIB is looking into building an entire new website to give the public and our merchants a better website experience.



- **57K Unique Website:** Roughly half of the website traffic to downtownpensacola.com comes from nearby drive markets, while the other half consists of local residents. Two thirds of web traffic comes from a mobile device while the remaining third comes from desktop users.



## **FY2023-24 PROJECTS**

Managing such an active urban place can be both rewarding and challenging, and we are constantly looking for new ways to build value downtown, from supporting downtown investment to developing new marketing initiatives, activating public spaces, aggressively addressing parking challenges and improving the environment. We try to meet every challenge with purpose and planning, and to keep the district consistently moving forward for the City of Pensacola, our downtown businesses, residents, property owners and visitors. Here are some of the planned projects for FY2023:

- **Palafox Market:** Palafox Market draws record crowds of locals and visitors each Saturday to Martin Luther King, Jr., Plaza in Downtown Pensacola to shop the bustling farmers market and patronize downtown shops, restaurants, events and galleries. Once safely reopened, the DIB will continue to execute and promote weekly Palafox Market events to attract visitors and locals to Pensacola's urban core, supporting small, local businesses and securing downtown as a popular tourist destination. DIB will also continue to streamline back-office processes to improve the efficiency of the market. The DIB will partner with the City of Pensacola to bring to permanent restroom facilities to MLK Plaza for vendors and customers to utilize during the market.
- **Pedestrian Crossing Safety Enhancements:** In FY2023, the DIB will continue focus on implementing improvements to the safety of pedestrian crossing areas on Palafox Street between Garden and Main Streets. These measures will improve the safety of visitors and residents of downtown.
- **Creating Spaces and Enhancing Places:** The DIB will continue to seek opportunities to collaborate with the City, CRA and community to improve the use, appearance and safety of areas throughout the district while ensuring maximum and judicious use of CRA funding.

Thank you for your partnership, support and for entrusting the DIB to help make our downtown the best, brightest, safest and most Inviting place to live, work, play and visit. We hold this as our highest honor and responsibility!



### **3rd QTR 2021/22**

#### **Executive Director Accomplishments:**

- Hosted sell out Repast Dinner at Regions in partnership with UWF Historic Trust, PLT, and Regions Bank
- Worked with City Staff and met with Council members in preparation for vote on bathroom project.
- In May City Council approved funding for permanent bathroom facilities at Palafox Market
- Polled downtown merchants about the city's pilot program of bird/veo scooters and provided to City Council and Mayors office.
- Prepared DIB Annual Report and Future work plan for CRA.
- Began initial prep work for Friends of Downtown Fall Repast Dinner. Worked with DIB Staff, Claire Campbell, and Sid Williams Heath on a timeline to prepare for next dinner this fall.
- Secured Summer interns through the City & County and onboarded them in June.
- Updated DIB website Calendar of events and sent out newsletter in June. Monthly newsletters will now go out around the 1<sup>st</sup> of each month.
- Participated in Visit Pensacola's Tourism week by speaking on a panel about the importance of Downtown as an added benefit to those traveling to the beach.
- Met with Republic to discuss new contract and adjusted customers pricing.
- Presented to Belmont DeVillers neighborhood association
- Participated in a strategic plan meeting for Florida West to discuss the importance of attracting company headquarters to Downtown.
- Meet with Lafayette Chamber and setup tours for their visit in September.
- Installed permanent flags at the Palafox Market
- Attended ribbon cutting of Americas 1<sup>st</sup> Settlement Trail
- Attended ribbon cutting of Public art at Bartram Park
- Friends of Downtown secured a Foo Foo Festival grant for Bubble Alley project.