

Downtown Improvement Board Regular Monthly Meeting Tuesday August 29th, 2023, 7:30 AGENDA

- I. Call to Order
 - a. Remarks from Chairman
- II. Recurring Agenda
 - a. Meeting was properly noticed
 - b. *Approval of the proposed meeting agenda for August 29th, 2023
 - C. *Approval of the minutes from the regular meeting of the DIB on July 25th, 2023
 - d. *Approval of the July Financials

III. On-Going Business

- a. PPD Report
- b. Spotless Report
- C. Marketing Report
- d. Palafox Market

IV. New Business

- a. *Ben Bergosh Boy scout Dog Bowl Project- \$350 Donation to project
- b. *Donation to Friends of Downtown for Christmas Lights- \$85,000
- C. Gallery Night Discussion
- d. Trashcan Update
- e. Schedule DIB Roundtable
- f. Seville Tower Trash Co-Op Discussion
- g. *UWF Historic Panel Art for Trash Compactor
- V. Old Business
- VIII. Public Comment
- IX. Adjournment

Next meeting – August 26th, 2023 (*) = approval item



Downtown Improvement Board Regular Monthly Meeting Tuesday July 25th, 2023, 7:30 AGENDA

Attendance: Chris McKean, Jean Pierre N'Dione, Nathan Holler, William Merrill, Gregg Harding, Jennifer Brahier, Mike Kohler, Walker Wilson, Executive Director, Cailin Feagles, Director of Operations and Events

- I. Call to Order
 - a. Mr. Wilson called the meeting to order at 7:32 AM
 - b. There is a motion to approve the slate for DIB officers. Motion is seconded, and unanimously approved.
- II. Recurring Agenda
 - a. Mr. Wilson confirmed the meeting was properly noticed.
 - b. The proposed meeting agenda was motioned by Nathan Holler and seconded by Jean Pierre N'Dione and unanimously approved.
 - C. The minutes of the regular meeting held on June 27th, 2023 were motioned, seconded, and unanimously approved.
 - d. The June financials were motioned, seconded, and unanimously approved.
 - The Palafox Market income is over budget.
 - Received reimbursement for pressure washing on Palafox.
 - Waste Co-Op is adding two new businesses to the Co-Op.
 - Marketing over budget for month from the quick turnaround for Palafox Market trolley signs.
- III. On-Going Business
 - a. PPD Report
 - PPD has a second night officer starting this week.
 - Security cameras are still in progress.
 - b. Spotless Report
 - Spotless and the Executive Director walked through the district, focusing on areas that need improvement.
 - Pressure washing on Palafox is about 70% complete.
 - Spotless has taken on Jefferson Street Parking Garage. Focus areas in the parking garage include the stairwell, pressure washing, and maintenance of the puppy park.
 - C. Marketing Report
 - There have been many Palafox Market projects such as the Palafox Market 16th Anniversary preparation and the start of the trolley between Palafox Market North and South including trolley signs, A-frames, and sidewalk decals.
 - There has been a private vendor Facebook group created for Palafox Market vendors.
 - The current website had an update in June. The new website is still in progress.
 - d. Palafox Market



- Trolley has been a great success bringing customers from Palafox Market North and Palafox Market South.
- There have been some concerns from customers and vendors about dogs in the market. A solution could be signs that encourage dog owners to walk on the outside sidewalks of the market.
- Looking into adding fences on the sidewalks between intersections to encourage Palafox Market customers to cross at the crosswalks. There are grants available that could assist with this project.

IV. New Business

- a. *Executive Director Contract Extension
 - There is a motion to approve the Executive Director's contract extension and to reconstruct bonus structure to an annual bonus of the same level. Motion is seconded and unanimously approved.
- b. *2023-2024 Annual Budget
 - There is a motion to approve the 2023-2024 Annual Budget. Motion is seconded and unanimously approved.
- c. *All I Want Campaign- \$8,000
 - Ideaworks to develop sidewalk decals and coasters for All I Want Campaign encouraging customers to shop local during the holiday season.
 - Motion, seconded, and unanimously approved.
- d. Gallery Night Discussion
 - Gallery Night and DIB to collaborate on organizing Gallery Night
 - There will be a proposal next month regarding the expectations of each organization's responsibilities.
 - The Executive Director and Director of Operations and Events are meeting with Gallery Night Organizers.
- e. Trashcan Discussion
 - The Executive Director is researching Big Belly Trash Cans costs to place in high traffic areas.
 - Current trash can lids should be placed back on the trash cans in the meantime.
 - Discussion will be revisited at next month's meeting.
- f. Schedule DIB Roundtable
 - DIB Roundtable will meet on August 7th at 5:30 PM
- g. Pelican Drop Update
 - Due to the cost of repairing the pelican, DIB will be looking into alternative options such as a permanent structure or a drone show.
 - The Executive Director is meeting with the Mayor to discuss event logistics.

V. Old Business

- VIII. Public Comment
- IX. Adjournment
 - Meeting was adjourned at 10:29 AM



Next meeting – August 22nd, 2023 (*) = approval item

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

July 2023

Accrual Basis

Jul 23 YTD Budget Budget \$ Over Budget Oct '22 - Jul 23 \$ Over Budget Annual Budget **Ordinary Income/Expense** Income 1301 · Co-Op Participation 3,996.98 5,104.88 -1,107.9056,879.35 51,048.84 5,830.51 61,258.60 0.00 55.470.83 -55.470.83 499,237,56 554,708.34 -55.470.78 665,650.00 4010 · Ad Valorem Revenue 4015 · CRA Interlocal Income 0.00 0.00 0.00 404,623.78 404,623.00 404,623.00 0.78 4020 · Website Membership and Map 41.67 -416.66 0.00 -41 67 0.00 416.66 500.00 Program Revenue 13,688.89 13,333.33 355.56 165,796.84 133,333.34 32,463.50 160,000.00 4085 · LTU - Sidewalk Pressure Washing 0.00 0.00 0.00 6.500.00 6,500.00 0.00 6.500.00 4900 · Sales Tax Collected - Rent -895.54 -904.17 8.63 -11,250.27 -9,041.66 -2,208.61 -10,850.00 4901 · Sales Tax Collected - Merch 0.00 -9.07 Total Income 16,790.33 73,046.54 -56,256.21 1,121,778.19 1,141,588.52 -19,810.33 1,287,681.60 16.790.33 73.046.54 -56.256.21 1.121.778.19 1.141.588.52 -19.810.33 1.287.681.60 **Gross Profit** Expense 4,723.02 -247.29 51.252.68 49,703.12 3001 · Compactor - Waste Services 4,970.31 1,549.56 59,643.74 3002 · Compactor Lease 0.00 0.00 0.00 0.00 10.00 -10.00 10.00 91.04 85.09 5.95 1.981.11 850.92 1,130.19 1,021.10 3004 · Compactor - Security Fees 3007 · Compactor - Electric 42.86 48.65 -5.79 450.51 486.46 -35.95 583.76 5000 · CRA Interlocal Payment 504.623.78 504.623.00 504,623.00 0.00 0.00 0.00 0.78 5001 · Salaries, Benefits & Taxes 7.952.36 5.807.46 2.144.90 59.618.64 60.978.35 -1,359.71 75,497.00 5006 · Board Meetings 110.78 20.83 89.95 208.34 -97.56 250.00 110.78 5007 · Annual Meeting 0.00 0.00 0.00 0.00 250.00 -250.00 250.00 5009 · Bank Charges 45.00 41.67 3.33 169.00 416.66 -247.66 500.00 5004 · Insurance Expense-Other 30.33 303.30 0.00 303.30 0.00 5005 · Workers Comp Insurance 41.42 42.58 -1.16 538.20 425.84 112.36 511.00 9,513.30 6,433.34 5030 · Insurance- General Liability 951.33 643.33 308.00 3,079.96 7,720.00 5011 · Interest Expense -16.67 166.66 -166.66 200.00 0.00 16.67 0.00 1.323.14 11.783.29 13,131.66 15.758.00 5012 · Office Rent 1.313.17 9 97 -1.348.37 5013 · Office Supplies 39.22 -44.11 1,215.60 833.34 382.26 1,000.00 83.33 333.33 -163.34 3.577.34 3.333.34 244.00 5014 · Office Equipment/Software 169.99 4.000.00 5015 · Postage 0.00 16.67 -16.67 430.80 166.66 264.14 200.00 5016 · Telecommunications 450.30 666.67 -216.37 4,200.34 6,666.66 -2,466.32 8,000.00 5017 · Website Support 0.00 407.58 -407.58 0.00 4,075.84 -4,075.84 4,891.00 0.00 208.33 -208.33 311.34 2,083.34 -1,772.00 2,500.00 5018 · Website Hosting 5019 · Computer Support/Email Leasing 318.99 208.33 110.66 3.262.20 2.083.34 1.178.86 2.500.00 5020 · Dues, Subscriptions, Publicatio 884.99 250.00 634.99 3,901.18 2,500.00 1,401.18 3,000.00 5021 · Travel Entertainment & Educ. 1.995.80 250.00 1.745.80 2.565.79 2.500.00 3.000.00 65 79 5023 · Marketing Consultants 5,573.75 4,583.33 990.42 60,442.85 45,833.34 14,609.51 55,000.00 5024 · Bookkeeping 0.00 1.000.00 -1.000.00 7.945.00 10.000.00 -2.055.00 12.000.00 5025 · Audit 0.00 0.00 0.00 11.750.00 11,750.00 0.00 11.750.00 5026 · Legal Counsel 0.00 666.67 -666.67 4,840.00 6,666.66 -1,826.66 8,000.00 5027 · Economic Development 734.16 6,250.00 -5,515.84 20,407.36 62,500.00 -42,092.64 75,000.00 5028 · Arts and Culture 0.00 385 25 -385.25 0.00 3.852.50 -3 852 50 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 15,000.00 15,000.00 0.00 60,000.00 60,000.00 0.00 60,000.00 6000 · Palafox Market 16,183.50 11,804.33 4,379.17 131,476.48 122,192.34 9,284.14 149,150.00 7000 · Ambassador Program 10,993.42 11,250.00 -256.58 138,491.16 112,500.00 25,991.16 135,000.00 5041 · Pressure Washing 0.00 6,500.00 -6,500.00 6,500.00 0.00 0.00 0.00 Total Expense 67,655.40 66,353.58 1,301.82 1,095,162.03 1,103,721.71 -8,559.68 1,287,681.60 Net Ordinary Income -50,865.07 6,692.96 -57,558.03 26,616.16 37,866.81 -11,250.65 0.00 Other Income/Expense Other Income 4980 · Sales Tax Collection Allowance 30.00 254.61 0.00 254.61 0.00 4960 · Interest Income 1,381.27 7,438.31 **Total Other Income** 1,411.27 7,692.92 0.00 7,692.92 0.00

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

Accrual Basis			July 2023				
	Jul 23	Budget	\$ Over Budget	Oct '22 - Jul 23	YTD Budget	\$ Over Budget	Annual Budget
Other Expense 5901 · Fraudulent Charges	0.00			-343.98			
Total Other Expense	0.00			-343.98	0.00	-343.98	0.00
Net Other Income	1,411.27			8,036.90	0.00	8,036.90	0.00
Net Income	-49,453.80	6,692.96	-56,146.76	34,653.06	37,866.81	-3,213.75	0.00

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

Accrual Basis		_	July 2023	-	-		
	Jul 23	Budget	\$ Over Budget	Oct '22 - Jul 23	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income							
Program Revenue 4030 · Palafox Market Vendor Payments	13,688.89	13,333.33	355.56	165,666.84	133,333.34	32,333.50	160,000.00
4030 · Palafox Market Vendor Payments 4036 · Palafox Market Merchandise	0.00	13,333.33	355.50	130.00	0.00	32,333.50 130.00	0.00
	0.00			130.00	0.00	130.00	0.00
Total Program Revenue	13,688.89	13,333.33	355.56	165,796.84	133,333.34	32,463.50	160,000.00
Total Income	13,688.89	13,333.33	355.56	165,796.84	133,333.34	32,463.50	160,000.00
Gross Profit	13,688.89	13,333.33	355.56	165,796.84	133,333.34	32,463.50	160,000.00
Expense							
6000 · Palafox Market							
6001 · Palafox Market Project Mgmt	3,461.54	4,298.00	-836.46	40,178.49	45,129.00	-4,950.51	55,874.00
6003 · Permits / Street Closure	0.00	0.00	0.00	500.00	0.00	500.00	1,200.00
6004 · Portable Toilet Rental	340.00	1,083.33	-743.33	10,095.00	10,833.34	-738.34	13,000.00
6005 · Market Anniversary Celebration	48.42	0.00	48.42	48.42	2,000.00	-1,951.58	2,000.00
6006 · Farm Visit- Mileage Reimburseme	0.00	41.67	-41.67	0.00	416.66	-416.66	500.00
6007 · Marketing	4,721.14	833.33 125.00	3,887.81	24,262.96	8,333.34	15,929.62 707.68	10,000.00 1,500.00
6011 · Market App Program Fee	0.00 1,400.00	850.00	-125.00 550.00	1,957.68 10,400.00	1,250.00 8,500.00	1,900.00	10,200.00
6012 · Market Security 6013 · Palafox Market Event	0.00	850.00	550.00	750.00	8,500.00	1,900.00	10,200.00
6015 · Bathroom Construction	3,390.00	3,390.00	0.00	33,900.00	33,900.00	0.00	40,680.00
Total 6000 · Palafox Market	13,361.10	10,621.33	2,739.77	122,092.55	110,362.34	11,730.21	134,954.00
Total Expense	13,361.10	10,621.33	2,739.77	122,092.55	110,362.34	11,730.21	134,954.00
Net Ordinary Income	327.79	2,712.00	-2,384.21	43,704.29	22,971.00	20,733.29	25,046.00
et Income	327.79	2,712.00	-2,384.21	43,704.29	22,971.00	20,733.29	25,046.00

		DIB - July 23	
<u>Code</u>	Description	DIB Notes	YTD
Income	Overview	\$56K Under Budget	\$19K Under Budget
1301	Co-Op Participation	\$1,000 Under Budget	\$5,800 Over Budget
4030	Palafox Market	\$355 Over Budget	\$32K Over Budget
Expense			
Expense	Overview	\$1,300 Over Budget	\$8,500 Under Budget
3001	Compactor Co-Op	\$250 Under Budget	\$1,500 Over Budget
5001	Salaries, Benefits & Taxes	\$2,000 Over Budget	\$1,300 Under Budget
5023	Marketing	\$900 Over Budget	\$14K Over Budget
5027	Economic Development	\$5,500 Under Budget	\$42K Under Budget
6000	Palafox Market	\$4,300 Over Budget	\$9,200 Over Budget
7000	Ambassador Program	\$250 Under Budget	\$26K Over Budget

Treasurer's Report - DIB

MEMORANDUM

To: DIB Board From: Walker Wilson, Executive Director Subject: Treasurer's Report Date: August

Total Income DIB **July**: \$16,790.33 Total Expense DIB **July**: \$67,655.40

Notes:

DOWNTOWN IMPROVEMENT BOARD

Balance Sheet

As of July 31, 2023

	Jul 31, 23
ASSETS	
Current Assets	
Checking/Savings 101 · Cash - Synovus- 0237 Operating	25,425.79
103 · Synovus - Money Market	513,255.02
Total Checking/Savings	538,680.81
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	1,682.20
Total Other Current Assets	4,778.45
Total Current Assets	543,459.26
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	663,951.05
Liabilities Current Liabilities Accounts Payable 450 · Accounts Payable	-5,611.80
Total Accounts Payable	-5,611.80
Other Current Liabilities	
481 · Sales Tax Payable	895.54
453 · 403(b) Employer Contribution	621.62
458 · Due to 403(b) - Employee Contr	519.24
471 · Payroll Liabilities	1,774.02
4849 · Deferred Revenue Sign Maint	5,000.00
490 · Deferred Revenue-Prop Taxes	110,941.60
Total Other Current Liabilities	119,752.02
Total Current Liabilities	114,140.22
Total Liabilities	114,140.22
Equity	
32000 · Unrestricted Net Assets	461,409.64
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	106,275.21
Total Equity	549,810.83
TOTAL LIABILITIES & EQUITY	663,951.05

DOWNTOWN IMPROVEMENT BOARD

SUMMARY





PR/MEDIA

- PR plan for "All I Want" 2024
- Palafox Market Free Trolley Ongoing PR & Promotion
- FAVIES Award media response
- Foo Foo PR Team Support Other
- News Release Executive Director Contract Renewed

OTHER

- Repast research and planning
- Delivered new map rack cards to Visit Pensacola
- FY2023-24 Marketing Budget Ongoing
- Pelican Drop Research/Calls
- Downtown area businesses boosted in July: Maker's Café, AJ's Market, The 5 Barrel, UPH, Gracie Downtown, Rusted Arrow, Jaco's, Bodacious, The Dog House, The Handlebar, Bodacious Books, MESS Hall, O'Riley's, Parlor Doughnuts, Angelena's, Gray Boutique, Blake Doyle Skate Park, Emerald Coast Tours, Cigar Factory, Jackson's, The Rex Café, Gallery Night, Rocket to Saturn, Peterbrooke Chocolatier, America's First Settlement Trail, Lily Hall, The Wine Bar, The Well, Pearl & Horn, Celestine Bed & Breakfast, Don Alan's, Pure Barre, Scout, Deshi, Sauce Boss, Perfect Plain, YMCA, Emerald Republic, Disko Lemonade, Pensacola Hair Shop, Improvable Cause, PLT, The Kennedy, Vinyl

WEBSITE VISITORS

5.661 Users 6,945 Sessions 13,397 Pageviews

ACQUISITION

Organic Search Direct **Organic Social**

WEBSITE OVERVIEW

CONTENT/DESIGN

- Replacement Palafox Market A-Frame Signs
- Palafox Market Additional Trolley Signs
- Best of the Coast ad •
- Content for new website
- Repast creative for program
- Foo Foo Festival assets
- "All I Want" Campaign (in progress)

DIGITAL

- New Website production (in progress)
- Downtown events on downtownpensacola.com
- Historic Pensacola blog
- Downtown blog: Palafox Market South
- Visit Pensacola Downtown Events

SOCIAL MEDIA

- Instagram and Facebook marketing
- Instagram Stories on @downtownpensacola
- Palafox Market Facebook Vendor Group
- Palafox Market Social Media
- Set up Downtown Threads account

TOP PAGES

1.Home Page 2.Events **3.Directory**











20,787 ACCOUNTS REACHED

> 2.232 **PROFILE VISITS**

13.660 TOP SINGLE POST ENGAGEMENT



FACEBOOK 91.247 FOLLOWERS

224,361 ACCOUNTS REACHED

> 5,872 **PROFILE VISITS**

10,716 TOP SINGLE POST ENGAGEMENT



 $\bigcirc \bigcirc \bigcirc \land$

() I liked by anniesnakedcookies and 1,576 others



Repost @jacosbayfront... more

View all 4 comments

jacosbayfront Thank you for sharing! 🧡 🤍 July 4

SAMPLE CLIPS-JULY 2023







nal Airport Wins For Tita











AEAL NEW



 \square

News Release



Palafox Market's two locations each Saturday is available until Labor Day.

The trolley will run 10:30 a.m.-2:30 p.m. between Palafox Market "North" at Martin Luther King, Jr. Plaza, and Palafox Market "South" at Plaza Ferdinand. The trolley will stop at the corner of Gregory and Palafox streets, adjacent to the North Palafox parking lot, and on the corner of Jefferson and Government streets, running on a continual cycle and giving shoppers the opportunity to shop at both markets with ease.

You can track the trolley on your phone or desktop at palafoxtrolley.com.

PALAFOX MARKET SOUTH AT PLAZA

FERDINAND Palafox Market South will include a blend of familiar Palafox Market vendors, along with a new mix of local farmers. artists and craftsmen and women, who will fill up Plaza Ferdinand on the corner of Palafox and Government streets. Shoppers can navigate between the new market and the alwayshumming original located on north Palafox at Martin Luther King, Jr. Plaza, 9 a.m.-2 p.m. every Saturday.

For more information about Palafox Market, visit palafoxmarket.com. For information concerning other downtown events, please visit downtownpensacola.com





Businesses

Abou



DIB renews contract with executive director Walker Wilson

Posted: Jul 25, 2023 8:52 PM Updated: Jul 25, 2023 8:54 PM

With three years of downtown Pensacola successes in mind, the board of directors of the Downtown Improvement Board (DIB) unanimously voted today to extend the contract of executive director Walker Wilson for another three year term. Wilson, who was selected in 2020 from a competitive pool of 53 candidates, assumed the position on October 1st of the same year. Within his first six months, he steered downtown through the challenges posed by Hurricane Sally and the onset of the COVID-19 pandemic, while simultaneously reducing overhead costs by 5% and launching significant initiatives for the 44-block downtown district.

Wilson's programs and changes over the past three years have not only benefited





Element	Change from 22	20-22 Contract	23-25 Alt.
Garden and Palofox	Drop canopy light, trunks only	\$20,000	\$12,000
26 Oaks N of garden		\$7,150	\$8,500
44 trees main 5 blocks	Year around trunk wraps on 44 trees Optional plan	\$35,000	\$42,000
30 trees S of Main	Additional lighting on Some trees	\$8,250	\$9,500
Zaragozza Street		\$3,120	\$3,120
Gimbal to Pine	New		
Christmas Tree	New 24- volt lighting	\$19,750	\$19,750
Seville trees (2)		\$800	\$800
Deviller's Street	8 trees, 38 Light poles	\$12,700	\$12,700
Jefferson Street Govt. to Intendencia	20 New trees		\$10,175
Jefferson Street Intendencia to Romana	18 New trees		\$7,500
Intendencia (by circle) Needs power at light poles	14 New trees		\$7,350
Lifts and Maintenance	Lift cost Up by \$1,600	\$18,400	\$20,000
Ferdinand Park	No trunk wrap New starbursts 20 trees	\$15,000	\$13,600
Totals		\$140,190	\$166,995

Gallery Night June 2023 Expenses		Admistrative E	xpenses	Annual	Marketing		Event Expenses	i
Event Exclusive Expenses		Payroll	\$4,833.00		Inweekly	\$155.00	PPD	\$3,250.00
Musician Stipend	\$2,000.00	Bill.com	\$45.00		Lamar/Billboard	\$0.00	EMT	\$800.00
Juneteenth Zone	\$1,000.00	MailChimp	\$34.00				Acme Barricades	\$500.00
Total	\$3,000.00	Canva	\$15.00				Baldwin	\$1,669.00
		Cowork	\$200.00				Jani-King	\$2,667.50
Reoccurring Event Expenses		Insurance	\$1,215.00	\$14,580.00			Vista	\$1,800.00
PPD	\$3,250.00	Permit	\$41.67	\$500.00			Talent	\$250.00
EMT	\$800.00			-\$1,500.00			Photographer	\$300.00
Acme Barricades	\$500.00	Annual Report	\$5.10	\$61.25			Day-of Labor (2)	\$350.00
Baldwin Portolettes	\$1,669.00						FA Stipend	\$0.00
Jani-King	\$2,667.50						Parking	\$45.00
Garden Street Main Stage	\$1,800.00	TOTAL	\$6,388.77		TOTAL	\$155.00	TOTAL	\$11,631.50
Photographer	\$300.00							
Day-of Labor (2)	\$350.00	Event Revenue	e Minimum	Annual	Event Revenue	Maximum	Annual	
Parking	\$45.00	Artists/Pfx (50)	\$3,000.00	\$36,000.00	Artists/Pfx (60)	\$3,600.00	\$43,200.00	
Total	\$11,381.50	Artist/Mrkt (10)	\$500.00	\$6,000.00	Artists/Mrkt (20)	\$1,000.00	\$20,000.00	
Total June 2023 Event Expenses	\$14,381.50	Food Trucks (3)) \$900.00	\$10,800.00	Food Trucks (3)	\$900.00	\$10,800.00	
		Food Strsd (1)	\$200.00	\$2,400.00	Food Strsd (1)	\$200.00	\$2,400.00	
		Non-Profits (5)	\$250.00	\$3,000.00	Non-Profits (12)	\$600.00	\$7,200.00	
		Table Sponrs (1	\$1,000.00	\$12,000.00	Table Sponrs (5)	\$5,000.00	\$60,000.00	
		TOTAL	\$5,850.00	\$70,200.00	TOTAL	\$11,300.00	\$143,600.00	
		TOTAL	\$4,850.00	\$58,200.00	TOTAL	\$6,300.00	\$83,600.00	

NON-PROFIT EVENT SERVICE AGREEMENT

THIS NON-PROFIT EVENT SERVICE AGREEMENT ("Service Agreement" or "SA") is made and entered into as of the ______day of ______2023, (and effective ______, 2023), by and between Pensacola Gallery Night, a charitable organization ("PGN)", organized under USC 501(c)(3), with its principal offices at ______and the Pensacola Downtown Improvement Board, a public body corporate and politic of the State of Florida (hereinafter referred to as the "DIB"), which operates under USC 501(c)(4), with administrative offices at 226 South Palafox Street, Suite 106, Pensacola, Florida 32502 (each being at times referred to as a "Party" or "Parties"). This Agreement is for the sole and limited purpose of having DIB assist PGN in PGN's principal fundraising activities each month as "Gallery Night." All donations/funds raised at this Event will be for use by PGN for its lawful purposes.

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 Parties wish to enter into a Service Agreement in order to establish responsibilities of each of the Parties with respect to the organization, hosting, facilitating and management of "Gallery Night" as a planned monthly event for the purposes of furthering the culture of Downtown Pensacola and as a fund raising event for the Pensacola Gallery Night charity.

WHEREAS, in furtherance thereof, Pensacola Gallery Night wishes to engage DIB for the purposes of managing and organizing certain aspects of the Pensacola Gallery Night Event (Event) that align with the charters of the Parties.

WHEREAS, the parties have determined that such an SA will accomplish the purposes as set forth herein and involves appropriate public expenditures to accomplish the execution of the Gallery Night Event each month or as otherwise may be planned, which may include other fund-raising events as agreed by the Parties.

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:

- MANAGEMENT FEE: PGN agrees to pay DIB a reasonable management fee of _____(a specific dollar amount or percentage of ticket sales, etc.) each month for the provision of overall management of the Services under this Agreement.
- 2.) **EMT SERVICE ARRANGEMENT and PAYMENT:** DIB shall make arrangements for and payment to EMT services for their presence on the night of the Event each month, to be

reimbursed by Gallery Night as stated in the Invoice to be submitted by DIB and paid to DIB as indicated herein.

- 3.) **PPD ARRANGEMENT AND PAYMENT:** DIB shall make arrangements for and payment to the City of Pensacola for police presence during the Gallery Night Event.
- 4.) CLEAN-UP SERVICES: DIB shall make arrangements for and payment to a cleaning company to provide clean-up services after the event, to include cleaning of the rented, portable bathrooms and any specialized cleaning services that may be required upon the conclusion of the Event. This will be included in the invoice that DIB provides to PGN for payment each month, as specified herein.
- 5.) **INSURANCE:** Each party shall maintain, pay for and keep up-to-date their own insurance policies covering each Party's property, employees, volunteers, facilities and the activities for which each Party is//will be responsible each month during the Event, to include meetings, planning, set-up, event festivities, break-down and clean-up post-Event. Insurance coverage must include any member of the public who may be present at the Event, whether part of the Event or otherwise, who may use any of the property, services or facilities affiliated with the Event.
- 6.) **BARRICADE RENTAL AND PLACEMENT:** DIB shall arrange, pay for and place or direct the placement of Barricades required for the Event. This cost will be included in the invoice for reimbursement that DIB will provide to PGN for payment to DIB each month, as specified herein.
- 7.) **PORTABLE RESTROOM RENTAL AND PLACEMENT:** DIB shall arrange, pay for and arrange the placement of ______ portable restrooms for the Event. This expense will be included in the invoice provided to PGN for reimbursement to DIB each month, as specified herein.
- 8.) **PERMITTING:** DIB will arrange for any and all permitting that may be required for the Event. This expense will be reflected on the invoice that DIB will provide to PGN for reimbursement each month, as specified herein.
- 9.) **INVOICING:** DIB will provide PGN an invoice for its management fee and all other service costs to be reimbursed on the 15th of each month. Each invoice will be due and payable on the 1st day of the following month by PGN to DIB. PGN shall remit payment to the attention of _______ at the following address: _______.
- 10.) **INDEMNITY:** Each Party shall indemnify and hold harmless the other Party for any act or omission regarding the other Party's responsibilities, employees, directors and/or volunteers whose acts or omissions or negligence may cause damage to person or property affiliated with the planning, hosting or cleaning up after the Event. Further, the Parties hereto, their respective officials, officers, volunteers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other Party. Both Parties 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 Service Agreement.

- 11.) **TERM and TERMINATION:** This SA shall be effective upon the date reflected above and shall continue for a term of ______. This SA may be terminated at any time by mutual consent of both Parties. This SA may be terminated by either Party with or without cause with no less than ninety (90) days' prior written Notice delivered to the principal office of the other Party.
- 12.) **ASSIGNMENT:** This SA or any interest herein may not be assigned, transferred or otherwise encumbered, under any circumstances, by either Party without the prior written consent of the other Party.
- 13.) ENTIRE AGREEMENT; 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 SA 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.

14.) **HEADINGS:** Headings and subtitles used throughout this SA are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

15.) **SURVIVAL:** All applicable provisions, which by their inherent character, sense, and context are intended to survive termination of this SA, shall survive the termination of this SA.

16.) **GOVERNING LAW:** This SA 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 SA shall be the courts of Escambia County.

17.) **INTERPRETATION:** For the purpose of this SA, 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 SA 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.

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

19.) **FURTHER DOCUMENTS:** As applicable, the parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this SA.

20.) **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 SA.

21.) **NOTICES:** All notices required or made pursuant to this SA 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:

то	PENSA	COLA	GALL	.ERY	NIGHT
----	-------	------	------	------	-------

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.

22.) **LIABILITY:** The parties hereto, their respective officials, officers, employees and volunteers shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. PGN, as a charitable organization, and DIB, as a public agency 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 of their officials, officers, employees or volunteers.. Each party agrees to indemnify, defend, and hold harmless the other party for its own acts or omissions (to include actions by or on behalf of their respective officials, officers, employees and/or volunteers) 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 SA.

IN WITNESS WHEREOF, the Parties, by signing below, represent that the person signing this document has the valid authority to legally bind the respective Party in contract. Each Party further asserts that it has read and understood the above Agreement and has been provided the opportunity to have its counsel review its contents prior to signing this Agreement.

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

Walker Wilson, Executive Director Downtown Improvement Board Christopher McKean, Chair Downtown Improvement Board

Date: _____

PENSACOLA GALLERY NIGHT

Pensacola Gallery Night

Pensacola Gallery Night

Date: _____

Date: _____



\$2,320 with a 6 week lead time

Biggs Construction Company, In	nc.					
Job: trash compactor				10 52 AM		
Loc: FLORIDA						
Date: November 20, 2017						
*** ESTIMATE SUMMARY ***						
	2 . 12					
Description	Quantit	y Unit	Sub	Labor	Material	Total
		== :				
SITE WORK				A A A A A A A A A A A A A A A A A A A		-
DIVISION 2				14		
Silt Fence	540	lf	540.00	0.00	0.00	540.00
Demo and removal	1	sc	3,957.00	0.00	0.00	3,957.00
Sawcut Concrete	125	-	500.00	0.00	0.00	500.00
Sawcut Asphalt	310	+ +	775.00	0.00	0.00	775.00
Remove concrete and asphal	420		0.00	0.00	0.00	0.00
Storm Drainage	1	nic	0.00	0.00	0.00	0.00
Dry Well	1	-	0.00	0 00	0.00	0.00
		TIC	0.00	0.00	0.00	0.00
Paving	8	sy	256.00	0.00	0.00	256.00
Striping	1		65.00	0.00	0.00	256.00
				0.00	0.00	05.00
Landscape	1	nic	0.00	0.00	0.00	0.00
Site Lighting	1	noc	0.00	0.00	0.00	0.00
Final Survey	1	nic	0.00	0.00	0.00	0.00
			2423			
		== =				
SITEWORK - Subtotal			6,093.00	0.00	0.00	6,093.00
BUILDING	1.107					
DIVISION 1						
Seneral Conditions	0	wk	- 1. A.	7,144.95	2,486.74	9,631.69
Building Permit	1	allo	800.00	0.00	0.00	800.00
DIVISION 3						
Conc - SOG 4"	0	sf	0.00	3,511.80	4 029 52	0 440 00
onc - Misc & Pumping			0.00	0.00	4,928 53	8,440.33
atch asphalt and concrete	420		1,470.00	0.00	752.50	752.50
o work in Dot	420	31	1,470.00	0.00	0.00	1,470.00
atch Sidewalks at Garden st	360	sf	2 880 00	0.00		
diden biochaina at Galuen st	300	31	2,880.00	0.00	0.00	2,880.00
IVISION 5	1			3		
uminum Gate Fence	1	allo	0.00	0.00	2,250.00	2,250.00
ollards	2	ea	0.00	390.00	680.00	1,070.00

funel What

Page 1

Biggs Construction Company, Ir						
Job: trash compactor				10:52 AM		1.3
Loc: FLORIDA				TO OL THI		
Date: November 20, 2017						
*** ESTIMATE SUMMARY ***	1					
Description	Quantity	Unit	Sub	Labor	Material	Total
	======	==	=======================================	=======================================	========================	
Wood Fencing	1	ls	0.00	6,195.14	3,168.66	9,363.80
DIVISION 8	~					
Install Doors and Windows	0	ea	0.00	191.70	16.13	207.83
Install Hardware	0	ea	0.00	191.70	80.63	272.33
Division 9						
Painting	1	sc	800.00	0.00	0.00	800.00
DIVISION 15						
Plumbing	1	allo	1,200.00	0.00	0.00	1,200.00
DIVISION 16						
Electrical - Power & Wiring	1	sc	6,673.00	0.00	0.00	6,673.00
Lighting allowanc	1	allo	1,100.00	0.00	0.00	1,100.00
Utility fees	1	nic	0.00	0.00	0.00	0.00
Security	1	nic	0.00	0.00	0.00	0.00

Biggs Construction Company, In	с.					
Job: trash compactor				10:52 AM	4	
Loc: FLORIDA	110					
Date: November 20, 2017						
*** ESTIMATE SUMMARY ***		1				
Description	Quantity	Unit	Sub	Labor	Material	Total
	======	==				
Contract Contractor					partie - ant rec	
BUILDING	Subtotal	-	14,923.00	17,625.29	14,363.18	46,911.48
SITEWORK	Subtotal		6,093.00	0.00	0.00	6,093.00
BUILDING & SITEWORK	Subtotal		21,016.00	17,625.29	14,363.18	53,004.48
General Liability Insurance	0.25%		60.95	387.76	0.00	448.70
Subtotal	19.920					53,453.18
Overhead (in General Conditions)	0.00%		17 M		Carlos Parts	0.00
Subtotal						53,453.18
Bond nic	0.00%		1	and an and a set of		0.00
Subtotal						53,453.18
Builder Risk (BASIC ONLY)	0.00%	Is	where the			0.00
Subtotal	1.11.17					53,453.18
Fee	11.00%	Is				5,879.85
Total					de la constante	\$ 59,333
			Malant		March 199	

FINAL

prount

		1 1		1,00		
Biggs Construction Company, I	nc.					
Job: Dumpser pad and gates				11:01 AM		
Loc: FLORIDA						
Date: May 9, 2017	1			1.5%		
*** ESTIMATE SUMMARY ***	1					<u>.</u>
Description	Quantity	Unit	Sub	Labor	Material	Total
SITE WORK						
DIVISION 2						
Silt Fence / barricade	230	lf	460.00	0.00	0.00	460.0
			1			
Demo Asphalt	450	sf	1,350.00	0.00	0.00	1,350.0
Demo Concrete Paving	405	sf	1,417.50	0.00	0.00	1,417.5
Sawcut Concrete	16	lf	96.00	0.00	0.00	96.0
Sawcut Asphalt	40	lf	160.00	0.00	0.00	160.0
Demo Curb	8	lf	64.00	0.00	0.00	64.0
Landscape	1	nic	0.00	0.00	0.00	0.00
City Links						
Site Lighting	1	nic	0.00	0.00	0.00	0.0
Final Survey	1	nic	0.00	0.00	0.00	0.00
		== :				
SITEWORK - Subtotal			3,547.50	0.00	0.00	3,547.50
BUILDING	1.11					
DIVISION 1				a de cartes de la de		
General Conditions	0	wk	23 (1993 <mark>-</mark> 199	3,329.25	1,786.38	5,115.63
Building Permit	1	nic	0.00	0.00	0.00	0.00
DIVISION 3						
Conc - SOG 4"	0	sf	0.00	1,298.77	1,962.52	3,261.29
Concrete sidewalks	200		1,300.00	0.00	0.00	1,300.0
Conc - Misc & Pumping	1		0.00	0.00	752.50	752.5
DIVISION 5						
Steel frame Doors	1	allo	0.00	0.00	1,800.00	1,800.0
Fence	1	allo	0.00	0.00	3,150.00	3,150.0
Bollards	2	ea	0.00	210.00	500.00	710.0
Division 9			al and a second			
Painting	1	sc	200.00	0.00	0.00	200.0
DIVISION 15						
Plumbing - Exterior						
anitary Sewer		allo	3,900.00	0.00	0.00	3,900.0
Vater service	1	allo	2,400.00	0.00	0.00	2,400.0

Page 1

Biggs Construction Company, In	с.	267				2	100
Job: Dumpser pad and gates				11:01 AM			and the second
Loc: FLORIDA	1.1						
Date: May 9, 2017							
*** ESTIMATE SUMMARY ***		1					
Description	Quantity	Unit	Sub	Labor	Material		Total
	=====	==					
DIVISION 16						_	
Electrical - Power & Wiring	1	allo	1,850.00	0.00	0.00		1,850.00
BUILDING	Subtotal		9,650.00	4,838.02	9,951.40		24,439.42
SITEWORK	Subtotal		3,547.50	0.00	0.00		3,547.50
BUILDING & SITEWORK	Subtotal		13,197.50	4,838.02	9,951.40		27,986.92
General Liability Insurance	0.25%		38.27	106.44	0.00		144.71
Subtotal							28,131.63
Overhead (in General Conditions)	0.00%	V.					0.00
Subtotal	1			a la companya da companya d			28,131.63
Bond nic	0.00%		AND AND .	3. Style			0.00
Subtotal				Alexience and			28,131.63
Builder Risk (BASIC ONLY)	0.00%	ls	10170500				0.00
Subtotal	1.19.1973			No. 10			28,131.63
Fee	11.00%	ls	and a state of the second	and the second second		1	3,094.48
Total						\$	31,226
	1		and the second second		State State	====	

1011111

Holey

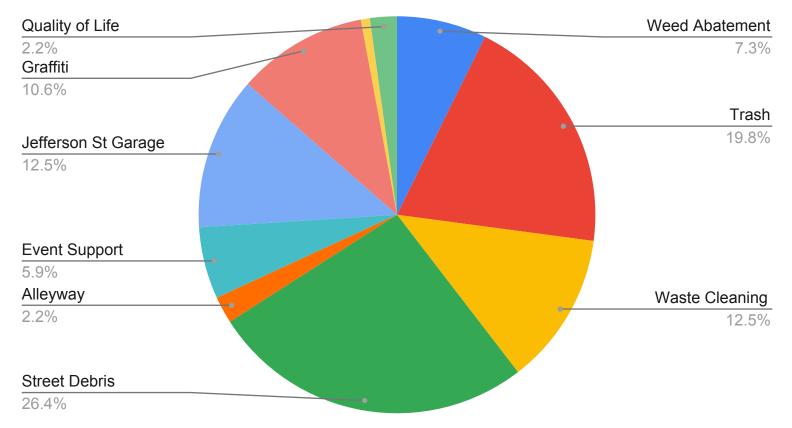
+20%

Page 2



Image capture: Jun 2022 © 2023 Google

Count of List



Walker Wilson

From:	Walker Wilson
Sent:	Monday, August 28, 2023 2:08 PM
То:	Gregg Harding
Subject:	RE: [EXTERNAL] Historic Panel for Trash compactor

Correct

Walker Wilson Executive Director



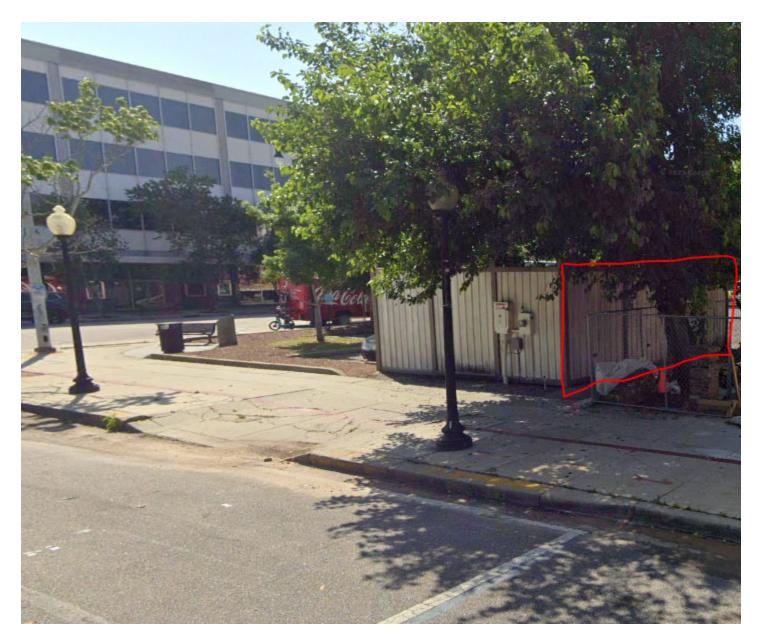
Pensacola Downtown Improvement Board 226 South Palafox Street, Suite 106 Pensacola, FL 32502 **Direct Phone** 850-434-5371

Take This Quick Survey to Let Us Know How We're Doing!

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person. ****

From: Gregg Harding <GHarding@cityofpensacola.com>
Sent: Monday, August 28, 2023 2:03 PM
To: Walker Wilson <walkerwilson@downtownpensacola.com>
Subject: RE: [EXTERNAL] Historic Panel for Trash compactor

And just to double check, it would be this face, correct?



Gregg Harding, RPA

Assistant Planning & Zoning Division Manager Visit us at <u>http://cityofpensacola.com</u> 222 W Main St. Pensacola, FL 32502 Office: 850.435.1676 <u>gharding@cityofpensacola.com</u>



Tell us how we are doing by completing this short <u>survey</u>.

Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you

do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

From: Gregg Harding
Sent: Monday, August 28, 2023 2:01 PM
To: 'Walker Wilson' <<u>walkerwilson@downtownpensacola.com</u>>
Subject: RE: [EXTERNAL] Historic Panel for Trash compactor

Hey Walker,

Typically, yes – I think all of the invisible frame murals so far have gone to ARB. It mostly depends on if a permit is needed, so let me double check with Jonathan Bilby and I'll let you know.

Gregg Harding, RPA Assistant Planning & Zoning Division Manager Visit us at http://cityofpensacola.com 222 W Main St. Pensacola, FL 32502 Office: 850.435.1676 gharding@cityofpensacola.com PENSACCOLA FLORIDA'S FIRST & FUTURE

Tell us how we are doing by completing this short <u>survey</u>.

Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

From: Walker Wilson <<u>walkerwilson@downtownpensacola.com</u>
Sent: Monday, August 28, 2023 1:52 PM
To: Gregg Harding <<u>GHarding@cityofpensacola.com</u>
Subject: [EXTERNAL] Historic Panel for Trash compactor

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Hey Gregg,

We are looking at putting one of the historic panels on the outside of the trash compactor facing he back side of vinyl. Would this need ARB approval?

Rob,

David with Lamar provided the following prices for a mural on the side of the Jefferson Street dumpster enclosure. A single frame is best, but I don't know if the ARB will allow this so I had him provide a price for two frames.

Option #1

One 6' x 27' Invisible Frame Wallscape Materials: \$3,955 Installation Labor: \$2,900 Vinyl: \$972 Total Cost: \$7,827

Option #2 Two 6' x 13' Invisible Frame Wallscapes Materials: \$4,495 Installation Labor: \$2,900 Vinyl: \$936 **Total Cost: \$8,331**

Ross

--

Ross Pristera, MAHPP

Historic Preservationist

UWF Historic Trust

P. O. Box 12866

Pensacola, FL 32591

www.historicpensacola.org

RPristera@uwf.edu

P: 850.595.5985 x 115

F: 850.595.5989

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Walker Wilson Executive Director



Pensacola Downtown Improvement Board 226 South Palafox Street, Suite 106 Pensacola, FL 32502 **Direct Phone** 850-434-5371

Take This Quick Survey to Let Us Know How We're Doing!

**Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person. **