



**Downtown Improvement Board  
Regular Monthly Meeting  
Tuesday March 17<sup>th</sup>, 2026, 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 March 17<sup>th</sup>, 2026
  - c. \*Approval of the minutes from the regular meeting of the DIB on February 17<sup>th</sup>, 2026
  - d. \*Review of the February & YTD Financials - Walker Wilson
  
- III. On-Going Business
  - a. PPD Report - Sergeant Ghigliotty
  - b. Spotless Report - Labarian Turner
  - c. Marketing Report - Caron Sjoberg
  - d. Palafox Market - Cailin Feagles
  - e. The New Palafox Project Update - Walker Wilson
  
- IV. Old Business
  
- V. New Business
  - a. \*Jefferson Garage Alleyway Sidewalk Restoration Sealing of Sidewalk
  - b. \*Palafox Market Handbook Changes - Cailin Feagles
  - c. \*Marketwurks Subscription - \$2,250.00 (Item Is budgeted)
  - d. \*Spotless Credits Agreement
  - e. \*Permanent outdoor furniture in Plaza Ferdinand Project - Jerry Pate Design Plans (Quote to be provided Monday 3/16/26 and agenda updated with bid included and provided to board and public)
  
- VI. Public Comment
  
- VII. Adjournment

**Next meeting – April 21<sup>st</sup>, 2026  
(\* ) = approval item**



**Downtown Improvement Board  
Regular Monthly Meeting  
Tuesday February 24<sup>th</sup>, 2026, 7:30**

**AGENDA**

**Attendance: Chris McKean, Chairman, Nathan Holler, William Merrill, Sara Papantonio, Rafael Simpson, Allison Patton, Walker Wilson, Executive Director, Cailin Feagles, Director of Operations & Events**

- I. Call to Order
  - a. Chris McKean, Chairman, calls the meeting to order at 7:35 AM
  
- II. Recurring Agenda
  - a. Mr. Walker Wilson confirmed the meeting is properly noticed.
  - b. The proposed meeting agenda for February 17, 2026 is motioned by William Merrill, seconded by Nathan Holler, and unanimously approved.
  - c. The minutes of the regular meeting of the DIB on January 20<sup>th</sup>, 2026 are motioned, seconded, and unanimously approved.
  - d. The January & YTD Financials are motioned, seconded, and unanimously approved.
    - Walker Wilson and Cailin Feagles are now using Quickbooks Online.
    - Waste Co-Op invoices can now be paid with credit card, ACH, or check.
    - The office has moved to a new phone system
  
- III. On-Going Business
  - a. PPD Report – Sergeant Ghigliotty
    - No report.
  - b. Spotless Report – Labarian Turner
    - Pressure washing continues on Wright Street.
    - Trash cans down Palafox need to be cleaned. Spotless team assisting the city in keeping the trash can consistently emptied during construction.
  - c. Marketing Report – Caron Sjoberg
    - Projects on Palafox construction marketing includes social posts, event promotion, free trolley promotion, creation of wayfinding signs, and keeping public informed on construction updates.
    - The Downtown Deals page has been added to the website.
    - Downtown Gift Card program is about to launch.
    - Spring All I Want campaign kicking off on March 8<sup>th</sup> for the Spring Shop Hop and then continues through end of May.
    - The Downtown Explorers Guide is going to print.
  - d. Palafox Market – Cailin Feagles
    - Palafox Mardi Market took place on February 7<sup>th</sup>.
    - Palafox Market merch is in the works for Spring/Summer.
    - Renewals will take place at the end of March.
  - e. The New Palafox Project Update – Walker Wilson
    - Palafox is completing the final phase of stormwater installation. Pavers have

been delivered and the sidewalk work will be beginning in March.

IV. Old Business

V. New Business

a. Outdoor Furniture Discussion

- Outdoor furniture borrowed from Khons and will be used in Plaza Ferdinand throughout the week during lunch hours.

b. \*Jefferson Garage Alleyway Sidewalk Restoration- (waiting on quote)

- This will be revisited at next meeting.
- Walker Wilson to look into additional ways to fund this project.
- There is a motion to approve the quote for sandblasting if the quote includes sealing the alleyway as well. Motion is seconded and unanimously approved.

c. \*Jefferson Garage Alleyway Umbrella Sky Project

- Motioned, seconded, and unanimously approved.

d. Spring All I Want \$5,000 Budget

- Motioned, seconded, and unanimously approved.

VIII. Public Comment

IX. Adjournment- Meeting is adjourned at 8:45 AM

**Next meeting – March 17<sup>th</sup>, 2026**

**(\* ) = approval item**

## Downtown Improvement Board Budget vs. Actuals - Palafox Market

February

Distribution account	Feb 1 - Feb 28 2026			Total			Annual Budget
	Actual	Budget	Over budget by	Actual	Budget	Over budget by	
<b>Income</b>							
1301 Co-Op Participation	16,759.73	5,666.67	11,093.06	39,359.77	28,333.35	11,026.42	68,000.00
4000 Misc Income	9,929.46		9,929.46	20,979.46		20,979.46	
4010 Ad Valorem Revenue				588,719.83	588,720.00	-0.17	834,747.00
<b>Program Revenue</b>							
4030 Palafox Market Vendor	11,605.00	21,666.67	-10,061.67	108,368.61	108,333.31	35.30	260,000.00
4031 Palafox Market Vendor South	90.00		90.00	90.00		90.00	
<b>Total for Program Revenue</b>	<b>11,695.00</b>	<b>21,666.67</b>	<b>-9,971.67</b>	<b>\$108,458.61</b>	<b>\$108,333.31</b>	<b>\$125.30</b>	<b>1,162,747.00</b>
4901 Sales Tax Collected - Merch		-833.33	833.33		-4,166.65	4,166.65	-10,000.00
<b>Total for Income</b>	<b>38,384.19</b>	<b>26,500.01</b>	<b>11,884.18</b>	<b>\$757,517.67</b>	<b>\$721,220.01</b>	<b>\$36,297.66</b>	<b>1,152,747.00</b>
<b>Cost of Goods Sold</b>							
<b>Gross Profit</b>	<b>38,384.19</b>	<b>26,500.01</b>	<b>11,884.18</b>	<b>\$757,517.67</b>	<b>\$721,220.01</b>	<b>\$36,297.66</b>	<b>1,152,747.00</b>
<b>Expenses</b>							
3001 Compactor - Waste Services		5,510.00	-5,510.00	19,549.81	27,550.00	-8,000.19	66,130.00
3004 Compactor - Security Fees	128.94	116.67	12.27	744.68	583.35	161.33	1,400.00
3007 Compactor - Electric		39.17	-39.17	175.44	195.85	-20.41	470.00
5001 Salaries, Benefits & Taxes	15,995.53	10,125.78	5,869.75	48,543.15	55,691.77	-7,148.62	131,635.12
5001.11 Ambassador Salary Expense				935.80		935.80	
5001.9 Payroll Admin Fees				30.00		30.00	
5003.5 403(b) Employer Contribution	1,598.81		1,598.81	4,577.91		4,577.91	
5003 Health/Dental Insurance				3,696.41		3,696.41	
<b>Total for 5001 Salaries, Benefits &amp; Taxes</b>	<b>17,594.34</b>	<b>10,125.78</b>	<b>7,468.56</b>	<b>\$57,783.27</b>	<b>\$55,691.77</b>	<b>\$2,091.50</b>	<b>131,635.12</b>
5004 Insurance Expense-Other	38.29		38.29	168.61		168.61	14,000.00
5005 Workers Comp Insurance	57.43	0.00	57.43	210.43	0.00	210.43	500.00
5009 Bank Charges	2.40	28.33	-25.93	78.45	141.69	-63.24	340.00
5012 Office Rent		1,455.00	-1,455.00	6,556.96	7,275.00	-718.04	17,460.00
5013 Office Supplies	677.19	125.00	552.19	883.17	625.00	258.17	1,500.00
5014 Office Equipment/Software	-310.23	250.00	-560.23	1,860.68	1,250.00	610.68	3,000.00
5016 Telecommunications	624.62	291.67	332.95	2,126.14	1,458.31	667.83	3,500.00
5018 Website Hosting	-354.62	541.67	-896.29	45.38	2,708.31	-2,662.93	6,500.00
5019 Computer Support/Email Leasing	335.14	208.33	126.81	2,075.70	1,041.69	1,034.01	2,500.00
5020 Dues, Subscriptions, Publicatio	19.99	333.33	-313.34	269.95	1,666.69	-1,396.74	4,000.00
5023 Marketing Consultants	13,314.65	7,500.00	5,814.65	40,577.25	37,500.00	3,077.25	90,000.00
5024 Bookkeeping	580.25	1,625.00	-1,044.75	3,460.25	8,125.00	-4,664.75	19,500.00
5025 Audit		0.00	0.00	16,229.80	15,000.00	1,229.80	15,000.00
5026 Legal Counsel	448.50	250.00	198.50	426.25	1,250.00	-823.75	3,000.00
5027 Economic Development	5,322.25	11,587.59	-6,265.34	48,360.51	57,937.95	-9,577.44	139,051.03

5030 Insurance- General Liability	1,868.64	1,166.67	701.97	6,492.96	5,833.35	659.61	
5227 PPD Security	1,000.00	5,000.00	-4,000.00	11,600.00	25,000.00	-13,400.00	60,000.00
6000 Palafox Market	152.15	1,427.08	-1,274.93	4,492.74	7,135.40	-2,642.66	17,124.95
6001 Palafox Market Project Mgmt	1,740.00	6,990.80	-5,250.80	32,102.18	38,449.43	-6,347.25	90,880.45
6003 Permits / Street Closure				1,000.00	1,104.19	-104.19	2,650.00
6004 Portable Toilet Rental	1,592.00	375.00	1,217.00	8,716.65	1,875.00	6,841.65	4,500.00
6007 Marketing	3,167.00	3,166.67	0.33	16,026.25	15,833.31	192.94	38,000.00
6012 Market Security	2,000.00	3,666.67	-1,666.67	14,400.00	18,333.31	-3,933.31	44,000.00
6013 Palafox Market Event		220.83	-220.83	700.00		700.00	
6018 Market Cleaning Labor		0.00	0.00	7,354.42	18,397.75	-11,043.33	44,154.60
6005 Market Anniversary Celebration		20.83	-20.83		0.00	0.00	1,500.00
6006 Farm Visit- Mileage Reimburseme		158.33	-158.33		104.19	-104.19	250.00
6011 Market App Program Fee		41.67	-41.67		791.69	-791.69	1,900.00
6016 Travel, Entertainment & Educati		378.33	-378.33		208.31	-208.31	500.00
6017 P. M. Holiday Market (Perm/Cop)		3,679.55	-3,679.55		1,891.69	-1,891.69	4,540.00
<b>Total for 6000 Palafox Market</b>	<b>8,651.15</b>	<b>20,125.76</b>	<b>-11,474.61</b>	<b>\$84,792.24</b>	<b>\$104,124.27</b>	<b>-\$19,332.03</b>	<b>250,000.00</b>
7000 Ambassador Program	53.66		53.66	24,568.41		24,568.41	247,560.85
7001 Ambassador Program Labor		20,630.07	-20,630.07	41,675.08	103,150.36	-61,475.28	
<b>Total for 7000 Ambassador Program</b>	<b>53.66</b>	<b>20,630.07</b>	<b>-20,576.41</b>	<b>\$66,243.49</b>	<b>\$103,150.36</b>	<b>-\$36,906.87</b>	<b>247,560.85</b>
QuickBooks Payments Fees	7.98		7.98	7.98		7.98	
3002 Compactor Lease		0.83	-0.83		4.19	-4.19	
5006 Board Meetings		20.83	-20.83		104.19	-104.19	250.00
5007 Annual Meeting		20.83	-20.83		104.19	-104.19	250.00
5015 Postage		16.67	-16.67		83.31	-83.31	200.00
5021 Travel Entertainment & Educ.		166.67	-166.67		833.31	-833.31	2,000.00
5029 Donation to Friends of Downtown		0.00	0.00		0.00	0.00	85,000.00
<b>Total for Expenses</b>	<b>50,060.57</b>	<b>80,131.70</b>	<b>-30,071.13</b>	<b>\$370,719.40</b>	<b>\$459,237.78</b>	<b>-\$88,518.38</b>	<b>1,164,747.00</b>
<b>Net Operating Income</b>	<b>-11,676.38</b>	<b>-53,631.69</b>	<b>41,955.31</b>	<b>\$386,798.27</b>	<b>\$261,982.23</b>	<b>\$124,816.04</b>	<b>-12,000.00</b>
Other Income							
4960 Interest Income	797.61	1,000.00	-202.39	1,966.45	5,000.00	-3,033.55	12,000.00
4965 Revenue Reimbursement				4,800.00		4,800.00	
4980 Sales Tax Collection Allowance				17.24		17.24	
<b>Total for Other Income</b>	<b>797.61</b>	<b>1,000.00</b>	<b>-202.39</b>	<b>\$6,783.69</b>	<b>\$5,000.00</b>	<b>\$1,783.69</b>	<b>12,000.00</b>
Other Expenses							
<b>Net Other Income</b>	<b>797.61</b>	<b>1,000.00</b>	<b>-202.39</b>	<b>\$6,783.69</b>	<b>\$5,000.00</b>	<b>\$1,783.69</b>	<b>12,000.00</b>
<b>Net Income</b>	<b>-10,878.77</b>	<b>-52,631.69</b>	<b>41,752.92</b>	<b>\$393,581.96</b>	<b>\$266,982.23</b>	<b>\$126,599.73</b>	<b>0.00</b>

Accrual Basis Saturday, March 14, 2026 03:36 PM GMT-05:00

## Downtown Improvement Board Budget vs. Actuals

February

Distribution account	Feb 1 - Feb 28 2026			Total			Annual Budget
	Actual	Budget	Over budget by	Actual	Budget	Over budget by	
Income							
Program Revenue							
4030 Palafox Market Vendor	11,605.00	21,666.67	-10,061.67	108,368.61	108,333.31	35.30	260,000.00
4031 Palafox Market Vendor South	90.00		90.00	90.00		90.00	
<b>Total for Program Revenue</b>	<b>11,695.00</b>	<b>21,666.67</b>	<b>-9,971.67</b>	<b>\$108,458.61</b>	<b>\$108,333.31</b>	<b>\$125.30</b>	<b>\$260,000.00</b>
<b>Total for Income</b>	<b>11,695.00</b>	<b>21,666.67</b>	<b>-9,971.67</b>	<b>108,458.61</b>	<b>108,333.31</b>	<b>125.30</b>	<b>260,000.00</b>
Expenses							
6000 Palafox Market	152.15	1,427.08	-1,274.93	4,492.74	7,135.40	-2,642.66	17,124.95
6001 Palafox Market Project Mgmt	1,740.00	6,990.80	-5,250.80	32,102.18	38,449.43	-6,347.25	90,880.45
6003 Permits / Street Closure				1,000.00	1,104.19	-104.19	2,650.00
6004 Portable Toilet Rental	1,592.00	375.00	1,217.00	8,716.65	1,875.00	6,841.65	4,500.00
6007 Marketing	3,167.00	3,166.67	0.33	16,026.25	15,833.31	192.94	38,000.00
6012 Market Security	2,000.00	3,666.67	-1,666.67	14,400.00	18,333.31	-3,933.31	44,000.00
6013 Palafox Market Event		220.83	-220.83	700.00		700.00	
6018 Market Cleaning Labor		0.00	0.00	7,354.42	18,397.75	-11,043.33	44,154.60
6005 Market Anniversary Celebration		20.83	-20.83		0.00	0.00	1,500.00
6006 Farm Visit- Mileage Reimburseme		158.33	-158.33		104.19	-104.19	250.00
6011 Market App Program Fee		41.67	-41.67		791.69	-791.69	1,900.00
6016 Travel, Entertainment & Educati		378.33	-378.33		208.31	-208.31	500.00
6017 P. M. Holiday Market (Perm/Cop)		3,679.55	-3,679.55		1,891.69	-1,891.69	4,540.00
<b>Total for 6000 Palafox Market</b>	<b>8,651.15</b>	<b>20,125.76</b>	<b>-11,474.61</b>	<b>\$84,792.24</b>	<b>\$104,124.27</b>	<b>-\$19,332.03</b>	<b>250,000.00</b>
<b>Total for Expenses</b>	<b>8,651.15</b>	<b>20,125.76</b>	<b>-11,474.61</b>	<b>84,792.24</b>	<b>104,124.27</b>	<b>-19,332.03</b>	<b>#REF!</b>
<b>Net Income</b>	<b>3,043.85</b>	<b>1,540.91</b>	<b>1,502.94</b>	<b>23,666.37</b>	<b>4,209.04</b>	<b>19,457.33</b>	<b>#REF!</b>

Accrual Basis Saturday, March 14, 2026 03:36 PM GMT-05:00

# Downtown Improvement Board - Balance Sheet

Downtown Improvement Board  
As of February 28, 2026

Distribution account	Total
<b>Assets</b>	
Current Assets	
Bank Accounts	
101 Cash - Synovus- 0237 Operating	19,611.87
103 Synovus - Money Market	447,269.40
<b>Total for Bank Accounts</b>	<b>\$466,881.27</b>
Accounts Receivable	
140 Accounts Receivable	6,770.45
<b>Total for Accounts Receivable</b>	<b>\$6,770.45</b>
Other Current Assets	
140.5 Due from Friends of Downtown	30,225.06
162 City of P-Clean Up Deposit/Perm	1,000.00
164 Prepaid Insurance	11,944.00
QuickBooks Tax Holding Account	901.25
<b>Total for Other Current Assets</b>	<b>\$44,070.31</b>
<b>Total for Current Assets</b>	<b>\$517,722.03</b>
Fixed Assets	
240 Equipment	171,690.91
260 Furniture & Fixtures	6,982.81
275 Website Capitalized	10,850.00
300 Less Accumulated Depreciation	-172,442.37
Puppy Pit Stop Project	72,745.00
<b>Total for Fixed Assets</b>	<b>\$89,826.35</b>
<b>Total for Assets</b>	<b>\$607,548.38</b>
<b>Liabilities and Equity</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
450 Accounts Payable	3,756.74
<b>Total for Accounts Payable</b>	<b>\$3,756.74</b>
Other Current Liabilities	
452 Compensated Absences	5,938.18
471 Payroll Liabilities	\$0.00
472 ED 403B	4,150.81
473 Federal Taxes (941/943/944)	901.25
474 Medicare	196.75

# Downtown Improvement Board - Balance Sheet

Downtown Improvement Board  
As of February 28, 2026

Distribution account	Total
<b>Total for 471 Payroll Liabilities</b>	<b>\$5,248.81</b>
<b>Total for Other Current Liabilities</b>	<b>\$11,186.99</b>
<b>Total for Current Liabilities</b>	<b>\$14,943.73</b>
<b>Total for Liabilities</b>	<b>\$14,943.73</b>
Equity	
587 Fund Balance	-\$205,017.00
302-001 Audit Reclass	296,776.98
<b>Total for 587 Fund Balance</b>	<b>\$91,759.98</b>
32000 Unrestricted Net Assets	107,262.71
Net Income	393,581.96
<b>Total for Equity</b>	<b>\$592,604.65</b>
<b>Total for Liabilities and Equity</b>	<b>\$607,548.38</b>

# Marketing Highlights February 2026



## FEBRUARY DELIVERABLES



### GRAPHIC DESIGN+PRODUCTION

- Explorers Guide Production
- IN Weekly ¼ pg. Ad
- Easter Market Graphics
- Free Trolley Public Relations and Promotion
- On-Site Photography (Pawdi-Gras, Second Line Tuesdays, Gallery Night, Pensacon)
- Weekly Roundup Graphics
- Wine Madness Materials
- Umbrella Alley Production
- TDC Grant Workshop
- Merchant Gift Card E-Blasts and How-To Guide
- “All I Want” Program Branding
- “All I Want” Coasters, Retail Inserts, A-Frames
- “All I Want” Press Release



### SOCIAL MEDIA

- Instagram and Facebook account management
- Daily monitoring and response
- Instagram Stories promoting merchants
- Respond to Google Reviews
- Highlight Reels
- Palafox Market Vendor Group
- New Palafox Construction Reels
- Content Creation and Graphics



### DIGITAL PROJECTS

- Downtown Events on Website
- Downtown Merchant Deals
- Pensacola Deals
- News Articles: Tape B Concert; Shop Hop
- Downtown YouTube Channel
- Website SEO: Main Site and Merchant Listings
- Business Owner Set-Up and Support
- Digital Analytics
- Boosted Events: Tape B; Shop Hop
- Downtown Business Reels
- “All I Want” Website



### SPECIAL EVENTS PROMOTION

- Pensacon
- Palafox Market
- The New Palafox Construction
- All I Want--Construction Edition
- Spring Shop Hop
- Downtown Gift Cards
- Gallery Night
- Second Line Tuesdays
- Pawdi Gras
- Mardi Gras Market
- Palafox Market Easter edition
- Tape B Concert
- Downtown Gift Cards
- Foo Foo 2026 Planning

## WEBSITE SEARCHES

2.8K

Clicks to Website

97.4K

Impressions on Google

2.9K

Top Performing Page:  
Palafox Market



@downtownpensacola



**101.3K** TOTAL FACEBOOK FOLLOWERS

**50.8K** TOTAL INSTAGRAM FOLLOWERS

**692** NEW FACEBOOK FOLLOWERS

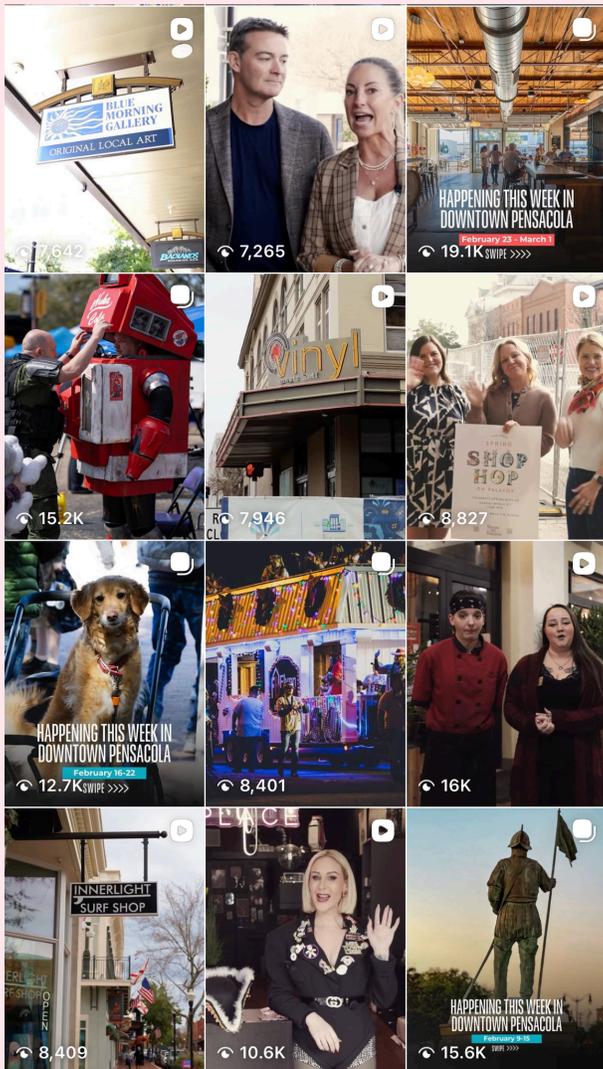
**683** NEW INSTAGRAM FOLLOWERS

**211K** TOTAL INSTAGRAM VIEWS

**644K** TOTAL FACEBOOK VIEWS

**119K** INSTAGRAM REACH (DAILY)

**1.12M** FACEBOOK REACH (DAILY)



## PALAFox MARKET INSTAGRAM

Follow @palafoxmarket

**61K** Views

**1,689** Interactions

**10** Posts

**151** Stories

**14.2K** Followers

**349** New Followers



## PALAFox MARKET PROJECT LIST

- 2026 MARDI GRAS MARKET PRODUCTION
- INSTAGRAM ACCOUNT MONITORING, CONTENT, ENGAGEMENT, RESPONSE
- MARKET PHOTOGRAPHY SOUTH & NORTH
- VIDEO REELS (6)
- 10 POSTS
- 151 SOCIAL STORIES
- GOOGLE REVIEWS / RESPONSE
- VENDOR FB GROUP SUPPORT
- PALAFox MARKET FORMS COPYRIGHT
- VIDEO PRODUCTION SOUTH + NORTH MARKETS
- PALAFox MARKET VENDOR RESEARCH
- EASTER MARKET EVENT PRODUCTION
- FREE TROLLEY / FREE PARKING PROMOTION
- CONSTRUCTION INFORMATION
- EASTER MARKET FACEBOOK EVENT
- SOCIAL GRAPHICS PRODUCTION
- SECOND LINE COORD. + PROMOTION



# VENDOR HANDBOOK



## HOW TO APPLY

Any potential new vendor looking to apply for Palafox Market must visit our website at [www.downtownpensacola.com](http://www.downtownpensacola.com) and click the vendor info tab to locate our application.

- Each new market application requires a \$35 application processing fee. All returning vendors must pay a \$25 renewal fee.
- Submitting an application does not guarantee approval or participation.

- 

When a qualified vendor applies, they may be waitlisted due to an oversaturation of a product category at the time they apply.

- Each Market Season runs from April-March. Applications will close at the beginning of **February** and will open again in April to prepare for the new market season.
- Obtaining the proper licenses or permits and obeying any regulations of the Florida Department of Agriculture or other regulatory agencies is the sole responsibility of the vendor.
- Farmers must secure a Growers Permit from the proper county extension office and have the same properly notarized, whether selling on a daily, monthly, or annual basis.
  - Vendors selling Prepared Foods must comply with all Florida Cottage Industry statutes, regulations, rules and requirements or secure a food permit from the Florida Department of Agriculture (850-245-5520)
  - Vendors selling eggs, cheese, milk and meats are responsible for all licenses and permits necessary to process and sell their products. Please call, the Division of Food Safety at the Florida Department of Agriculture (850-2455520) and the Escambia County Health Department (850-595-6500) for regulations and guidelines
- Collection and filing of any applicable taxes and payment to the appropriate taxing authority is the sole responsibility of the Vendor.
- Every Vendor in the Palafox Market must comply with applicable federal, state, and local laws, ordinances, and regulations.

## NEXT STEP FOR VENDOR APPLICATIONS

- **Once your application is submitted**, please allow up to 6 weeks for us to process your application.
- **Your application will be reviewed** to ensure it has all of the proper information, pictures, and licenses.

- 

**Once your application submission is complete**, you will receive an email with next steps. This email will notify you if your application has been either approved, waitlisted, or declined.

- **If approved**, you will receive an email to register your profile.

## VENDOR SELECTION

We do not book vendors on a first come first serve basis, but instead focus on varied product availability. This ensures that each market is balanced properly for vendor sales and overall success. We allocate a certain amount of spaces for each product category in each of the markets we operate

Each market location has a finite amount of space available. When the spaces fill up, we work to create a waitlist of vendors who can join the market when space becomes available.

All applications shall be submitted to the Market Manager for review. Applicants must submit samples of products to determine quality of representative examples. Any additional items a vendor wishes to sell that were not originally listed on the original or returning vendor application will be required to be juried before the vendor is allowed to sell the item at Palafox Market.

### North Market Waitlist Policy

Due to limited space and high demand, Palafox Market maintains a formal waitlist for vendors seeking placement at the North Market.

#### Eligibility

Only vendors actively participating in the South Market are eligible.

Vendors are automatically placed on the North Market waitlist upon approval and participation in the South Market.

Movement is based on availability and may take one year or longer depending on turnover.

#### Requirements to Remain on the Waitlist

To remain eligible and active on the North Market waitlist, vendors must:

- Be approved as either a Full-Time or Part-Time vendor in good standing
- Participate in the South Market consistently, defined as:
  - minimum of 6 market dates per quarter
- Maintain compliance with all market rules, including:

- 
- On-time arrival and setup
- No early breakdowns
- Timely payment of all fees and fines

### **Inactivity and Removal**

Vendors missing two consecutive quarters will be removed.

Reinstatement requires requalification through consistent participation.

Placement may be adjusted based on reliability, product balance, and operational needs.

### **Vendor Categories:**

- Farmers/Growers: locally farmed produce, plants, farm raised meats, eggs, and dairy.
- Prepared Food: locally produced jams, dips, nut butters, granola, spreads, spices, sauces, pickled products, baked goods, and breads.
  - Cottage Food vendors are responsible for following all state guidelines and maintain proper labeling based on cottage food standards.
  - All food and beverage vendors are responsible for maintaining the proper licenses or permits and obeying any regulations of the Florida Department of Agriculture or other regulatory agencies.
- Artisan Vendors: handmade pottery, glass, art, photography, knitted items, clothing, jewelry, and accessories.

Bath & Body Products: cosmetics, soaps, lotions, shaving cream, candles, lip balms and deodorant.

- Non-profit & Community Outreach: Community organizations and local non-profit businesses can apply for market and event participation to connect their outreach and provide information on their efforts to improve or enhance our local communities.

### **Vendor Participation Categories/Definitions**

To ensure consistency, planning accuracy, and fairness to all vendors, participation levels are defined as follows:

- 
- **Full Time Vendors:** A Full-Time Vendor is committed to participating in the majority of scheduled market dates within a quarter. Full-Time Vendors receive priority consideration for booth placement, special events, and renewal opportunities.
  - Must attend at least 75–85% of scheduled market dates per quarter
  - May miss no more than 4 market dates per quarter (excluding pre-approved emergencies)
  
- **Part Time Vendors:** A Part-Time Vendor participates on a recurring but limited schedule.
  - Typically attends biweekly markets
  - Attends around 50% of scheduled dates per quarter
  
- **Occasional Vendors:** An Occasional Vendor participates infrequently and on a non-recurring basis.
  - Typically attends once per month or fewer
  - Books dates individually based on availability

## Market Quarters

For the purpose of attendance tracking and vendor classification, the Market operates on the following quarterly schedule:

- Quarter 1: April – June
- Quarter 2: July – September
- Quarter 3: October – December
- Quarter 4: January – March

Vendor attendance and participation levels are evaluated within each individual quarter.

## Restricted Products

We do not accept the following vendor categories: direct sales, multi-level marketing, wholesale distributors or franchises.

•

Items to be sold on the market by an Artisan may not include kits, cut bottles, unfinished work, bread dough sculptures, tie dyed garments, ball caps, plastic items, acrylic items, or mass manufactured items..

An Artisan's craftsmanship should be reflective of the Artisan's considerable skill, time and effort to produce a high quality, finished product. Each item should be original and unique, but may be assembled from patterns created by the Artisan. Assembly of a copy- righted item is not allowed unless the Artisan is the holder of the copyright. Assembly from kits is not acceptable nor is it acceptable to add to or improve pre-manufactured items. The design of the item should reflect shape, form, color, and texture. The materials should be of high quality, at least 80% of which should be from natural or collected materials. Of the total value of the item, at least 75% must be attributable to the Artisan's handiwork.

No live animals are allowed to be offered for sale or sold at the market under the provisions of these guidelines.

### **Handmade / Artisan Standards**

All products should show the Artisan's skill, time, and effort and be thoughtfully made as a high-quality, finished piece. Items must be original work created through the Artisan's own design or creative process. Because we value handcrafted products and want to preserve a strong handmade focus, we limit the number of vendors offering screen-printed apparel, drinkware, and similar printed products, and only accept a small percentage of vendors within this category at any given time.

### **Food Truck Restriction**

Palafox Market does **not permit food trucks.**

## **VENDOR FEE STRUCTURE**

- **Application Processing Fee:** \$35 for new vendors, \$25 for returning vendors.
- **Farmers/Growers:** \$20 per market
- **Artists/Beverage/Pre-prepared Food/other** \$30 per market
- **On-site Prepared Food:** \$40 per market

**Vendor fees are non-refundable**

If a product does not fall into one of these categories, it is at the discretion of the Executive Director or Market Manager to determine which payment category the vendor falls under.

Your market day fee is due by 5:00pm the WEDNESDAY prior to the Saturday you are scheduled to attend. You are also welcome to pay monthly. Payment may be mailed in or dropped off at 226 S. Palafox Place, Pensacola, FL 32502. You can also pay online at [DowntownPensacola.com](http://DowntownPensacola.com) under the “vendor” tab. Advance payments by check or money order will still be accepted at market without penalty. If you wish to submit payment online, you can do so by visiting [www.downtownpensacola.com](http://www.downtownpensacola.com) under the Palafox Market tab.

### **Fine Payment Requirement**

- All fines must be paid in full before a vendor may attend any future markets.
- Failure to resolve outstanding fines will result in automatic suspension from upcoming market dates until payment is received

## **PALAFIX MARKET VENDOR SPACE AGREEMENTS**

### **Vendor Display**

- All new vendors are required to use a 10x10 white tent. Tent stakes are not permitted. Food trucks are not permitted.
- Each vendor who participates must present their products professionally as we see each booth in the market as an outdoor storefront.
- Any sign that a Vendor wishes to use in his or her Palafox Market space must be approved by the Market Manager. The Market Manager has the sole discretion to disapprove any sign or signage considered by the Market Manager to be inappropriate or not in keeping with the Palafox Market image.
- All vendors must set up a minimum of two feet from the sidewalk. This includes any A-frames and signage. Vendors should be courteous of fellow vendors regarding setup to ensure that excessive lines, signage, etc. do not interfere with neighboring booth setups.

## **Electricity and Water Service at Palafox Market**

- Electricity is not guaranteed at any market we operate. If it is available, it is limited and is given to food and beverage vendors first and foremost.
- Power to vendors is available on a limited basis with standard single phase 3prong duplex 20-amp receptacles.
- Any needed repairs, hazardous conditions, or problems rendering the Palafox Market space unusable for the purpose for which it was designed shall be immediately reported in writing to the Market Manager or the Downtown Improvement Board.
- The Downtown Improvement Board shall not be responsible for maintaining or approving the use of electrical equipment, nor shall the Downtown Improvement Board be liable for any damage or injury caused by vendor's use of electrical equipment.

## **Market Vendor Logistics and Placement**

- The Market Vendor Agreement containing guidelines for set-up are sent upon approval. The Vendor Agreement must be signed and submitted to the Market Manager prior to a vendor's first market date.
- The vendor map and space assignments are finalized Fridays at noon. The map and vendor assignments can be found on the Palafox Market website.
- Vendor assignments are based on the layout of the market and space availability. The space number assigned to you on your first market may change to fit the needs of the market and/or your requirements.
- It's our goal to assign each vendor a space that is consistent so that you can build a customer base at the market, however, there is not a promise or guarantee that the space assigned to you is permanent. Vendors do not own or permanently retain any booth space. Consistent placement is a courtesy based on regular participation and is not guaranteed. Consistent placement is contingent upon; ongoing full-time participation, compliance with all market rules, and continued operational feasibility.

- Vendors who take extended time off, reduce participation, or fail to meet attendance requirements may forfeit a full-time space. Upon return, vendors will be assigned a booth location based on current availability, not prior placement. Previous full-time status does not guarantee reinstatement to a former spot after an absence.
- Refusal to relocate at Market Managers request may result in suspension with loss of that dates Palafox Market payment and could result in termination or non-renewal of Market license.
- Booth assignments may change at any time due to market layout needs, weather, attendance levels, category balance, or operational considerations.
- The Market Manager, or his/her designee, will be at the Pensacola Market no later than 8:00 A.M. Saturday for vendor check in. Vendors must leave written notice via email with the Market Manager by emailing palafloxmarket@downtownpensacola.com by 4:00 pm before the Wednesday upcoming Palafox Market day if such Vendor will not occupy its space(s) for that Saturday
- Failure to notify the Market Manager as required above shall result in the forfeiture of the fee for that Saturday.

• **ABSENCE FROM MARKET WITHOUT ANY NOTIFICATION OR “no shows”**

**will result in a fine.** More than two “day of” cancellations may also result in a double fees penalty and termination of the license for the space. The Market Manager shall have the authority to terminate the license of any vendor who continually cancels or makes a habit of not showing up for their scheduled market dates.

- If a Vendor has a specific currently assigned space(s), then that Vendor must occupy such space(s) by 8:00 A.M. If a Vendor has not occupied his/her space by the above time, such space is forfeited and may be assigned to another Vendor. Vendors arriving after 8:30 AM will be subject to a late arrival fee. Vendors arriving after 8:30 AM without notification will receive a written warning. Repeated late arrivals may result in additional fines and/or suspension from future markets.

- Vendor spaces may only be used by the approved applicants. Transferring by any instrument or allowing the assigned space to be used by any other person, including a family member, in the absence of the person to whom the space is issued, without the Market Manager's written permission, may be grounds for immediate termination of the license for the space.
- Vendors shall be responsible for the actions of employees, agents, or other persons working for, or with, the Vendor.
- The Pensacola Downtown Improvement Board, the Advisory Committee, its Executive Director, its Market Manager or designee reserve the right to refuse to offer or renew a licensed space to any Vendor, or to relocate or revoke any space for a Palafox Market space previously issued, when it is considered to be in the best interests of the Palafox Market and/or in the interest of public health and safety. The Pensacola Downtown Improvement Board, the Advisory Committee, its Executive Director, its Market Manager or designee further reserve the right to revoke at any time or not renew any licensed or space without cause. If the Vendor's license is revoked, or not renewed, the Vendor is entitled to receive a written notice of such action at least 5 business days prior to the effective date of such action unless such termination or non-renewal is for cause or for an emergency. The following shall be grounds for immediate cancellation of any license for cause, without prior notification: (a) failure to meet the terms of the agreement; (b) failure to comply with the guidelines of this Palafox Market Handbook.

### **Vendor Product Changes and Additions**

- Vendors are only permitted to sell items that were approved with their application.
- Vendors are not permitted to add additional products to their booth display without written approval from the Market Manager or the Executive Director.

### **Parking**

- After unloading, all vendors must move their vehicles at least one block away from the Palafox Market (A Fee is required by the City of Pensacola for the North Palafox Parking

lot as well as street parking). Failure to comply with the Palafox Market parking requirements after two written warnings is grounds for non-renewal of a Palafox Market license.

- A Vendor may request permission from the Market Manager to exceed the restrictions on parking contained herein only for special occasions or to accommodate large amounts of heavy Produce, having a handicapped placard or in the event of a temporary injury the Market Manager provides a temporary permit. The request must be made in writing and it must state the reason for the request and the date for which a curbside parking space is needed.

## HOURS OF OPERATION

The Palafox Market will open each Saturday from 9:00 A.M. until 2:00 P.M. rain or shine, year-round. The Market Manager, with the consent of the Executive Director of the Downtown Improvement Board, may curtail and/or modify such days and/or hours of operation for special events or for other reasons such as lack of activity during inclement weather.

- Farmers who substantially sell out of Produce and Prepared Goods can begin to pack up at 1:00 and leave the Palafox Market.

Should a later opening time be required for a Vendor, the Vendor shall notify the Market Manager by phone at the Downtown Improvement Board (850-380-8196) as far in advance as possible of the Market opening time. Vendors are prohibited from selling at the Market outside of market hours, unless granted a separate special event permit by the Pensacola Downtown Improvement Board, its Executive Director, its Market Manager or designee.

Vendors shall be in the vendor space assigned to them no later than 8:00 A.M. Vendor Booths must be open and ready to sell when the Palafox Market opens and shall remain open until the Palafox Market closes with exception, Farmers may close no earlier than 1:00 PM ONLY if the Farmer has sold out of Produce and Prepared Goods. Failure by Vendor to be open to sell by 9:00 A.M. or to notify the Market Manager of the need for a later opening time, may result in the release of Vendor's space to another entity for that day and future markets dates and the loss of that Palafox Market payment.

- There is a \$10 fee for any vendors that arrive late after 8:30 AM and a \$10 fee for early pack up prior to the close of the market at 2 PM without prior written consent from the Market Manager, the Executive Director, or designee.

Vendors are required to remain fully setup until the official market closing time at 2 PM. Early breakdowns are not permitted without prior approval from market management. Early

breakdown without approval will result in a written warning for the first offense. Repeated early breakdowns will result in fines and potential suspension from future market dates.

## **OUR WEATHER POLICY**

The Palafox Market operates every Saturday on a rain or shine basis. All vendors need to make the best decision for their business. If you decide not to participate, advise the Market Manager of your decision immediately so the map can be adjusted.

The market will continue to operate in light rain or even have a delayed opening due to weather conditions. We will continue to operate unless the weather conditions become a dangerous situation to continue with the market.

In the event of weather, vendors should prepare their booth setup and pack accordingly with tent weights, sidewalls, and plastic covers to protect products.

If hazardous weather conditions such as a hurricane, tropical storm, flooding, tornadoes, and/or severe thunderstorms with wind are predicted prior to a market date and don't appear to be changing prior to opening. The Downtown Improvement Board is eligible to issue a market closure for that day. The decision to close the market will be made by 1 PM on the Friday prior to market. Hazardous conditions are not conducive for an event to set up and are considered a liability to the market location, the vendors, and customers of Palafox Market. If a closure is issued by the Downtown Improvement Board, vendors will receive a credit for their next market date.

## **HEALTH, SANITATION, AND SAFETY**

Vendors are responsible to see that their areas are left clean and orderly when they leave the Palafox Market for the day. Failure to comply with this section may result in the imposition of the actual cost of any cleanup or a \$50 fine whichever is greater, to be collected by the Market Manager

Vendors are responsible for the collection and proper disposal of all refuse, grease, and trash generated from their spaces.

The Downtown Improvement Board is not responsible for damage to or loss of any personal or other items in any of the assigned spaces

Children less than 14 years of age brought to the Palafox Market by Vendors must be kept within the Vendor's Market space and be under the supervision of a designated adult.

All vendors must be 18 years of age or older

Vendors will not leave their booth unattended for extended periods of time.

Vendors and their representatives agree to protect and hold the Downtown Improvement Board and the Community Redevelopment Agency of the City of Pensacola, their employees, agents, and representatives harmless and to indemnify such entities from any and all claims, demands, suits, actions, judgments, and recoveries, for or on account of any damage, theft, or injury (including death) to property or person occurring as a result of Vendor's use of Market space for which Vendor has been approved, including loss or injury resulting to Vendor from any cause whatsoever, including but not limited to electrical or equipment failure.

## **VENDORS NON-COMPLIANCE POLICY**

The Palafox Market promotes a family friendly atmosphere. Vendors shall always conduct themselves in a courteous and professional manner. Proper dress is required of all Vendors. Rude, abusive, or other disruptive or offensive conduct is not permitted. Profanity or otherwise offensive language, including gestures, is prohibited. After one written warning from the Palafox Market Manager, continued nonpermitted behavior will result in the Vendor being suspended for 2 market dates. A second written warning will result in termination of a Palafox Market license.

No Vendor shall agitate, badger or otherwise interfere with other Vendors. Any Vendor with a complaint or with something negative to say concerning another Vendor will speak directly to the Market Manager or another duly appointed representative of the Market to fill out a formal vendor complaint form and refrain from gossiping with other Vendors or Market customers. Malicious gossip among Vendors and/or negative statements made to Market customers about other Vendors is harmful to the Market as a whole and a poor reflection on the sense of community and the positive atmosphere people anticipate and enjoy as patrons visiting the Market.

No person shall make a public outcry, engage in "hawking," or play any musical instrument (except for Vendors who are demonstrating a musical item that they have crafted or who have been approved in advance by the Pensacola Downtown Improvement Board, the Advisory Committee, its Executive Director, its Market Manager or designee for such musical performance), or give other entertainment while selling on the Market, whether for personal pleasure or for public enjoyment.

Musical instruments can be played provided they are approved prior to the 8:00 AM start time of the Market ahead of time by the Market Manager and it is understood that if any Vendor in the near vicinity asks the music be softer or moved the musician will comply. Amplified sound is not permissible at/during the Palafox Market without prior approval by Market Management.

When posting online, Palafox Market values social media platforms to promote local events and the vendors who participate. We encourage our vendors to have fun, connect with the community, and post with integrity and professionalism.

Vendors who violate any of the regulations contained in this Market Handbook will be given a written warning. A second violation for the same, or for a different violation, will result in a second written warning and termination of the Palafox Market license.

**THANK YOU FOR YOUR INTEREST IN PALAFOX MARKET!**

**Marketwurks.com**

**7, 4815 Glacier Lane**

**Whistler, B.C.**

**Canada**

**V8E 0Z9**

**Charges and Adjustments**

16 Feb 2026	Market Fees: "2026 United States MarketWurks" (1 day at \$0.00 per day)	\$0.00
	1 Nov 2025	
16 Feb 2026	Addon: "1 Market Location " for market "2026 United States MarketWurks" (1 day at \$1,500.00 per day)	\$1,500.00
	1 Nov 2025	
16 Feb 2026	Addon: "I have an Emerging Market Location (Pricing to be confirmed with consultation)" for market "2026 United States MarketWurks" (1 day at \$750.00 per day)	\$750.00
	1 Nov 2025	
<b>Subtotal</b>		<b>\$2,250.00</b>
<b>Taxes</b>		<b>\$0.00</b>
<b>Invoiced Total</b>		<b>\$2,250.00</b>
<b>Amount Paid</b>		<b>-\$0.00</b>
<b>Remaining Balance</b>		<b>\$2,250.00</b>

**Payment Options**

**This invoice its due upon receipt.**

**Invoices subject to a \$50 or 5% (whichever is greater) late fee after 30 days**

**Please help us spend more time supporting you and less time with receivables.**

**For our US Clients**

If you have an outstanding invoice with us we are able to provide new ACH payment information. This is actually a preferred payment method as it has no cost us vs the credit card payments.

Please use the following information to make ACH payments for any outstanding invoices.

Bank Name: CIBC Bank USA

Bank Address: 120 South LaSalle Street Chicago, IL 60603

ABA: 071006486

favor of ( F/U ): Marketwurks Management Inc

Account ("A/C"): 2033526

**Canadian Clients**

may still use E Transfer to [chris@marketwurks.com](mailto:chris@marketwurks.com)

or send a cheque to

Marketwurks Management Inc

7, 4815 Glacier Lane

Whistler, B.C.

V8E 0Z9

Back

# RECONCILIATION AND BILLING ADJUSTMENT AGREEMENT

Effective Date: April 1, 2026

## RECITALS

---

This Reconciliation and Billing Adjustment Agreement (this "Agreement") is entered into as of April 1, 2026, by and between: **The Pensacola Downtown Improvement Board**, a public body established under Florida law ("DIB"); and **Spotless Logistics Commercial Cleaning Services**, a commercial cleaning contractor ("Spotless").

DIB and Spotless are each a "Party" and collectively the "Parties."

**WHEREAS**, the Parties are parties to an existing service agreement pursuant to which Spotless provides commercial cleaning and related services to DIB (the "Service Agreement");

**WHEREAS**, following a mutual review of invoices and staffing records for the period January 1, 2025, through December 31, 2025 (the "Review Period"), the Parties have determined that billing issued by Spotless during the Review Period exceeded the level of services actually provided under the Service Agreement;

**WHEREAS**, the Parties desire to resolve this billing discrepancy amicably and in good faith, without litigation and without any admission of wrongdoing by either Party; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. ACKNOWLEDGMENT OF BILLING VARIANCE

---

The Parties mutually acknowledge and agree that, following their joint review of invoices and staffing records for the Review Period, billing issued by Spotless exceeded the level of services provided under the Service Agreement. The Parties agree that the net billing variance for the Review Period totals \$108,653.68 (the "Reconciliation Amount"), which constitutes a credit owed by Spotless to DIB. Neither Party's agreement to this figure shall constitute an admission of intentional misconduct, fraud, or bad faith.

### 2. REPAYMENT METHOD

---

Beginning April 1, 2026, and continuing through the repayment period described in Section 3, the Parties agree to the following invoice adjustment mechanism:

- (a) DIB shall pay eighty-three percent (83%) of each invoice submitted by Spotless upon receipt and approval in accordance with the Service Agreement.
- (b) The remaining seventeen percent (17%) of each invoice shall be withheld by DIB and applied as a credit toward reduction of the Reconciliation Amount, until the Reconciliation Amount has been fully satisfied.
- (c) Once the Reconciliation Amount has been fully satisfied, DIB shall resume payment of one hundred percent (100%) of each invoice submitted by Spotless, and this invoice adjustment mechanism shall terminate automatically.

### **3. REPAYMENT TERM**

---

The Reconciliation Amount of \$108,653.68 shall be fully repaid through invoice credits no later than March 31, 2029 (the "Repayment Term"), with the repayment period commencing April 1, 2026. If the cumulative 17% credits have not fully satisfied the Reconciliation Amount by March 31, 2029, any remaining balance shall become immediately due and payable by Spotless to DIB within thirty (30) calendar days following written notice from DIB.

### **4. CREDIT ACCOUNTING AND RECONCILIATION STATEMENTS**

---

To ensure transparency and mutual accountability, Spotless shall provide DIB with a written credit accounting statement on a quarterly basis (each, a "Quarterly Statement"), reflecting:

- (a) the original Reconciliation Amount (\$108,653.68);
- (b) the cumulative credits applied during the preceding quarter;
- (c) the total cumulative credits applied to date; and
- (d) the remaining outstanding Reconciliation Amount balance.

DIB shall have the right to review and dispute any Quarterly Statement within thirty (30) calendar days of receipt. In the event of a dispute, the Parties shall cooperate in good faith to resolve the discrepancy promptly. DIB shall also retain the right, upon reasonable advance notice, to inspect invoicing records and staffing logs maintained by Spotless that are reasonably related to the repayment calculation.

### **5. EARLY REPAYMENT**

---

Spotless may, at its election and at any time, repay all or any portion of the remaining Reconciliation Amount balance by lump-sum payment to DIB in lieu of future invoice credits. Any such lump-sum payment shall be applied to reduce the outstanding Reconciliation Amount balance, and the 17% invoice credit mechanism described in Section 2 shall be adjusted accordingly. DIB shall provide written confirmation of any lump-sum payment received within fifteen (15) calendar days.

### **6. CONTINUATION OF SERVICES**

---

All other terms and conditions of the Service Agreement remain in full force and effect and are unchanged, except as expressly modified by this Agreement. This Agreement is supplemental to, and shall be read in conjunction with, the Service Agreement. In the event of any conflict between this Agreement and the Service Agreement solely with respect to the invoice adjustment mechanism described herein, this Agreement shall control.

### **7. EFFECT OF TERMINATION OF SERVICE AGREEMENT**

---

In the event the Service Agreement is terminated by either Party prior to the full satisfaction of the Reconciliation Amount for any reason, any outstanding unpaid balance of the Reconciliation Amount shall become immediately due and payable by Spotless to DIB within sixty (60) calendar days following the effective date of such termination. The Parties may negotiate alternative repayment arrangements at that time by mutual written agreement.

### **8. GOOD FAITH; NO ADMISSION**

---

This Agreement represents a good faith effort by the Parties to resolve a billing discrepancy identified through their mutual review. Nothing in this Agreement shall be construed as an admission of wrongdoing, liability, negligence, or misconduct by either Party.

**9. GOVERNING LAW; VENUE**

---

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Any dispute arising under or related to this Agreement that cannot be resolved by the Parties in good faith shall be subject to the exclusive jurisdiction of the courts of Escambia County, Florida.

**10. ENTIRE AGREEMENT; AMENDMENTS**

---

This Agreement, together with the Service Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and representations relating to the billing reconciliation described herein. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

**11. NOTICES**

---

All notices, requests, or other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered by hand, sent by nationally recognized overnight courier, or sent by email with confirmation of receipt, addressed to the respective Party at the contact information on file under the Service Agreement, or to such other address as a Party may designate by written notice to the other.

**12. COUNTERPARTS; ELECTRONIC SIGNATURES**

---

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures and signatures transmitted by PDF shall be deemed valid and binding to the same extent as original ink signatures.

*The Parties execute this Agreement with an Effective Date of April 1, 2026.*

**PENSACOLA DOWNTOWN IMPROVEMENT BOARD**

**SPOTLESS LOGISTICS COMMERCIAL CLEANING SERVICES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## LANDSCAPE ARCHITECTURE PROPOSAL

**Date:** March 16, 2026

**To:** Mr. Walker Wilson

**Re:** Landscape Architecture – Plaza Ferdinand VII

**Introduction:** Owner intends to, on a portion of certain real property sited: **300 S Palafox St, Pensacola, FL 32502**, hereinafter referred to as the “Property”), renovate the center monument feature of the site to potentially include: hardscape, pavers, landscape and irrigation (hereinafter referred to as the “Project”). The Owner wishes to engage Jerry Pate Design to provide landscape architecture services based upon the terms and conditions recited herein.

**THIS LANDSCAPE ARCHITECTURE WORK ORDER** is entered into the date of execution below by and between **Jerry Pate Design**, a Florida corporation, having its principle office at *301 Schubert Drive, Pensacola, FL 32504* (hereinafter referred to as “JPD”) and **Pensacola Downtown Improvements Board**, having its principle office at *226 S Palafox St #106, Pensacola, FL 32502* (hereinafter referred to as “Owner”).

### Landscape Architecture Services Shall Include the Following:

It shall be understood that the plans and documents provided by JPD are in no way intended to direct work outside the Owner’s property. The property boundaries and rights of way shall be delineated by a licensed surveyor prior to construction. JPD accepts no liability for work performed in the city, county, state, or federal rights of way. All plan drawings will be drawn up to, but not more than, 1” = 10’-0” as appropriate for the design conveyance in the landscape architecture industry. Insets of larger scale may be required for clarity. JPD will attend and participate in the required and pertinent project meetings with the design team and Owner’s representatives. This proposal is written with the understanding that the Owner shall provide JPD with an existing site survey and civil engineer site plan. This survey shall be in digital CAD format and shall include all curb lines, parking structures, dumpster locations, trees, landscape bed edges, irrigation, overhead utilities, rights of way, underground utilities, water meters, gas meters, and all other relevant information to provide an accurate site hardscape, landscape, and irrigation plan. Exhibit 1, attached herein, shall delineate the geographic boundary of scope for this contract.

#### - **Conceptual Site Plan Renderings and Image Boards**

- JPD shall provide, to scale, a conceptual plan view rendering of the design with representative imagery and material selections.
- JPD shall present and defend the concept to the Pensacola Architectural Review Board.

#### - **Construction Documents (CDs)**

- *The following will be delivered concurrently in a percentage-based fashion (90% and 100%) allowing the Owner to comment and provide approval prior to moving to the next phase of deliverable creation:*
- **Hardscape Paver Plan**
  - Plan view hardscape & paver design plan with quantified schedule of elements in square footage.
  - Site amenities desired by client could include: tables, chairs, litter receptacles, modular planters, bike racks, benches. Vertical structures, walls, shade structures or planter walls are not included with this proposal.
  - Hardscape, paver, concrete and amenity details and specifications shall be included.
  - Plan view insets of larger scale may be necessary to convey design and installation intent. Should they be utilized a scale of ½”=1’-0” shall be used.
- **Landscape Plan**
  - Plan view landscape with plant locations, species, quantities, and recommendations on size at the time of installation. General notes and construction details to define scope of installation.
  - Calculations for buffer trees, interior parking trees and landscape and any necessary protected tree mitigation shall be included unless provided by other design professionals on the project team.
- **Irrigation Plan**
  - JPD will provide irrigation plans to correspond with the Owner approved landscape planting plans. JPD will provide a connection point to the existing systems.



- Irrigation Plans & Details shall include new irrigation well details, specifications, material schedules, precipitation rate calculations, zone schedules, low voltage electrical schematic, 2-wire communication/conventional wiring schematic, precipitation application rates and recommended schedules of operation.
    - **Landscape and Irrigation Specifications and Details.**
  - **Construction Administration (CA)**
    - Construction administration is included with this proposal and will be billed hourly, not to exceed amount found in the Fee Summary matrix.
    - Construction administration shall include but not limited to on site inspections, resolve installation conflicts with existing utilities or infrastructure, bidding assistance and bidding verification.
    - Construction administration is highly recommended for quality control purposes and to ensure the project installation meets Owner intent, design intent and overall expectations.

*JPD's services shall be performed as expeditiously as is consistent with professional skill, care & the orderly progress of work.*

**Fee Summary**—Owner shall pay JPD for the execution of work the sum as noted below.

<b>Conceptual Site Plan Rendering</b>	100% Submittal	\$2,500
	<b>Sub-Total</b>	<b>\$2,500</b>
<b>Construction Documents</b>	90% Submittal	\$2,100
	100% Submittal	\$400
	<b>Sub-Total</b>	<b>\$2,500</b>
<b>Construction Administration</b>	<b>Offered Pro Bono</b>	<b>\$0</b>
	<b>Total</b>	<b>\$5,000</b>
Payment shall be paid upon completion of each submittal.		

**ADDITIONAL SERVICES:** For matters of clarification, the following are additions to the contract and are NOT part of the basic Agreement:

- Site inventory, mapping or surveying.
- Revising and redesigning previously approved drawings, or other documents to accomplish changes not initiated by JPD.
- Providing services of other consultants that may be required by project scope.
- Providing any other services not otherwise included above, such as post occupancy evaluation or construction administration.
- Structural Engineering, Civil Engineering, Electrical Engineering, Mechanical Engineering

**FEES FOR ADDITIONAL SERVICES:** Prior to the commencement of any additional services, JPD and Owner shall mutually agree in writing as to the type of services and amount of the fees and expenses to perform these services. In the event that Owner requests additional services and submits prior written approval to JPD and the parties do not otherwise agree on a fixed fee for such services, payment shall be due to JPD for all services rendered and shall be based on the following hourly billing amounts.

- a. Project Manager/VP           \$200 per hour
- b. Project Landscape Architect   \$180 per hour
- c. Landscape Designer II       \$140 per hour
- d. Landscape Designer I       \$110 per hour
- e. Admin Assistant               \$65 per hour

**INDEMNITY:** It is understood that all construction costs shall be the responsibility of Owner. It is also understood that JPD is neither the construction contractor nor a project engineer, electrical engineer, nor structural engineer. JPD shall not be responsible for any water control structures or pipes, or their design related to the project, except for the irrigation system, or any other structures or systems that require engineered or architecturally designed specifications regardless of whether or not such systems or other improvements are shown for location coordination on JPD drawings. JPD may rely on the work of other consultants engaged by the Owner for accuracy and completeness, specifically the Civil Engineer, the Electrical Engineer, the Structural Engineer and the Architect. The Owner and JPD shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses and /or counsel fees arising out of any claims, damages, personal injuries and/or property losses sustained by or alleged to have been sustained by any person or entity, to the extent such claims, damages, losses, litigation, expenses and/or counsel fees are caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement. Notwithstanding



the foregoing, JPD shall not be responsible for the means, methods, techniques, sequences, or procedures of construction, or the safety programs and precautions incident thereto. JPD shall not be responsible for the Contractor's work or failure to perform the work. JPD makes no representation or warranty regarding any other person retained by Owner. JPD shall have no responsibility or liability for any recommendation to Owner regarding the retention of any third party, the work performed by such third party, or the terms under which any third party is retained. Owner shall have the final decision and responsibility to satisfy itself as to the qualifications of such third party so hired and that the terms under which such third party is hired is in the best interests of Owner.

**INSURANCE:** JPD shall, at its own expense, carry Commercial General Liability with limits of \$1M each occurrence/\$2M aggregate, Professional Liability insurance with limits of \$1M each claim/\$1M aggregate, and worker's compensation. Should Owner desire additional coverage limits, additional fees will be required.

**REPRESENTATIVES:** JPD will initially deal with Walker Wilson, Executive Director of the Downtown Improvement Board. Owner shall have the right to change the above-mentioned representatives at any time by providing JPD with written notice of same.

**ASSIGNS:** This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided that neither this Agreement nor any rights hereunder may be either assigned directly or indirectly by either JPD or Owner without first receiving the prior written consent of the other party. Notwithstanding the foregoing, Owner agrees that JPD may assign its right to payment of its fees hereunder without the consent of Owner.

**NOTICE AND PAYMENTS:** All notices and other written communications between the parties and all payments to JPD shall be made at the address for the receiving party set forth hereto, or at such other address as either party may hereafter specify for itself, in writing, from time to time, to the other party. Written communications shall be deemed made or given to a party when received and signed for by the party, sent by United States mail, first class, postage receipt prepaid, return receipt requested, email or by other courier or delivery service and signed by parties.

As to Landscape Architect: **Jerry Pate Design, Inc**  
**Mr. Steve Dana, Sr. Landscape Architect, VP**  
301 Schubert Drive  
Pensacola, FL 32504  
(850) 479-4653

As to OWNER: **Pensacola Downtown Improvement Board**  
Attn: **Mr. Walker Wilson**  
226 S Palafox Street, Suite #106  
Pensacola, FL 32502  
(850) 434-5371

Or at such other addresses as either party may specify in writing to the other party.  
All past due balances over thirty (30) days will accrue a finance charge of one and one-half percent (1-1/2%) per month.

**MISCELLANEOUS:** This Agreement will be construed with and governed by the laws of the State of Florida. This Agreement along with any subsequent written amendments thereto constitute the entire agreement between the parties relating to the subject matter hereof. If any provision of the Agreement, or any portion of such provision, shall be determined by a Court of competent jurisdiction to be invalid or unenforceable, it is intended that same is severable so that such determination shall not be deemed to effect in any way other provision or any other portion of the same provision. If any legal action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees incurred in that action. This proposal and agreement shall be valid for 30 days from the date noted above unless otherwise agreed upon between JPD and the Owner.

As to JPD: **Mr. Steve Dana**  
Signature:   
Dated: 03-16-2025

As to Owner: **Mr. Walker Wilson**  
Signature: \_\_\_\_\_  
Dated: \_\_\_\_\_

**“Exhibit 1” – Project Property**

