



**Downtown Improvement Board
Regular Monthly Meeting
Tuesday Feb 28th, 2023, 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 February 28th, 2023
 - c. *Approval of the minutes from the regular meeting of the DIB on January 24th, 2023
 - d. *Approval of the January Financials

- III. On-Going Business
 - a. PPD Report- security camera update
 - b. Spotless Report
 - c. Marketing Report
 - d. Palafox Market

- IV. New Business
 - a. *Interlocal Agreement- Plaza Ferdinand
 - b. *Website Shared Calendar with Visit Pensacola- \$2,000 Annually plus up to \$3,000 to program setup of website
 - c. *Market Works annual subscription- adding Plaza Ferdinand \$1,900 annually (currently \$1,400)
 - d. *Trashcan signs- option 1 metal sign \$3,409 or option 2 plastic version \$1,520
 - e. *Discussion on merchant committee- Nathan Holler

- V. Old Business

- VIII. Public Comment

- IX. Adjournment

**Next meeting – March 28th, 2023
(*) = approval item**



Downtown Improvement Board
Regular Monthly Meeting
Tuesday Jan 24th, 2023, 7:30
AGENDA

Attendance

Michael Carro, Chairman, Patti Sonnen, Jean Pierre N'Dione, Gregg Harding, Mike Kholer, Jennifer Brahier, Walker Wilson, Executive Director, and Cailin Feagles, Director of Operations and Events.

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 by Patti Sonnen, seconded by Jean Pierre N'Dione and unanimously approved.
- c. The minutes of the regular meeting held on December 13th, 2022 were motioned, seconded, and unanimously approved.
- d. DIB December Financials were motioned, seconded, and unanimously approved.
 - Waste Co-Op checks caught up
 - Palafox Market under budget for December, over budget for the year
 - The annual check swap with the CRA occurred
 - Marketing update (All I want Campaign)

III. On-Going Business

a. PPD Report

- PPD officers are working towards certifications in crime prevention.
- Walker Wilson thanks the CRA and the city council for two additional officers. These two officers will not be added until two additional spots have already been filled.
- No Open Container signs will be going up Downtown as PPD continues to educate the public on city ordinances
- Smoking ordinance goes into effect, no smoking within parks

b. Spotless Report

- Post-event cleanup continues to be a problem. Cleanup needs to be done quickly and efficiently. Chair Carro presents the idea of an approved vendor list for event cleanup

c. Marketing Report

- December was very successful overall being on the tail end of Bubble Alley, All I Want Campaign, and First City Lights Festival
- Downtown Pensacola has 90k followers on Facebook and 40K on Instagram
- All I want Campaign- over \$150,000 spent in downtown stores according to turned in receipts
- Great Feedback on Bubble Alley from downtown merchants who were blown away by the new customers that they received with Foo Foo Fest
- New website updates are in the works. Caron is working on a consolidated calendar



full of Pensacola events.

- Trash can signs plan to be updated in the next couple of months

d. Palafox Market

- Holiday Market was such a success
- Mardi Gras Market will be held on February 11th
- There will not be a market on February 18th

IV. New Business

a. *Palafox Market Expansion

- Motioned by Patti Sonnen, seconded by Jean Pierre N'Dione and unanimously approved.
- Discussion- Walker Wilson discusses goal of expansion; add new vendors from Palafox Market waiting list, activation of this park will make it possible to take the additional revenue and put it back into the park.
- Walker Wilson met with city electrician to discuss lighting options for fountain in Ferdinand Plaza

b. Palafox Market Bathroom Update- Amy Tootle, Director of Public Works

- Palafox Market restroom plans at 30%. Amy Tootle has requested that all comments regarding plans are received by January 30th. 60% plans are expected to be around mid-March.

c. *Website Update- Caron

- Motion to send out RFP, second and unanimously approved

d. *Public Art Options- Tree Wrapping Project & Mirror Mirror

- Walker Wilson presented a potential project for FooFoo fest 2023
- No motion
- Walker Wilson to meet with the city regarding tree wrapping project and present the board with the cost breakdown.

e. *Funding for PPD Training course- \$2,100.00

- Motioned by Jean Pierre N'Dione, seconded by Patti Sonnen and unanimously approved.

f. *DIB Employee Handbook Update

- Motioned by Patti Sonnen, seconded by Jean Pierre N'Dione and unanimously approved.

g. *Executive Director 1st QTR Bonus

- Motioned, seconded, and unanimously approved.

V. Old Business

a. Revisited discussion of the Pelican Drop on Palafox.

- Walker Wilson met with PPD to discuss safety

VIII. Public Comment

IX. Adjournment

- The meeting was adjourned at 9:35 a.m

Next meeting – Feb 28th, 2023



(*) = approval item

**Minutes of the
Finance Committee
Tuesday, January 17th, 2023**

Attendance: Malcolm Ballinger, Nathan Holler, Cameron Cauley and Walker Wilson.

- I. Call to Order – Mr. Holler called the meeting to order at 4:35 pm.
 - a) Mr. Wilson confirmed the meeting was properly noticed.
 - b) There was a motion and a second to approve the agenda and passes unanimously.
 - c) There was a motion and a second to approve the 10/20/2021 meeting minutes and passed unanimously
- II. On-Going Business
 - a) There was a motion and a second to approve December financials and the committee unanimously approved the December 2022 financials.
- III. New Business
- IV. Public Comment
 - None
- V. Adjournment the meeting was adjourned at 5:05 p.m.

DOWNTOWN IMPROVEMENT BOARD

Profit & Loss Budget Performance- For Mgmt Use Only

Accrual Basis

January 2023

	Jan 23	Budget	\$ Over Budget	Oct '22 - Jan 23	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income							
1301 · Co-Op Participation	6,626.68	5,104.89	1,521.79	20,571.18	20,419.56	151.62	61,258.60
4010 · Ad Valorem Revenue	55,470.84	55,470.84	0.00	221,883.36	221,883.36	0.00	665,650.00
4015 · CRA Interlocal Income	0.00	0.00	0.00	404,623.78	404,623.00	0.78	404,623.00
4020 · Website Membership and Map	0.00	41.66	-41.66	0.00	166.64	-166.64	500.00
Program Revenue	16,627.50	13,333.34	3,294.16	64,950.45	53,333.36	11,617.09	160,000.00
4085 · LTU - Sidewalk Pressure Washing	0.00	0.00	0.00	0.00	6,500.00	-6,500.00	6,500.00
4900 · Sales Tax Collected - Rent	0.00	-904.16	904.16	-3,161.32	-3,616.64	455.32	-10,850.00
Total Income	78,725.02	73,046.57	5,678.45	708,867.45	703,309.28	5,558.17	1,287,681.60
Gross Profit	78,725.02	73,046.57	5,678.45	708,867.45	703,309.28	5,558.17	1,287,681.60
Expense							
3001 · Compactor - Waste Services	6,051.38	4,970.31	1,081.07	22,972.29	19,881.26	3,091.03	59,643.74
3002 · Compactor Lease	0.00	0.00	0.00	0.00	10.00	-10.00	10.00
3004 · Compactor - Security Fees	91.04	85.09	5.95	900.34	340.38	559.96	1,021.10
3007 · Compactor - Electric	43.83	48.64	-4.81	180.40	194.56	-14.16	583.76
5000 · CRA Interlocal Payment	0.00	0.00	0.00	504,623.78	504,623.00	0.78	504,623.00
5001 · Salaries, Benefits & Taxes	7,638.02	5,807.46	1,830.56	26,512.54	23,229.86	3,282.68	75,497.00
5006 · Board Meetings	0.00	20.84	-20.84	0.00	83.36	-83.36	250.00
5007 · Annual Meeting	0.00	0.00	0.00	0.00	0.00	0.00	250.00
5009 · Bank Charges	21.50	41.66	-20.16	52.00	166.64	-114.64	500.00
5004 · Insurance Expense-Other	30.33			121.32	0.00	121.32	0.00
5005 · Workers Comp Insurance	41.42	42.59	-1.17	289.68	170.36	119.32	511.00
5030 · Insurance- General Liability	951.33	643.34	307.99	3,805.32	2,573.36	1,231.96	7,720.00
5011 · Interest Expense	0.00	16.66	-16.66	0.00	66.64	-66.64	200.00
5012 · Office Rent	1,323.14	1,313.16	9.98	5,744.11	5,252.64	491.47	15,758.00
5013 · Office Supplies	50.46	83.34	-32.88	411.91	333.36	78.55	1,000.00
5014 · Office Equipment/Software	93.39	333.34	-239.95	1,369.40	1,333.36	36.04	4,000.00
5015 · Postage	61.80	16.66	45.14	61.80	66.64	-4.84	200.00
5016 · Telecommunications	416.23	666.66	-250.43	1,652.53	2,666.64	-1,014.11	8,000.00
5017 · Website Support	0.00	407.59	-407.59	0.00	1,630.36	-1,630.36	4,891.00
5018 · Website Hosting	0.00	208.34	-208.34	135.00	833.36	-698.36	2,500.00
5019 · Computer Support/Email Leasing	418.34	208.34	210.00	1,591.28	833.36	757.92	2,500.00
5020 · Dues, Subscriptions, Publicatio	521.24	250.00	271.24	1,551.24	1,000.00	551.24	3,000.00
5021 · Travel Entertainment & Educ.	0.00	250.00	-250.00	301.14	1,000.00	-698.86	3,000.00
5023 · Marketing Consultants	5,177.75	4,583.34	594.41	21,154.00	18,333.36	2,820.64	55,000.00
5024 · Bookkeeping	0.00	1,000.00	-1,000.00	3,185.00	4,000.00	-815.00	12,000.00
5025 · Audit	0.00	0.00	0.00	2,250.00	11,750.00	-9,500.00	11,750.00
5026 · Legal Counsel	0.00	666.66	-666.66	4,440.00	2,666.64	1,773.36	8,000.00
5027 · Economic Development	5,690.12	6,250.00	-559.88	16,925.55	25,000.00	-8,074.45	75,000.00
5028 · Arts and Culture	0.00	385.25	-385.25	0.00	1,541.00	-1,541.00	4,623.00
5029 · Donation to Friends of Downtown	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00
5227 · PPD Security	0.00	5,000.00	-5,000.00	15,000.00	20,000.00	-5,000.00	60,000.00
6000 · Palafox Market	11,186.28	8,414.34	2,771.94	38,448.79	74,337.36	-35,888.57	149,150.00
7000 · Ambassador Program	10,993.42	11,250.00	-256.58	44,873.68	45,000.00	-126.32	135,000.00
5041 · Pressure Washing	0.00	0.00	0.00	0.00	6,500.00	-6,500.00	6,500.00
Total Expense	50,801.02	52,963.61	-2,162.59	718,553.10	775,417.50	-56,864.40	1,287,681.60
Net Ordinary Income	27,924.00	20,082.96	7,841.04	-9,685.65	-72,108.22	62,422.57	0.00
Other Income/Expense							
Other Income							
4980 · Sales Tax Collection Allowance	19.79			98.66	0.00	98.66	0.00
4960 · Interest Income	217.87			610.79			
Total Other Income	237.66			709.45	0.00	709.45	0.00
Other Expense							
5901 · Fraudulent Charges	0.00			-343.98			
Total Other Expense	0.00			-343.98	0.00	-343.98	0.00

DOWNTOWN IMPROVEMENT BOARD
Profit & Loss Budget Performance- For Mgmt Use Only

Accrual Basis

January 2023

	Jan 23	Budget	\$ Over Budget	Oct '22 - Jan 23	YTD Budget	\$ Over Budget	Annual Budget
Net Other Income	237.66			1,053.43	0.00	1,053.43	0.00
Net Income	28,161.66	20,082.96	8,078.70	-8,632.22	-72,108.22	63,476.00	0.00

DOWNTOWN IMPROVEMENT BOARD

Palafox Profit & Loss Budget Performance- For Mgmt Use Only

Accrual Basis

January 2023

	Jan 23	Budget	\$ Over Budget	Oct '22 - Jan 23	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income							
Program Revenue							
4030 · Palafox Market Vendor Payments	16,627.50	13,333.34	3,294.16	64,950.45	53,333.36	11,617.09	160,000.00
Total Program Revenue	16,627.50	13,333.34	3,294.16	64,950.45	53,333.36	11,617.09	160,000.00
Total Income	16,627.50	13,333.34	3,294.16	64,950.45	53,333.36	11,617.09	160,000.00
Gross Profit	16,627.50	13,333.34	3,294.16	64,950.45	53,333.36	11,617.09	160,000.00
Expense							
6000 · Palafox Market							
6001 · Palafox Market Project Mgmt	6,079.23	4,298.00	1,781.23	17,676.73	17,192.00	484.73	55,874.00
6003 · Permits / Street Closure	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00
6004 · Portable Toilet Rental	0.00	1,083.34	-1,083.34	3,025.00	4,333.36	-1,308.36	13,000.00
6005 · Market Anniversary Celebration	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
6006 · Farm Visit- Mileage Reimburseme	0.00	41.66	-41.66	0.00	166.64	-166.64	500.00
6007 · Marketing	3,590.85	833.34	2,757.51	5,712.22	3,333.36	2,378.86	10,000.00
6011 · Market App Program Fee	0.00	125.00	-125.00	0.00	500.00	-500.00	1,500.00
6012 · Market Security	400.00	850.00	-450.00	3,600.00	3,400.00	200.00	10,200.00
6013 · Palafox Market Event	0.00			750.00			
6015 · Bathroom Construction	3,390.00	0.00	3,390.00	13,560.00	40,680.00	-27,120.00	40,680.00
Total 6000 · Palafox Market	13,460.08	7,231.34	6,228.74	44,323.95	69,605.36	-25,281.41	134,954.00
Total Expense	13,460.08	7,231.34	6,228.74	44,323.95	69,605.36	-25,281.41	134,954.00
Net Ordinary Income	3,167.42	6,102.00	-2,934.58	20,626.50	-16,272.00	36,898.50	25,046.00
Net Income	<u>3,167.42</u>	<u>6,102.00</u>	<u>-2,934.58</u>	<u>20,626.50</u>	<u>-16,272.00</u>	<u>36,898.50</u>	<u>25,046.00</u>

DIB - Jan 23

<u>Code</u>	<u>Description</u>	<u>DIB Notes</u>	<u>YTD</u>
Income	<i>Overview</i>	<i>\$5,600 Over Budget</i>	<i>\$5,500 Over Budget</i>
1301	Co-Op Participation	\$1,500 Under Budget	\$150 Over Budget
4030	Palafox Market	\$3,200 Over Budget	\$11,600 Over Budget
Expense			
Expense	<i>Overview</i>	<i>\$2K Under Budget</i>	<i>56K Under Budget</i>
3001	<i>Compactor Co-Op</i>	<i>\$1,000 Over Budget</i>	<i>\$3,000 Over Budget</i>
5001	Salaries, Benefits & Taxes	\$1,800 Over Budget	\$3,200 Over Budget
5023	Marketing	\$600 Over Budget	\$2,800 Over Budget
5027	Economic Development	\$560 Under Budget	\$8,000 Under Budget
6000	Palafox Market	\$6,200 Over Budget	\$25K Under Budget
7000	Ambassador Program	\$250 Under Budget	\$130 Under Budget

Treasurer's Report - DIB

MEMORANDUM

To: DIB Board

From: Walker Wilson, Executive Director

Subject: Treasurer's Report

Date: Feb

Total Income DIB **Jan:** \$78,725.02

Total Expense DIB **Jan:** \$50,801.02

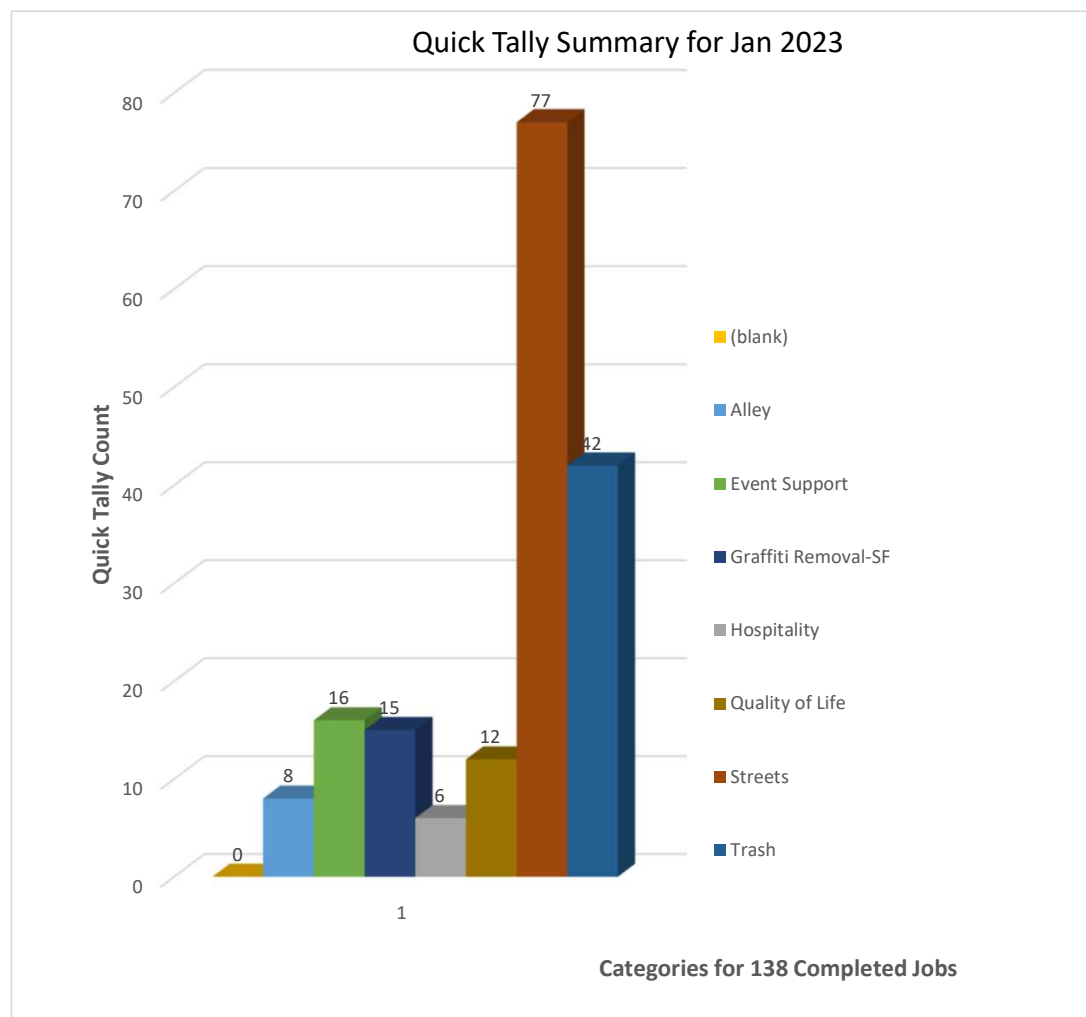
Notes:

DOWNTOWN IMPROVEMENT BOARD
Balance Sheet - For Management Use Only
As of January 31, 2023

	Jan 31, 23
ASSETS	
Current Assets	
Checking/Savings	
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	47,785.47
Total 101 · Cash - Synovus- 0237 Operating	120,931.54
103 · Synovus - Money Market	276,350.14
Total Checking/Savings	397,281.68
Accounts Receivable	
140.4 · A/R-Property Assessments	364,371.94
Total Accounts Receivable	364,371.94
Other Current Assets	
161 · Prepaid Expenses	572.00
140.9 · Due from Downtown Pens Alliance	80.25
140.5 · Due from Friends of Downtown	1,444.00
162 · City of P-Clean Up Deposit/Perm	1,000.00
164 · Prepaid Insurance	7,820.68
Total Other Current Assets	10,916.93
Total Current Assets	772,570.55
Fixed Assets	
Puppy Pit Stop Project	72,745.00
240 · Equipment	169,220.56
260 · Furniture & Fixtures	6,982.81
275 · Website Capitalized	10,850.00
300 · Less Accumulated Depreciation	-139,306.58
Total Fixed Assets	120,491.79
TOTAL ASSETS	893,062.34
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
450 · Accounts Payable	-7.00
Total Accounts Payable	-7.00
Other Current Liabilities	
2110 · Direct Deposit Liabilities	-7.00
453 · 403(b) Employer Contribution	1,923.12
471 · Payroll Liabilities	1,509.18
4849 · Deferred Revenue Sign Maint	5,000.00
490 · Deferred Revenue-Prop Taxes	443,766.64
Total Other Current Liabilities	452,191.94
Total Current Liabilities	452,184.94
Total Liabilities	452,184.94
Equity	
32000 · Unrestricted Net Assets	467,383.64
587 · Fund Balance	
302-001 · Audit Reclass	187,142.98
587 · Fund Balance - Other	-205,017.00
Total 587 · Fund Balance	-17,874.02
Net Income	-8,632.22
Total Equity	440,877.40
TOTAL LIABILITIES & EQUITY	893,062.34

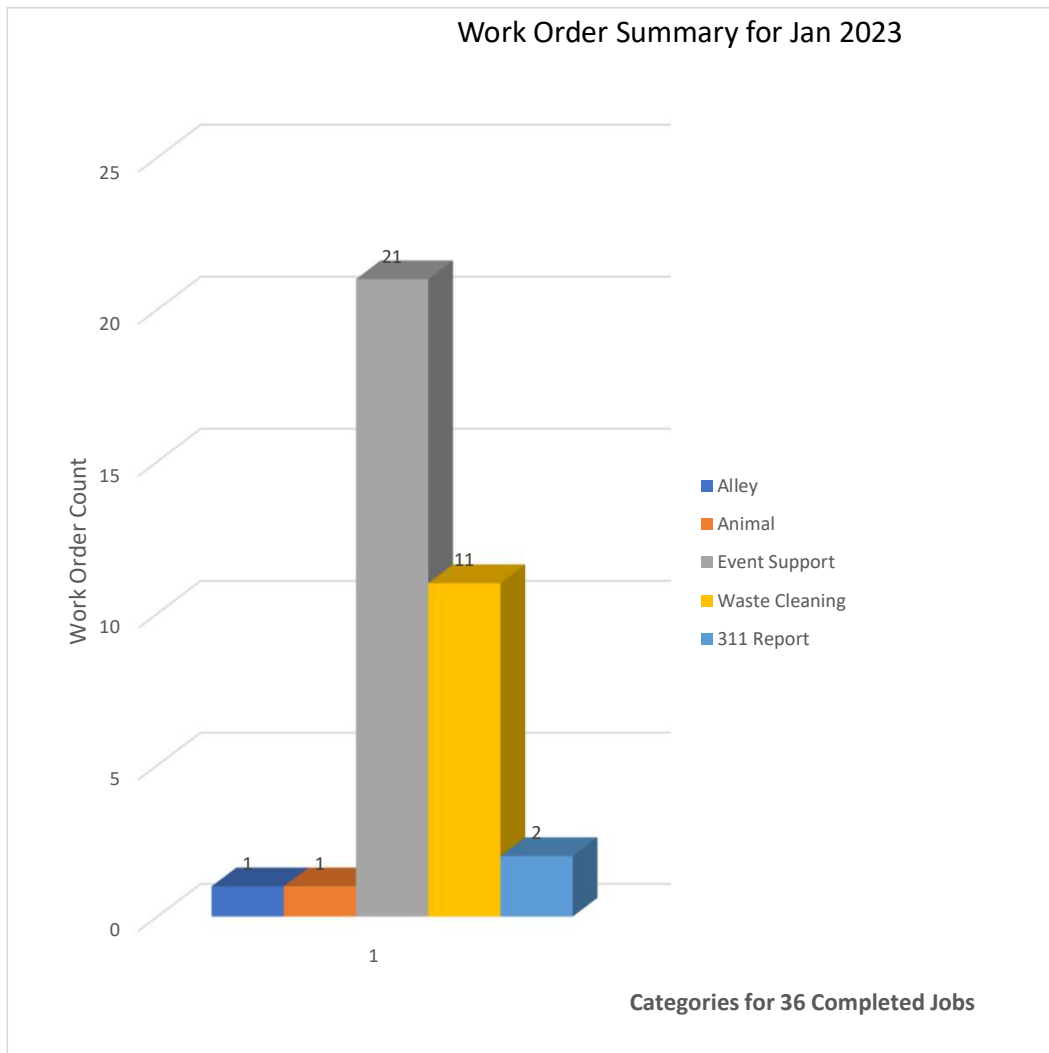
Jan 2023 Quick Tally Summary

Categories	Count of Quick Tally Categories
(blank)	0
Alley	8
Event Support	16
Graffiti Removal-SF	15
Hospitality	6
Quality of Life	12
Streets	77
Trash	42
Grand Total	176



Jan 2023 Work Order Summary

Categories	Count of Work Order Categories
Alley	1
Animal	1
Event Support	21
Waste Cleaning	11
311 Report	2
Grand Total	36



Marketing Highlights January 2023



SUMMARY

PR/MEDIA

- Bubble Alley Ending News Release
- Cailin Feagles News Release
- Media Monitoring and Clips
- Mardi Gras Market News Release
- Media Response WKRG
- Interviews: Bodacious Bookstore/AJ's Market

OTHER

- Research for 2023 Foo Foo Festival Grant
- Website RFP Distribution to Local Firms
- Downtown Pensacola Website Design Concepts
- Marketing strategy meetings

SOCIAL MEDIA

- Daily Instagram and Facebook monitoring and response
- 29 Instagram Stories on @downtownpensacola
- Instagram Video Reel for "All I Want" campaign
- Facebook holiday reel

CONTENT/DESIGN

- Tall Ship Pinta Photos/Social Promotion
- Downtown Welcome Kit Updates
- SEC Conference Map
- New Trash Can Signs and Vendor Estimates
- Open Containers Laminated Posters
- MLK Parade Promotion
- Updated (Reverse) Mardi Gras Market Logo

DIGITAL

- Downtown events created / promoted on website
- Bubble Alley Fan Posts Compilation Reel
- Mardi Gras Market Website Homepage Slider
- New Year's Post
- Website News Page Post
- New Website Blog
- Call with Visit Pensacola re Calendar Collab

WEBSITE OVERVIEW

WEBSITE VISITORS

5,145 Users
5,861 Sessions
10,655 Pageviews

TOP PAGES

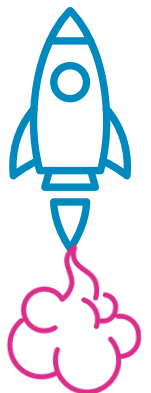
Home Page
Events
Directory

DEVICE

74% Mobile
23% Desktop
2% Tablet

TOP COUNTRIES

1.US
2.UK
3.Canada





INSTAGRAM

39,012 FOLLOWERS

22,964

ACCOUNTS REACHED

-37.3% VS LAST MONTH

2,150

PROFILE VISITS

16,150

TOP SINGLE POST ENGAGEMENT



FACEBOOK

90,314 FOLLOWERS

291,541

ACCOUNTS REACHED

-28.3% VS LAST MONTH

8,090

PROFILE VISITS

54,585

TOP SINGLE POST ENGAGEMENT



downtownpensacola
Downtown Pensacola

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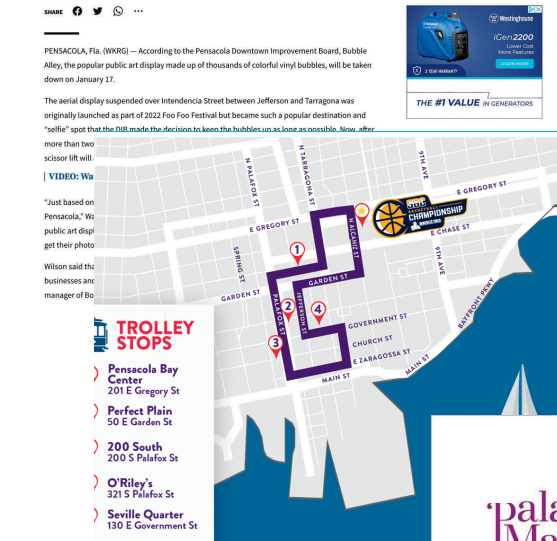
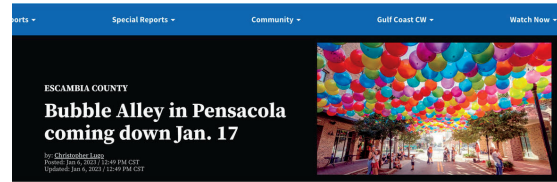
Liked by ideaworksco and 1,817 others

downtownpensacola 🍷🍷🍷🍷🍷🍷

779 NEW LIKES/FOLLOWS

SAMPLE CLIPS-JAN 2023

PR / MEDIA



UPDATED TROLLEY MAP



Palafox Market celebrates Mardi Gras with a special Market Feb. 11

Posted: Jan 25, 2023 3:42 PM Updated: Jan 25, 2023 3:42 PM

Pensacola Mardi Gras and Palafox Market will collaborate for celebrate the beginning of the 2023 Mardi Gras season. On



DIB hires new director of operations and events

Posted: Jan 25, 2023 3:22 PM Updated: Jan 25, 2023 3:23 PM

The Downtown Improvement Board has named Caitlin Feagles, on the job since early January,



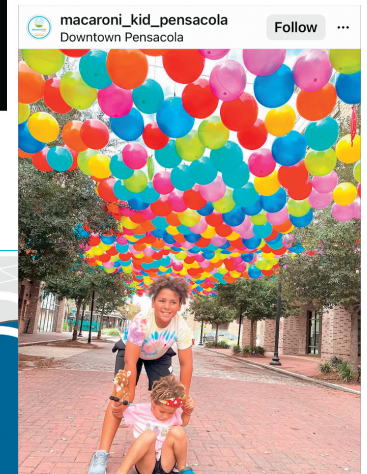
Bubble Alley leaves lots of colorful memories behind

Posted: Jan 16, 2023 5:41 PM Updated: Jan 25, 2023 3:24 PM

Bubble Alley, the popular public art display made up of thousands of colorful vinyl bubbles, will be taken down on January 17. The aerial display suspended ...

WEBSITE CONTENT UPDATES

SOCIAL MEDIA REEL



NEWS RELEASE



News Release
FOR IMMEDIATE RELEASE

Media Contact:
Caron Sjoberg
Ideaworks
(850) 434-9095 • carons@ideaworks.co

Mardi Gras Market – Palafox Market Rolls Out the Festivities Feb. 11

Downtown Pensacola's award-winning farmers' market partners with Pensacola Mardi Gras for a special celebration

PENSACOLA, Fla. (Jan. 16, 2023) — Pensacola Mardi Gras and Palafox Market will collaborate for a special event to celebrate the beginning of the 2023 Mardi Gras season. On Saturday, Feb. 11, the award-winning Palafox Market will transform into **Mardi Gras Market**, fully equipped with purple, green and gold celebration necessities.

All 90 krewes as well as the entire community can shop for Mardi Gras-themed goods during the special market, held just one week before the Grand Mardi Gras parade marches through downtown Pensacola.

Mardi Gras Market is located on Palafox Street, stretching from Martin Luther King Jr. Plaza to Garden Street. Vendors at the Mardi Gras Market will show off their celebratory creativity with Mardi Gras themed home decor, baked goods, shirts, jewelry, soaps, pet goods and more.

Early birds can pick up a themed "Mardi Gras Market" necklace near the center of the plaza near the Martin Luther King, Jr. sculpture.

In the weeks following Mardi Gras Market, the 2023 Pensacola Mardi Gras festivities will continue through early March.

###



"FILL ME UP,
BUTTERCUP"



TRASH CAN SIGNS

POWERED BY IDEAWÖRKS

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
PENSACOLA, FLORIDA, AND THE PENSACOLA
DOWNTOWN IMPROVEMENT BOARD REGARDING
PLAZA FERDINAND**

THIS AGREEMENT ("AGREEMENT") is made and entered into as of _____ day of _____, 2023, 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").

WITNESSETH:

WHEREAS, the parties have legal authority to provide amenities within their respective jurisdictions; and

WHEREAS, the parties are authorized by §163.01, Florida Statutes, to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, 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 within the downtown area in the City of Pensacola, Escambia County, Florida (hereinafter referred to as the "DIB District"); and

WHEREAS, Palafox Market is an ongoing activity of the DIB which provides the opportunity for local vendors to sell locally crafted goods, foods, and works of art to the general public; and

WHEREAS, Palafox Market is currently being operated at Martin Luther King Jr. Plaza and the citizens of Pensacola and its visitors will benefit from expanding the Palafox Market to Plaza Ferdinand.

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

Article 1: Purpose

1.1 Purpose.

The recitals contained in the preamble of this AGREEMENT are declared to be true and correct and are hereby incorporated into this AGREEMENT.

Article 2: Project

2.1 Description.

Palafox Market shall be operated within the boundaries of Plaza Ferdinand as defined in Section 6-3-12, Code of City Ordinances. Additionally, a conceptual drawing of the placement of vendor booths within Plaza Ferdinand is attached as Exhibit A to this AGREEMENT.

2.2 Project Administration.

DIB, in consultation and cooperation with City, shall be responsible for and shall oversee the administration of Palafox Market. In addition, DIB shall name a lead person who will be available during the hours of operation of Palafox Market to address issues, occurrences, and other circumstances that require on site supervision and decision-making. DIB shall allow representatives of City, including City law enforcement and code enforcement officers, access to Palafox Market at all reasonable times necessary for inspection and other public purposes. City retains the right to disallow any specific activity which it deems to be contrary to the best interests of City and shall notify DIB of such disallowance in writing.

2.3 Repairs to Plaza Ferdinand.

To provide for adequate electrical capacity to accommodate for the Palafox Market expansion, the City and DIB agree to reimbursement of City funding for upgrades to the Plaza Ferdinand electrical system. The upgrades will include full re-wiring of the entire electrical system, repairing all existing power pedestals, installation of at least seven (7) new power pedestals, and replacing existing fountain lights with new “in-fountain” color changing lights. The total cost for the upgrades is estimated at \$90,000.00. The City will fund and oversee construction of the upgrades and submit a reimbursement invoice with all applicable receipts to the DIB upon completion of the upgrades. The DIB shall reimburse the City within 90 days of receipt of the reimbursement invoice at an amount of \$50,000.00.

In addition to and separate from the electrical upgrades, DIB is responsible for all repairs to structures and grounds for damage occurring during the hours of operation of Palafox Market. For damages valued at less than one-thousand dollars (\$1,000), DIB may make the repairs. Should repairs require sums to be expended greater than one-thousand dollars (\$1,000), City shall repair and submit to DIB an invoice for the reasonable costs of repair or remediation.

2.4 Clean-Up.

DIB shall maintain Palafox Market in a neat and orderly manner. DIB shall be responsible for cleaning sidewalks and removing all trash and litter after each Palafox Market event. Such clean-up and removal of trash and litter shall occur no later than two (2) hours after closing of Palafox Market. Should DIB fail to clean-up or remove trash and litter within that time, City shall undertake cleaning and removal of trash and litter and shall submit an invoice to DIB for the costs of cleaning up and removal of trash and litter. DIB shall provide and pay for any facility maintenance which may be required for the safe operation of Palafox Market.

2.5 Vendors.

Vendors are responsible for any damage or injury caused by their operation of booths at Palafox Market and shall hold City and DIB harmless

from any and all liability. No vendor shall be allowed to occupy a booth or sell goods, art work, or food at Palafox Market, unless they have executed a written hold harmless agreement in a form approved by City and DIB. DIB shall secure and maintain a hold harmless agreement from each vendor participating in Palafox Market.

2.6 Electric Power.

DIB is responsible for payment of all electric power bills and for distributing electric power to vendors during the hours of operation of Palafox Market.

2.7 Rehabilitation of Vegetation and Soil Compaction.

Upon regular intervals and as needed, DIB shall rehabilitate grasses and soil compaction, so as to ameliorate damage caused by the location of vendor booths and pedestrian traffic. Such rehabilitation of grass, tree roots, and soil compaction shall include remedial measures such as air spading and re-sodding of grasses. The area encompassed by Plaza Ferdinand shall be subject to periodic inspection by the City Parks and Recreation Department Director and by the City Arborist to determine stress to existing vegetation and to assess compaction of soil. DIB will be responsible for implementing and paying for remedial measures to rehabilitate existing vegetation and the compaction of soil based upon the recommendations of the Director and Arborist.

Article 3: General Provisions

3.1 Term and Termination.

- (a) This AGREEMENT shall become effective upon the amendment of Sections 6-3-10, 6-3-12, 6-3-15, and 6-3-19 of the City Code of Ordinances, by the City Council.
- (b) This AGREEMENT may be terminated by either party without cause upon ninety (90) days advance written notice to the other party.

- (c) City may give thirty (30) days written notice in which to hold events and activities on days and times that Palafox Market operates. Upon receiving written notice, DIB shall cease operation of Palafox Market for the date and hours specified in the notice.

3.2 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 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 AGREEMENT.

3.3 Assignment.

This AGREEMENT 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 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.

3.5 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.

3.6 Survival:

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

3.7 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 be in the County of Escambia.

3.8 Interpretation.

For the purpose of this AGREEMENT, 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 AGREEMENT 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 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 to enforced as if this AGREEMENT 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 AGREEMENT.

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 AGREEMENT.

3.12 Notices.

All notices required or made pursuant to this AGREEMENT 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
Suite 106
Pensacola, FL 32502

TO THE DIB

Executive Director
226 South Palafox
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 consistent with the limits of liability set forth in §768.28, Fla. Stat. 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 AGREEMENT.

DIB agrees to pay on behalf of City, as well as provide a legal defense for City, both of which will be done only if and when requested by City, and only for claims arising out of this AGREEMENT. Such payment on the behalf of City shall be in addition to any and all other legal remedies available to City and shall not be considered to be City's exclusive remedy.

3.14 Insurance.

DIB shall be required to provide City with a Certificate of Insurance pursuant to Section 6-3-16 of the City Code of Ordinances. The limits of liability for bodily injury and property damage, including personal injury, shall be in the sum of one million (\$1,000,000) dollars per occurrence. Such liability insurance shall include City as an additional named insured and DIB will provide City's Risk Manager with a current copy of each policy. DIB shall also provide a Certificate of Insurance in an acceptable format upon demand by City.

3.15 Relationship of Parties

DIB shall be an independent entity in the operation of Palafox Market and shall not be an agent of City. City is granting DIB the right to use Plaza Ferdinand only for the purposes of operating and conducting Palafox

Market and it is not the intent of the parties that a landlord/tenant relationship be created by this AGREEMENT nor is it the intent that this AGREEMENT creates any third-party beneficiaries.

3.16 Loss Control and Safety.

DIB shall retain control over its employees, agents, servants, and vendors, as well as control over its invitees, and its activities on and about Plaza Ferdinand, including the manner in which such activities shall be undertaken. Precaution shall be exercised at all times by DIB for the protection of all persons and property. DIB shall make special effort to detect hazards and shall take prompt action to institute loss control/safety measures where such can reasonably be expected.

3.17 Execution

DIB Staff will be responsible for filing the executed agreement with the Clerk of the Court.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

**CITY OF PENSACOLA,
FLORIDA**

Mayor, D.C. Reeves

City Clerk, Ericka L. Burnett

Legal in form and execution:

Approved as to Substance:

City Attorney

Department Director

**PENSACOLA DOWNTOWN
IMPROVEMENT BOARD**, a public body
corporate and politic of the State of
Florida:

By: _____
Its: _____

Date: _____

Marketwurks.com
7, 4815 Glacier Lane
Whistler BC V8E 0Z9
chris@marketwurks.com



INVOICE

BILL TO

Cailin Feagles
Palafox Farmers' Market,
Pensacola Downtown
Improvement Board
Pensacola Downtown
Improvement Board
226 South Palafox Place, Suite
106
Pensacola, FL 32502

INVOICE # 1498

DATE 10/01/2023

DUE DATE 10/01/2023

TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
US Farmers' market:2023 MarketWurks Multiple Locations Original and 1 New Small	1	1,900.00	1,900.00

If you are in the US, please note that the due date is displayed in the international format of day/month/ year.

BALANCE DUE

USD 1,900.00

Walker Wilson

From: Caron Sjoberg <carons@ideaworks.co>
Sent: Tuesday, February 21, 2023 1:53 PM
To: Walker Wilson
Cc: Alyssa Wilson
Subject: Trash can signs

Hi Walker,
Here's the skinny on the trash can signs. There are 52 signs needed and we have a couple of options:

The first option is constructed of a high quality aluminum. On the plus side, these will last for a long time and they wear well over time as far as retaining the color. On the down side, they are the more expensive option, with a higher cost for materials for the vendor.

The second option is made of polystyrene, a hard plastic, and then laminated to help protect the screen printing from fading. The vendor says that these will last between one and two years tops, as plastic breaks down with the sun. They will also fade over time. They may be more prone to theft since they would be easier to yank away from the trash cans. But on the plus side, these would be half the cost of the metal signs.

Both options can be hole punched so they can be mounted to the cans with zip ties as they are currently (although I would recommend a black zip tie so it will blend in with the trash cans). We have some other options for mounting them with metal fixtures that will require drilling and additional labor.

SIGN COSTS:

ALUMINUM VERSION: LAMINATED AND HOLES IN 4 CORNERS \$3,409
PLASTIC VERSION: LAMINATED AND HOLES IN 4 CORNERS \$1,520

Also, our marketing apprentice, Alyssa, came up with a fantastic idea for another sign and I'm pasting it here :)



"Hosta La Vista, Baby"



Caron Sjoberg, APR, CPRC
CEO

PHONE (850) 434-9095

EMAIL carons@ideaworks.co

ideawörks   

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<https://g.page/ideaworksco/review?ia>