



City of Pensacola

Agenda Conference

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

March 10, 2025, 3:30 PM

Hagler-Mason Conference Room, 2nd Floor

The meeting can be watched via live stream at cityofpensacola.com/video.

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. 25-30 ACQUISITION OF REAL PROPERTY - 1900 AND 1924 NORTH PALAFOX STREET (HOLLICE T WILLIAMS STORMWATER PARK PROJECT)

Recommendation: That City Council approve the purchase of real property located at 1900 and 1924 North Palafox Street (Parcel ID# 000S009010001113, 000S009010007113) from Lakeview Center Inc. for \$1,295,000 plus appropriate closing costs, as part of the Hollice T Williams Stormwater Park Project. Also, that City Council authorize the Mayor to take actions necessary to execute and administer the acquisition, consistent with the terms of the purchase agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *NOI Acquisition 1900 1924 N Palafox - Lakeview*

2. 25-226 AIRPORT - AWARD OF CONTRACT FOR RFQ #25-004 PROFESSIONAL CONSTRUCTION MANAGEMENT AT RISK SERVICES (CMAR) FOR THE TERMINAL BUILDING EXPANSION PROJECT AT PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council approve the selection of Archer Western Construction, LLC ("Archer Western") as the best and most qualified firm under City of Pensacola Request for Qualifications No. 25-004 for Professional Construction Management at Risk (CMAR) Services for the Terminal Building Expansion Project at Pensacola International Airport (the "RFQ") and authorize the Mayor to negotiate a contract between the City and Archer Western to provide such services. Further, that City Council authorize the Mayor to take the actions necessary to finalize, execute, and administer this contract and complete the work, consistent with the

bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Final Committee Ranking of Firms*
Tabulation of Qualifications
Final Vendor Reference List

3. 25-231 APPROVAL OF SWIMMING FACILITY MANAGEMENT AGREEMENT BETWEEN THE CITY OF PENSACOLA AND YOUNG MEN'S CHRISTIAN ASSOCIATION (YMCA) OF NORTHWEST FLORIDA, INC.

Recommendation: That City Council approve the Swimming Facility Management Agreement with Young Men's Christian Association (YMCA) of Northwest Florida, Inc., for the operation and management of the Cecil T. Hunter Swimming Facility and the Roger Scott Swimming Facility. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *YMCA Swimming Facility Management Agreement 2025-2027*
City of Pensacola Swimming Facility Management Agreement 2025 Draft_redlined changes from 2024
City of Pensacola Swimming Facility Management Agreement Draft 2025 changes from Original Agreement Posted On CivicClerk REVISED - YMCA Swimming Facility Management Agreement 2025-2027
YMCA Pool Agreement 2025 Changes Executive Summary

4. 25-282 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT JARED MOORE - DISTRICT 4

Recommendation: That City Council approve funding of \$1,000 to James B. Washington Education & Sports, Inc. from the City Council Discretionary Funds for District 4.

Sponsors: Jared Moore, Council President

Attachments: *None*

5. 25-254 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of \$500 to the Studer Community Institute, \$300 to the Center for Civic Engagement and \$500 to the Pace Center for Girls from the City Council Discretionary Funds for District 6.

Sponsors: Allison Patton, Council Vice President

Attachments: None

6. 25-277 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of \$500 to the Lamplighter Academic and Mentoring Program, Inc. and \$300 to Youths Left Behind from the City Council Discretionary Funds for District 7.

Sponsors: Delarian Wiggins, Council Member

Attachments: None

REVIEW OF REGULAR AGENDA ITEMS

7. 25-217 QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - RED FEATHER SUBDIVISION

Recommendation: That City Council conduct a quasi-judicial hearing on March 13, 2025 to consider approval of the Final Subdivision Plat - Red Feather Subdivision

Sponsors: DC Reeves, Mayor

Attachments: *Final Subdivision Plat_150 S. Baylen Street Red Feather
COMPLETE PACKET
Planning Board Minutes February 11 2025*

8. 25-139 APPROVAL OF DIRECTION '25: PENSACOLA PARKS REVITALIZATION PROJECT LIST

Recommendation: That City Council approve the Direction '25: Pensacola Parks Revitalization Project list and associated use of funds previously appropriated by City Council. Further, that City Council authorize the Mayor to transfer the appropriated funds within the Local Option Sales Tax Fund as indicated on the attached reallocation summary. Finally, that City Council authorize the Mayor to take the actions necessary to execute and administer related procurement actions and contracts for the projects delineated on this list consistent with the terms of the procurement actions and contracts and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Direction 25: Parks Revitalization Project List
Parks LOST IV Reallocation Summary for Direction 25 Projects*

9. 25-11 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-1 - FY 2025 NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-1.
A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER
30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-1*
Supplemental Budget Explanation No. 2025-1
Attachment A

CONSIDERATION OF ANY ADD-ON ITEMS

DISCUSSION ITEMS

READING OF ITEMS FOR COUNCIL AGENDA

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

If any person decides to appeal any decision made with respect to any matter considered at such meeting, he will need a record of the proceedings, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-30

Agenda Conference

3/10/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

ACQUISITION OF REAL PROPERTY - 1900 AND 1924 NORTH PALAFOX STREET
(HOLLICE T WILLIAMS STORMWATER PARK PROJECT)

RECOMMENDATION:

That City Council approve the purchase of real property located at 1900 and 1924 North Palafox Street (Parcel ID# 000S009010001113, 000S009010007113) from Lakeview Center Inc. for \$1,295,000 plus appropriate closing costs, as part of the Hollice T Williams Stormwater Park Project. Also, that City Council authorize the Mayor to take actions necessary to execute and administer the acquisition, consistent with the terms of the purchase agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts and Neighborhoods.

In 2023, the City was awarded over \$25 million in Community Development Block Grant - Disaster Recovery (CDBG-DR) infrastructure grant funds for the Hollice T. Williams Stormwater Park project. The project includes the expansion of the nearby Long Hollow Stormwater Pond. In February 2024, the City began making outreach to property owners and obtaining appraisals, which is the offer amount for this parcel. After establishing a solid timeline with the contractor engaged to design the project and determining a methodology with the granting agency for the acquisitions, property owners were sent an informational notice, or notice of interest, regarding their property, which is attached.

Florida Commerce, the state agency administering the grant funds, approved the City entering into agreements with willing sellers. The agreements are open-dated, modified versions of the standard purchase and sale agreements used in real property transactions. Per the terms of the grant, option agreements are utilized as the City must successfully complete a rigorous environmental review of the entire project area before Florida Commerce will agree to major expenditures on our project by issuing an authorization to utilize grant funds (AUGF) and

before any real property acquisitions can be finalized. The environmental review is expected to be completed by November 2025, per our contractor for design services, Geosyntec.

PRIOR ACTION:

N/A

FUNDING:

Budget: \$25,082,605.00 CDBG Hollice T. Williams Grant

Actual: \$25,082,605.00 CDBG Hollice T. Williams Grant

FINANCIAL IMPACT:

The acquisition is funded by CDBG grant.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. NOI Acquisition 1900 1924 N Palafox - Lakeview

PRESENTATION: No



FINANCIAL SERVICES

Lakeview Center Inc.
Attn: Jim Richardson
1221 W. Lakeview Avenue
Pensacola, Florida 32501

November 15, 2024

Dear Mr. Richardson,

The City of Pensacola is interested in acquiring property that your corporation owns at 1900 and 1924 N. Palafox Street for the Hollice T. Williams Stormwater Infrastructure Project, currently under design. This project will receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) program for infrastructure.

Based upon appraisals obtained in February 2024, of which you were previously emailed a copy, the City is prepared to offer \$1,295,000 for the purchase of these properties. After acknowledgement of acceptance, you will soon receive a purchase and sales agreement for your execution. Please contact us at your immediate convenience, if you would like to proceed with this transaction or with any issues regarding the agreement. The executed agreement is subject to approval by the City Council.

Please be advised that the City of Pensacola does not intend to acquire your property by eminent domain. In the event that we cannot reach an amicable agreement for the purchase of your property, the City will not pursue the proposed acquisition.

Also, please be advised that, in accordance with the Uniform Relocation and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance.

I look forward to hearing from you soon. If you have any questions about this notice or the proposed project, please contact me by email (destallworth@cityofpensacola.com), phone (850) 435-1834, or mail at the address in the footer below.

Sincerely,

Deana Stallworth, Property Lease Manager

cc: Amy Lovoy, City of Pensacola Finance Director



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-226

Agenda Conference

3/10/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT - AWARD OF CONTRACT FOR RFQ #25-004 PROFESSIONAL CONSTRUCTION MANAGEMENT AT RISK SERVICES (CMAR) FOR THE TERMINAL BUILDING EXPANSION PROJECT AT PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council approve the selection of Archer Western Construction, LLC ("Archer Western") as the best and most qualified firm under City of Pensacola Request for Qualifications No. 25-004 for Professional Construction Management at Risk (CMAR) Services for the Terminal Building Expansion Project at Pensacola International Airport (the "RFQ") and authorize the Mayor to negotiate a contract between the City and Archer Western to provide such services. Further, that City Council authorize the Mayor to take the actions necessary to finalize, execute, and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

On July 20, 2023, City Council awarded a contract to EXP U.S. Services, Inc. for professional engineering and architectural services related to the passenger terminal facility expansion at the Airport requested through RFQ No. 23-016. City staff determined that it was in the best interest of the Airport to move forward with a selection of a CMAR early in the design process to provide cost estimates and suggest design changes to optimize phasing, reduce operational impacts, and ensure the project stays within budget. The CMAR process includes pre-construction services whereby the CMAR works with design team and provides feedback related to constructability, project phasing, scheduling, and cost. Long-lead time items are also ordered during pre-construction to help shorten the construction timeline.

On October 25, 2024, City Purchasing issued Request for Qualifications No. 25-004, to select a construction manager firm to provide pre-construction and at-risk construction management

services for the Terminal Building Expansion Project at Pensacola International Airport. Bids were due December 10, 2024, and five (5) responses were received. On January 10, 2025, the top (4) firms were short listed for oral presentations. On January 30, 2025, four (4) firms provided oral presentations and final ranking of the firms were as follows:

1. Archer Western Construction, LLC
2. Brasfield & Gorrie, LLC
3. Hensel Phelps
4. Roy Anderson Corp

During contract negotiations, pre-construction cost will be agreed upon and once design is complete, the CMAR and the City will negotiate a Guaranteed Maximum Price (GMP) for constructing the project. Once the GMP has been established, the CMAR assumes the risk for the project schedule and budget. Total anticipated cost for the Terminal Building Expansion pre-construction, construction management services, and construction activities is estimated at \$100 million. This includes all costs and fees including permitting, commissioning, CEI services, construction contingencies, etc. This funding may vary significantly, depending on final design and available funding. On October 10, 2024, City Council approved Resolution No. 2024-72 establishing the intent to be reimbursed from proceeds of a future tax-exempt financing for the costs of the design and construction of the terminal expansion and renewal at the Airport in an amount not to exceed \$140 million. City staff is actively pursuing grant funding to help reduce the total future tax-exempt financing and should the City be successful in obtaining outside funding, a separate item will be brought before City Council to approve the grant award and appropriate additional funding.

PRIOR ACTION:

May 25, 2023 – City Council approved Resolution No. 2023-032 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved Supplemental Budget Resolution No. 2023-033 in the amount of \$2,000,000 for the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

July 20, 2023 – City Council awarded a contract to EXP U.S. Services, Inc. for professional engineering and architectural services related to passenger terminal facility expansion at the Airport requested through RFQ #23-016.

October 10, 2024 – City Council approved Resolution No. 2024-72 establishing the intent to

be reimbursed from proceeds of a future tax-exempt financing for the costs of the design and construction of the terminal expansion and renewal at the Airport in an amount not to exceed \$140 million.

February 13, 2025 – City Council approved Resolution No. 2025-4 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved Supplemental Budget Resolution No. 2025-5 in the amount of \$5,000,000 for the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved the selection of the underwriting syndicate for the Airport System Revenue Bonds, Series 2025 composed of Bank of America Securities, Inc. as the senior managing underwriter and PNC Capital Markets LLC and Raymond James & Associates as co-managing underwriters.

FUNDING:

Budget:	\$2,000,000	FDOT Grant 452606-1-SA801
	5,000,000	FDOT Grant 452606-1-SA801
	2,000,000	Airport Capital Funds
	<u>98,000,000</u>	Airport System Revenue Bonds, Series 2025
	<u>\$107,000,000</u>	TOTAL
Actual:	\$4,000,000	Terminal Expansion and Renewal Design PH I
	5,000,000	Terminal Expansion and Renewal Design PH II
	2,000,000	Construction Manager Cost (Estimate)
	1,000,000	Pre-construction Cost (Estimate)
	<u>95,000,000</u>	Construction Cost Including Contingency (Estimate)
	<u>\$107,000,000</u>	TOTAL

FINANCIAL IMPACT:

During contract negotiations, pre-construction cost will be agreed upon and once design is complete, the CMAR and the City will negotiate a Guaranteed Maximum Price (GMP) for constructing the project. Sufficient funding is available in the Airport's Capital Improvement Account to cover the pre-construction cost until such time the Airport System Revenue Bonds are issued and the City is able to reimburse itself for such cost with the bond proceeds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Final Committee Ranking of Firms
2. Tabulation of Qualifications
3. Final Vendor Reference List

PRESENTATION: No

RFQ NO. 25-004

**PROFESSIONAL CONSTRUCTION MANAGEMENT AT RISK SERVICES (CMAR) FOR THE
TERMINAL BUILDING EXPANISON PROJECT AT PENSACOLA INTERNATIONAL AIRPORT**

Selection Committee Meeting (01/30/2025)
Oral Presentation Evaluations

FIRMS <i>Raw Score</i>	Laura Amentler	Matt Coughlin	Erica Grancagnolo	Ken Ibold	Roy Remington	TOTAL SCORE	RANKING ORDER
Archer Western Construction, LLC	3	1	1	2	1	8	1
Brasfield & Gorrie, LLC	2	2	2	1	3	10	2
Hensel Phelps	1	3	3	3	2	12	3
Roy Anderson Corp	4	4	4	4	4	20	4

Motion: Matt Coughlin made a motion to award contract to the top-ranked firm, Archer-Western Construction.

Seconded: Laura Amentler

Vote: 5-0

TABULATION OF QUALIFICATIONS

RFQ NO: 25-004

**TITLE: PROFESSIONAL CONSTRUCTION MANAGEMENT AT RISK (CMAR)FOR THE TERMINAL BUILDING EXPANSION PROJECT AT
AT PENSACOLA INTERNATIONAL AIRPORT**

Submittals Due:

12/10/24, 2:30 P.M.

Department:

Airport

Archer Western Construction, LLC
Daniel P. Walsh, President
929 West Adams Street
Chicago, IL 60607
312-563-5400
dpwalsh@walshgroup.com

Brasfield & Gorrie, LLC
Michael Tortorici, PE Regional VP/Division Mgr
3021 7th Avenue South
Birmingham, AL 35233
205-515-4203
mtortorici@brasfieldgorrie.com

Roy Anderson Corp
Robert Fullington, President
P.O. Box 2
Gulfport, MS
Telephone: 228-896-4000
Fax: 228-896-4011
robert.fullington@rac.com

Cardella Construction (RMC JV, LLC)
Stephen Coley, Project Executive
101 Amar Place
Panama City Beach, FL 32413
256-428-0200
mcoley@robinsmorton.com

Hensel Phelps
Justin Starnes, Vice President
6557 Hazeltine Nat'L Drive #1
Orlando, FL 32822
407-856-2400
jstarnes@henselphelps.com

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Submittal Due Date: 12/10/24

Bid/RFP/RFQ No.: 25-004

**FINAL VENDOR REFERENCE LIST
TO PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT AT RISK SERVICES (CMAR)
FOR THE TERMINAL BUILDING EXPANSION PROJECT AT PENSACOLA INTERNATIONAL AIRPORT
AIRPORT**

Vendor #	Name	Address	City	St	Zip	SMWBE
087144	GANNETT MEDIA CORP DBA GANNETT FLORIDA LOCALIQ	P O BOX 631244	CINCINNATI	OH	45263	
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
051996	AECOM USA	2202 N WEST SHORE BLVD STE 455	TAMPA	FL	33607	
072126	APTIM CORP DBA APTIM PORT SERVICES LLC	1200 BRICKYARD LANE SUITE 202	BATON ROUGE	LA	70802	
042087	ARCHER WESTERN CONTRACTORS	4343 ANCHOR PLAZA PKWY. 155	TAMPA	FL	33634	
049093	ARCHITECTURAL AFFAIRS INC	105 EAST DESOTO STREET	PENSACOLA	FL	32501	
082532	ARORA ENGINEERS	400 CARILLON PKWY SUITE 100	ST PETERSBURG	FL	33716	
070194	ASSOCIATED SPACE DESIGN DBA ASD/SKY	4810 WEST NINE MILE ROAD	PENSACOLA	FL	32526	
047874	ATC GROUP SERVICES INC DBA ATC ASSOCIATES INC	130 S GERONIMO ST STE 6	MIRAMAR BEACH	FL	32550	
026973	ATKINSREALIS	2065 AIRPORT BLVD STE 400	PENSACOLA	FL	32504	
022428	AVCON INC	3298 SUMMIT BLVD	PENSACOLA	FL	32503	
079924	B & A ARCHITECTURAL GROUP, INC	4030 ARBUTUS DRIVE	PENSACOLA	FL	32504	Y
045448	B L HARBERT INTERNATIONAL	820 SHADES CREEK PKWY	BIRMINGHAM	AL	35209	
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	
069786	BEAR GENERAL CONTRACTORS LLC	1216 N PALAFOX ST STE A	PENSACOLA	FL	32501	
085496	BOWMAN	119 GREGORY SQUARE	PENSACOLA	FL	32502	
055510	BRASFIELD & GORRIE	P O BOX 11407	BIRMINGHAM	AL	35246	
065821	BRPH ARCHITECTS-ENGINEERS INC	5700 N HARBOR CITY BLVD STE 400	MELBOURNE	FL	32940	
000058	BULLOCK-TICE ASSOCIATES	909 EAST CERVANTES ST STE B	PENSACOLA	FL	32501	
034635	BURNS & MCDONNELL ENGINEERING COMPANY INC	9400 WARD PARKWAY	KANSAS CITY	MO	64114	
084558	C&S ENGINEERS	605 E ROBINSON ST SUITE 210	ORLANDO	FL	32801	
003039	CALDWELL ASSOCTES ARCHTCTS INC	116 NORTH TARRAGONA STREET	PENSACOLA	FL	32502	Y
084559	CLAY CORP	2675 PACES FERRY ROAD STE 450	ATLANTA	GA	30339	
082533	CMTS CONSTRUCTION MGMT SVCS DBA CMTS LLC	8837 GOODBY'S EXECUTV DR STE 2	JACKSONVILLE	FL	32217	
084574	CREATIVE CONCEPTS CONST CO DBA C4 HANGARS & INDUSTRIAL DOORS	22833 BOTHELL EVERETT HWY	BOTHELL	WA	98021	
026000	DAG ARCHITECTS INC	40 S PALAFOX PLACE STE 201	PENSACOLA	FL	32502	
057131	DALRYMPLE SALLIS ARCHITECTURE LLC	213 S BAYLEN STREET	PENSACOLA	FL	32502	
062631	DOMINGUEZ DESIGN BUILD INC	4340 DEVEREUX DRIVE	PENSACOLA	FL	32504	
084561	EXP US SERVICES INC	2510 MICCOSUKEE ROAD STE 200	TALLAHASSEE	FL	32308	
040956	FITZPATRICK, DAVID W PE, PA	10250 N PALAFOX STREET	PENSACOLA	FL	32534	
057238	GARVER	4701 NORTHSORE DRIVE	NORTH LITTLE ROCK	AR	72118	
063463	GEOSYNTEC	1120 NORTH 12TH AVENUE	PENSACOLA	FL	32501	
065822	GHAFARI ASSOCIATES LLC	122 S MICHIGAN AVE STE 1500	CHICAGO	IL	60603	
083818	GOODWYN MILLS CAWOOD LLC	720 BAYFRONT PARKWAY STE 200	PENSACOLA	FL	32502	
004285	GREENHUT CONSTRUCTION COMPANY	23 SOUTH A STREET	PENSACOLA	FL	32501	
046524	GREENMAN-PEDERSEN INC	2929 LANGLEY AVENUE SUITE 203	PENSACOLA	FL	32504	
024318	GRESHAM SMITH	3615 BROMLEY GRANDE AVE STE 220	TAMPA	FL	33607	
060768	GULF CIVIL ENGINEERING LLC	3298 SUMMIT BLVD STE 44	PENSACOLA	FL	32503	Y
028628	GULF COAST ENVIRONMENTAL & ENGINEERING INC	P O BOX 12623	PENSACOLA	FL	32574	

Submittal Due Date: 12/10/24

Bid/RFP/RFQ No.: 25-004

**FINAL VENDOR REFERENCE LIST
TO PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT AT RISK SERVICES (CMAR)
FOR THE TERMINAL BUILDING EXPANSION PROJECT AT PENSACOLA INTERNATIONAL AIRPORT
AIRPORT**

Vendor #	Name	Address	City	St	Zip	SMWBE
085388	HALFF ASSOCIATES INC	130 N RICHARD JACKSON BLVD STE 1033	PANAMA CITY BEACH	FL	32407	
049076	HAMMOND ENGINEERING, INC	3802 NORTH "S" ST.	PENSACOLA	FL	32505	
026222	HDR	25 WEST CEDAR STREET, SUITE 200	PENSACOLA	FL	32502	
019764	HEFFERNAN HOLLAND MORGAN ARCHITECT PA	312 S ALCANIZ ST	PENSACOLA	FL	32501	
084562	HENSEL PHELPS	420 SIXTH AVENUE 80631	GREELEY	CO	80631	
027373	HERNANDEZ & SWIFT ASSOCIATES INC	1630 BALIHAI COURT	GULF BREEZE	FL	32563	
045631	HERNANDEZ CALHOUN DESIGN INTL	420 NORTH PALAFOX STREET	PENSACOLA	FL	32501	Y
082535	HPM LEADERSHIP	2203 PERIMETER ROAD SUITE 200	MOBILE	AL	36602	
074292	INFRASTRUCTURE SPECIALTY BUILDING C SUITE D	2251 NORTH E STREET	PENSACOLA	FL	32501	
084618	ISS AMERICA SOUTH INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
084563	J A WATTS INC	940 W ADAMS SUITE 400	CHICAGO	IL	60607	
090117	JAMAA ENGINEERING	653 WEST 23 STREET, SUITE 307	PANAMA CITY	FL	32504	
054641	JERRY PATE DESIGN INC	301 SCHUBERT DRIVE	PENSACOLA	FL	32504	Y
067283	JOE DEREUIL ASSOCIATES LLC	301 WEST CERVANTES STREET	PENSACOLA	FL	32501	Y
032824	KENNETH HORNE & ASSOCIATES	7201 NORTH 9TH AVENUE SUITE 6	PENSACOLA	FL	32504	Y
043865	KUNZE JR, CHARLES EDWARD	25 W CEDAR STE 214	PENSACOLA	FL	32502	
084564	LUIS VIDAL + ARCHITECTS	1200 BRICKELL AVE SUITE 210	MIAMI	FL	33131	
084565	MANHATTAN CONSTRUCTION COMPANY	3705-1 WESTVIEW DRIVE	NAPLES	FL	34104	
084566	MCFARLAND JOHNSON	1900 S HARBOR CITY BLVD SUITE 304	MELBOURNE	FL	32901	
084567	MEAD & HUNT INC	2440 DEMMING WAY	MIDDLETON	WI	53562	
001371	MOFFATT & NICHOL	100 NORTH SPRING STREET STE 2	PENSACOLA	FL	32502	
036709	MOTT MACDONALD FLORIDA LLC	220 W GARDEN ST STE 700	PENSACOLA	FL	32502	
086583	MULLER & MULLER INC	700 N SANGAMON	CHICAGO	IL	60642	
081060	MULLINS LLC	41 N JEFFERSON ST	PENSACOLA	FL	32502	
059552	NOVA ENGINEERING AND ENVIRONMENTAL LLC	P O BOX 745663	ATLANTA	GA	30374	
084568	PERSONS SERVICES CORP	4474 HALLS MILL RD	MOBILE	AL	36693	
023075	PETERSON ENGINEERING INC	75 SOUTH 'F' STREET	PENSACOLA	FL	32501	Y
055283	PLANENG INC	501 FITZGERALD ST	PENSACOLA	FL	32505	
082538	POND CO	9 DAUPHIN STREET SUITE 200	MOBILE	AL	36602	
065824	PRIME AE GROUP	1700 W MAIN ST STE 200	PENSACOLA	FL	32502	
017263	QUINA GRUNDHOEFER ARCHITECTS	400 WEST ROMANA STREET	PENSACOLA	FL	32502	Y
051061	REBOL-BATTLE & ASSOCIATES LLC	2301 NORTH 9TH AVENUE SUITE 3	PENSACOLA	FL	32503	Y
069116	RJH & ASSOCIATES INC	215 GRAND BLVD STE 102	MIRAMAR BCH	FL	32550	Y
090118	RMC JV LLC (CARDELLA)	101 AMAR PLACE	PANAMA CITY	FL	32413	
033161	ROY ANDERSON CORP	PO BOX 2	GULFPORT	MS	39502	
018207	RS&H INC	10748 DEERWOOD PK BLVD S	JACKSONVILLE	FL	32256	
084569	RUDOLPH & SLETTEN	2 CIRCLE STAR WAY 4TH FLOOR	SAN CARLOS	CA	94070	
024578	SAM MARSHALL ARCHITECTS	325 SOUTH PALAFOX ST	PENSACOLA	FL	32502	Y
042209	SCHMIDT DELL ASSOCIATES INC	40 S PALAFOX PLACE STE 300	PENSACOLA	FL	32502	Y
059180	SIGMA CONSULTING GROUP INC	3298 SUMMIT BOULEVARD SUITE 32	PENSACOLA	FL	32503	

Submittal Due Date: 12/10/24

Bid/RFP/RFQ No.: 25-004

**FINAL VENDOR REFERENCE LIST
TO PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT AT RISK SERVICES (CMAR)
FOR THE TERMINAL BUILDING EXPANSION PROJECT AT PENSACOLA INTERNATIONAL AIRPORT
AIRPORT**

Vendor #	Name	Address	City	St	Zip	SMWBE
037798	STOA INT'L/FLORIDA INC DBA STOA ARCHITECTS	121 EAST GOVERNMENT ST	PENSACOLA	FL	32502	
020070	STROBEL & HUNTER INC	715 EAST GADSDEN ST	PENSACOLA	FL	32501	Y
076135	THE HASKELL COMPANY	111 RIVERSIDE AVENUE	JACKSONVILLE	FL	32202	
045430	THE WALSH GROUP	929 W ADAMS	CHICAGO	IL	60607	
042009	THOMPSON ENGINEERING	6706-C PLANTATION BLVD	PENSACOLA	FL	32504	
067875	TIERRA	1300 WEST MAIN STREET	PENSACOLA	FL	32501	
027442	TODD, EDDIE S JR ARCHITECT	P O BOX 17623	PENSACOLA	FL	32522	
046225	TOWNES + ARCHITECT PA	2421 NORTH 12TH AVENUE	PENSACOLA	FL	32503	Y
082540	TUTOR PERINI	15901 OLDEN STREET	SYLMAR	CA	91342	
038546	VOLKERT INC	P O BOX 11407	BIRMINGHAM	AL	35246	
066549	WELLS, JAMES E III &SAMANTHA M DBA W3 ENGINEERING INC	557 NORTHCREEK CIRCLE	PENSACOLA	FL	32514	
026280	WETLAND SCIENCES INC	3308 GULF BEACH HWY	PENSACOLA	FL	32507	Y
074824	WHARTON-SMITH INC	1087 EAST PASS ROAD	GULFPORT	MS	39507	
075314	WHITE SPUNNER CONSTRUCTION INC	2010 W 1-65 SERVICE ROAD SOUTH	MOBILE	AL	36693	
085497	WISS JANNEY ELSTNER ASSOCIATES INC	9511 N LAKE CREEK PKWY	AUSTIN	TX	78717	
079903	WSP USA INC	ONE PENN PLAZA	NEW YORK	NY	10119	

Vendors: 96



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-231

Agenda Conference

3/10/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF SWIMMING FACILITY MANAGEMENT AGREEMENT BETWEEN THE CITY OF PENSACOLA AND YOUNG MEN'S CHRISTIAN ASSOCIATION (YMCA) OF NORTHWEST FLORIDA, INC.

RECOMMENDATION:

That City Council approve the Swimming Facility Management Agreement with Young Men's Christian Association (YMCA) of Northwest Florida, Inc., for the operation and management of the Cecil T. Hunter Swimming Facility and the Roger Scott Swimming Facility. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #3: Support for Youth Experiences and Strategic Plan Goal #6: Public Spaces that Connect Communities.

The City has a longstanding relationship with the YMCA of Northwest Florida to operate the City's two public pools during each Swim Season. In 2009, Parks and Recreation solicited proposals from three aquatic management companies for the management and operation of the Cecil Hunter Swimming Pool for a term of one (1) year. After a thorough review, staff recommended contracting with the YMCA of Northwest Florida and this item was approved unanimously by the City Council.

During 2010, there were renovations and improvements to Cecil Hunter Swimming Pool. Staff chose to operate the renovated facility in 2011. Therefore, there were no agreements during this period.

In 2013, the City negotiated with YMCA of Northwest Florida for the management and operation of the Cecil Hunter Swimming Pool and the Roger Scott Swimming Facility and entered into a Swimming Facility Management Agreement for a term of three (3) years.

In subsequent years, agreements have been negotiated and executed with the last agreement expiring on the closing day of the 2024 Swim Season.

Approval of the proposed Swimming Facility Management Agreement will continue the contractual services between the City and the Young Men's Christian Association of Northwest Florida, Inc., for a term of three (3) years for the 2025, 2026, and 2027 Swim Seasons expiring on the closing day of the 2027 Swim Season. This three-year agreement is necessary for efficient continuity of services and off-season operations planning between both organizations.

PRIOR ACTION:

April 25, 2024 - City Council approved the YMCA of Northwest Florida Management and Operation of Cecil Hunter Swimming Pool - 2024 Swimming Season.

FUNDING:

Budget:	\$275,0000	Reimbursable Expense
	\$30,000	Management Fee
	\$305,000	Total
Actual:	\$305,000	

FINANCIAL IMPACT:

In accordance with terms and subject to the conditions of this Agreement, the City shall be solely responsible for the payment of all costs, one-time expenditures, and capital expenditures up to a maximum cap as detailed in the Agreement and shall reimburse the YMCA monthly for all costs, one-time expenditures, and capital expenditures paid, advance or incurred by the YMCA credited by the total amount of monthly revenues collected by YMCA up to the maximum amount allowed under the Agreement. The City increased the pool entry fees on April 25th, 2024 to help reduce the General Fund contribution required to maintain and operate the City's two (2) pools. In 2025, there are no planned fee increases. Additionally, a limited amount of Pool Scholarships will be available to eligible low-income families and individuals that qualify for assistance.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Ben Heistein, Parks and Recreation Director
Tonya Byrd, Assistant Parks and Recreation Director

ATTACHMENTS:

1. YMCA Swimming Facility Management Agreement 2025-2027
2. City of Pensacola Swimming Facility Management Agreement 2025 Draft_redlined changes from 2024
3. City of Pensacola Swimming Facility Management Agreement Draft 2025 changes from Original Agreement Posted On CivicClerk
4. REVISED - YMCA Swimming Facility Management Agreement 2025-2027
5. YMCA Pool Agreement 2025 Changes Executive Summary

PRESENTATION: No

**CITY OF PENSACOLA SWIMMING
FACILITY MANAGEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, provided that it must be executed by both parties no later than April 7, 2025, by and between the CITY OF PENSACOLA, a Florida municipal corporation (the “City”) and YOUNG MEN’S CHRISTIAN ASSOCIATION OF NORTHWEST FLORIDA, INC., a Florida not-for-profit corporation (the “YMCA”).”

WITNESSETH:

WHEREAS, the City is the owner of the Cecil T. Hunter Swimming Facility located at 200 East Blount Street, Pensacola, Florida, and the Roger Scott Swimming Facility located at 2130 A Summit Boulevard, Pensacola, Florida;

WHEREAS, the City and the YMCA have agreed that the YMCA shall operate, maintain and manage the Hunter Pool (hereinafter defined) and Scott Pool (hereinafter defined) during the 2025, 2026, and 2027 Swim Seasons (hereinafter defined) upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the City and the YMCA hereby agree as follows:

(1) **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

(2) **Definitions.**

(a) “Capital Expenditures” shall mean expenditures to acquire assets for use at Hunter Pool or Scott Pool with an initial, individual cost of more than \$5,000.00 and an estimated useful life greater than one year.

(b) “City” shall mean the City of Pensacola, a Florida municipal corporation.

(c) “Closing Day” shall mean the last day of each Swim Season.

(d) “Costs” shall mean all direct costs and expenses of operating and maintaining the Hunter Pool and the Scott Pool, as budgeted or otherwise authorized by the City, including the direct costs of YMCA and leased employees performing services under this Agreement, but expressly excluding Capital Expenditures.

(e) “Effective Date” shall mean the date first set forth above which shall be the date this Agreement is fully executed by both parties.

(f) “Hunter Pool” shall mean only that portion of the Cecil T. Hunter Swimming Facility which is enclosed by the fence and includes the main building, swimming pool, pool deck, and cashier’s area. The term “Hunter Pool” does not include the fence itself, the parking lot or any other areas or improvements outside of the fence. Except to the extent of the YMCA’s negligence, the YMCA shall have no responsibilities with respect to the fence, the parking lot or any areas outside of the fence at the Cecil T. Hunter Swimming Facility.

(g) “Including” (which shall be used in the lower case) shall mean “including but not limited to.”

(h) “Monthly Invoice” is defined in Section 5 below.

(i) “One Time-Expenditure” shall mean an item of Cost paid, advanced or incurred by the YMCA which is unpredictable and randomly occurring and with respect to which the YMCA was required to devote minimal time or effort. An example of a One-Time Expenditure would be replacement of a pool pump where the YMCA was required to do little more than make a telephone call.

(j) “Opening Day” shall mean the first day of each Swim Season.

(k) “Revenues” shall mean all gross receipts and revenues of any kind generated at the Hunter Pool or the Scott Pool during each Swim Season, including daily admission fees, locker fees, vending machine receipts, swim lesson fees, private party fees and other user fees.

(l) “Scott Pool” shall mean only that portion of the Roger Scott Swimming Facility which is enclosed by the fence and includes the building, swimming pool, pool deck, and cashier’s area. The term “Scott Pool” does not include the fence itself, the parking lot or any other areas or improvements outside of the fence. Except to the extent of the YMCA’s negligence, the YMCA shall have no responsibilities with respect to the fence, the parking lot or any areas outside of the fence at the Scott Swimming Facility.

(m) “Swim Season” shall mean Memorial Day weekend through Labor Day weekend of each year for Normal Operating Hours as defined in Section (9)(a); provided that both parties may mutually agree to open earlier or remain open later.

(n) “Pre-season” shall mean the period from May 1st to Memorial Day.

(o) “Term of this Agreement” is defined in Section 4 below.

(p) “YMCA” shall mean the Young Men’s Christian Association of Northwest Florida, Inc., a Florida not-for-profit corporation.

(3) **Management and Operation of the Hunter Pool and Scott Pool.** During each Swim Season and Pre-season, the YMCA shall operate and manage the Hunter Pool and the Scott Pool in accordance with the terms and subject to the conditions of this Agreement.

(4) **Term of Agreement.** This Agreement shall commence on the Effective Date and shall terminate on at midnight on the 15th day after the Closing Day of the 2027 Swim Season (such time period being hereinafter referred to as the “Term of this Agreement”), unless sooner terminated by a party in accordance with the terms of this Agreement or unless renewed or extended pursuant to a written agreement duly executed by both parties. Unless otherwise provided in a written instrument executed by both parties, the terms of this Agreement shall apply to all renewals and extensions of this Agreement. This Agreement may be terminated by the City or by the YMCA for convenience upon ninety (90) days’ prior written notice by the terminating party to the non-terminating party.

(5) **Monthly Invoices for Costs, Capital Expenditures and YMCA Compensation.**

(a) The City shall be solely responsible for the payment of all Costs, One-Time Expenditures, and Capital Expenditures and shall reimburse the YMCA monthly for all Costs, One-Time Expenditures, and Capital Expenditures paid, advanced or incurred by the YMCA credited by the total amount of monthly Revenues collected by the YMCA, in accordance with this section and with the budget in Schedule 2, YMCA Swim Season Budget (“Schedule 2”), attached hereto and incorporated herein by this reference. Schedule 2 shall be amended and submitted to the Parks and Recreation Director or designee 60 days prior to the beginning of each Swim Season to reflect the current Swim Season Budget.

(b)The parties acknowledge and agree that the reimbursable expenses for YMCA pool operations are incorporated in the City of Pensacola Annual Budget. The City shall provide to the YMCA its annual adopted Budget for reimbursable expenses at least 60 days prior to the beginning of each Swim Season and the YMCA agrees not to exceed the City’s Annual Adopted Budget for reimbursable expenses, without prior written authorization from the City. Both parties acknowledge and agree that some budgeted amount must be ascertainable to the City in advance, however, the parties also acknowledge and agree that Schedule 2 of this Agreement is based on current circumstances and planning predicable at the time of execution of this Agreement or in advance of each Swim Season. In the event of unforeseen future changes resulting in variances from Schedule 2 and YMCA Swim Season Budgets for subsequent years as described in 5 (a.-b.), the YMCA shall immediately notify in writing the City of Pensacola’s Parks and Recreation Director or authorized designee; by email or post to 222 West Main Street, Pensacola, FL 32502. Nothing herein shall be construed to allow YMCA to exceed their total allocated budget without prior written permission from the City. Both parties acknowledge and agree that if written permission to exceed the budget is not given, the City may need to reduce operating hours, increase fees, or take other measures to reduce reimbursable pool operation expenses so the YMCA does not exceed their swim season budget and the YMCA agrees to work amicably with the City to facilitate such measures. Additionally, any purchase greater than Twenty-Five Thousand Dollars (\$25,000) must be approved by the City in writing.

(c) On or before the fifteenth (15th) day of each month during the Term of this Agreement, the YMCA shall submit to the City an itemized invoice (the “Monthly Reimbursement Invoice”) listing all Costs, One-Time Expenditures, and Capital Expenditures paid, advanced or incurred by the YMCA during the preceding calendar month, together with other supporting documentation as the City may reasonably request. Without limiting the generality of the foregoing, each Monthly Invoice shall have as support the total amount of personnel expense by employee type. For purposes of this Agreement, the Agreed All-Inclusive Hourly Rates for YMCA Management Personnel are listed in Schedule 1 attached hereto and incorporated herein by reference (“Schedule 1”). Schedule 1 shall be amended and submitted to the Parks & Recreation Director or designee 60 days prior to each Swim Season to reflect the then-current hourly wage or salary rates of such employees. The Monthly Invoice shall also detail the Revenues collected in accordance with Section (6) below and reduce the total Monthly Reimbursement Invoice.

(d) As compensation for the services rendered by the YMCA for each Swim Season under this Agreement, the City shall pay the YMCA a management fee in the amount of \$15,000 per pool for a total of \$30,000 per Swim Season (“Management Fee”). The parties acknowledge and agree that, in the event one or both of the pools are not operated by the YMCA for any period of time in excess of fifteen (15) consecutive calendar days during the Swim Season the Management Fee shall be prorated based on the number of actual days of operation per pool per month. On or before the fifteen (15th) day of each month during the Swim Season, the YMCA shall submit to the City an invoice (the “Monthly Compensation Invoice”).

(e) Monthly Reimbursement Invoices and Monthly Compensation Invoices are hereinafter referred to individually, together and interchangeably as a “Monthly Invoice”. The City shall pay each Monthly Invoice within forty-five (45) days after receipt thereof including all necessary supporting documentation. The City shall pay a late charge equal to five percent (5%) of the amount of any Monthly Invoice that is not paid within such forty-five (45) day period in accordance with Florida Statue 218.74.

(6) Revenues. The YMCA shall collect all Revenues and shall keep written records of daily receipts of Revenues. The YMCA shall itemize all Revenues collected and received by the YMCA during the preceding calendar month on the Monthly Reimbursement Invoice, together with an itemized information sheet showing daily attendance at the pools and the sources of such Revenues and the daily records of such Revenues and other supporting documentation as the City may reasonably request.

(7) YMCA’s Responsibilities.

(a) General Operation; Pre-Opening and Closing Inspection. During each Swim Season and Pre-season, the YMCA shall operate the Hunter and Scott Pools in accordance with all applicable laws, rules and regulations (including local health department regulations) and with the minimum safety standards required by the City, including the City’s age-group standards. So long as the YMCA complies with the requirements of the preceding sentence, the YMCA, in its discretion, may operate the Hunter and Scott Pools in accordance with such other or higher standards as the YMCA deems desirable or as may be required by the YMCA’s insurance carriers. The YMCA shall have the sole right and responsibility to determine the number and qualifications

of all personnel performing services at the Hunter and Scott Pools, including lifeguards, and to determine all equipment required for the safe and efficient operation of the Hunter and Scott Pools. 60 Days prior to Opening Day of each Swim Season, the YMCA, with a City representative, shall inspect the Hunter and Scott Pools and shall provide to the City a written opening inspection report listing (i) required repairs or replacements and (ii) additional items of equipment deemed necessary by the YMCA in order to operate the Hunter and Scott Pools in a safe and efficient manner. The YMCA, with the City's consent and at the City's expense, shall perform such repairs and replacements and/or procure such additional items of equipment at least 30 days prior to Opening Day of each Swim Season, and notify the City of any repairs unable to be made by that time with an updated timeline to complete. At all times, the City reserves the right to perform, at its expense, any and all repairs or replacements and provide such additional items of equipment. Within 10 days after the close of the Swim Season the YMCA shall provide to the City a listing of all inventory and hard goods on hand at the Hunter and Scott Pools, and inspect the Hunter and Scott Pools and shall provide to the City a post-season inspection report listing (i) required repairs or replacements and (ii) additional items of equipment deemed necessary by the YMCA in order to operate the Hunter and Scott Pools in a safe and efficient manner, so that the City may perform, at its discretion, such repairs during the off-season. Within 5 days of receipt of the inventory listing and post-season inspection report, the City shall inspect the Hunter and Scott Pools to verify the inventory count and ensure that no additional repairs or replacements are necessary or warranted.

(b) Programs, Events, Activities and Fees. The City authorizes the YMCA to conduct or allow, during each Swim Season, such open swimming, programs, events and activities at the Hunter and Scott Pools as the YMCA deems desirable; provided that the fees and charges for the use of the Hunter and Scott Pools shall be determined by the City in its sole discretion. The 2025 Fee Schedule is attached hereto and incorporated herein by this reference as Schedule 3 ("Schedule 3"), and shall be amended by the City prior to each Swim Season to reflect the then as of current fee and operating schedule. In the interest of maximizing public access, the YMCA shall not rent out the Hunter and Scott Pools exclusively to private parties during normal operating hours without prior approval from the Parks & Recreation Director or designee

(c) Staffing. During each Swim Season, the Hunter and Scott Pools shall be staffed solely by YMCA personnel, all of whom shall be employees of the YMCA and not employees of the City; provided that the YMCA, at its option, may "lease" any or all of such employees. The YMCA shall pay or cause to be paid wages, state unemployment insurance, federal unemployment insurance, workers' compensation insurance and normal and customary benefits (if any) with respect to each such YMCA employee, and all such amounts paid to or on behalf of each such YMCA employee shall be considered to be Costs for which the City shall reimburse the YMCA in accordance with Section (5) above. The YMCA shall also withhold, or cause to be withheld, income taxes, social security and any other amounts required by law to be withheld from the wages payable to each such YMCA employee.

(d) Additional YMCA Personnel Requirements. The YMCA shall perform or comply with the following provisions:

1. The YMCA shall train all personnel working at the Hunter and Scott Pools during each Swim Season. YMCA shall provide to the City copies of all

training logs for YMCA staff performing services under this Agreement within ten (10) business days of written request by the City.

2. All YMCA personnel working at the Hunter and Scott Pools shall have proper credentials and training and shall comply with Florida Statutes regulating public swimming and bathing facilities pertaining to pool service technicians, swimming instructors and lifeguards. Without limiting the generality of the foregoing, all YMCA lifeguards at the Hunter and Scott Pools shall have current certifications issued by the YMCA, Red Cross, Ellis, Starguard or other nationally recognized lifeguard certifier. YMCA shall provide to the City copies of current certifications for all YMCA staff performing services under this Agreement within ten (10) business days of written request by the City.
3. All YMCA personnel working at the Hunter and Scott Pools shall be required to complete a State approved background check and a drug test from a site approved by the YMCA prior to employment. The YMCA shall confirm with the City that all YMCA personnel working at the Hunter and Scott Pools have had an approved background check and a drug test and YMCA shall provide to the City copies of such documentation within ten (10) business days of written request by the City.
4. All on-duty YMCA personnel working at the Hunter and Scott Pools shall wear a YMCA-approved uniform for men and women.
5. All YMCA personnel working at the Hunter and Scott Pools shall be required to participate in the YMCA's orientation training and YMCA shall provide to the City documentation of such within ten (10) business days of written request by the City.
6. All on-duty YMCA personnel working at the Hunter and Scott Pools shall have the authority to enforce all City and YMCA rules applicable at the Hunter and Scott Pools and to discipline anyone inside the Hunter and Scott Pools in accordance with the published and posted rules of the City and the YMCA.
7. The YMCA's full time management staff, primarily the YMCA's Aquatics Director, shall supervise all YMCA personnel working at the Hunter and Scott Pools.

(e) Personnel Responsibilities. YMCA personnel shall perform the following duties at the Hunter and Scott Pools:

1. Lifeguard main pool and zero depth entry pool.

2. Check water chemistry and record readings as required by Health Department. The YMCA shall provide the chemical logs upon request of the City within ten (10) business days of written request by the City.
3. Maintain chlorine and pH balance of pool water as required.
4. Clean tiles around pool edge as needed.
5. Run filtration system continually and back wash filtration system as needed.
6. Clean pump system hair and lint strainer basket(s) as needed.
7. Pick up trash in swimming pool area as needed.
8. Vacuum pool as needed.
9. Empty trash receptacles as needed.
10. Straighten deck furniture as needed.
11. Clean bathhouse facilities daily, keep open to the public when the pools are open, and inspect between swim sessions.
12. Replenish janitorial supplies in bathhouse as needed.
13. Enforce City and YMCA rules for the safety and convenience of all pool users.
14. Appropriately address any inappropriate actions by any swimming pool participants.
15. Call 911 if a situation warrants.
16. Report to City (verbally and in writing) all incidents that require any first aid treatment or medical attention (if known).
17. Lock and secure facility upon closing (if applicable).
18. Man the Hunter and Scott Pools entrance and handle all admissions to facility.
19. Conduct a walkthrough of the facilities to ensure vacancy between swim sessions and prior to closing.
20. Develop and manage aquatic programs.

21. Develop cash management system.

(f) Pool Opening Duties. After the closing of the pool each day and before opening the pool the following day to swimmers, the YMCA shall complete the following on a daily basis or as required:

1. Clean pool (pool must be algae free).
2. Clean off pool deck.
3. Inspect pool test kits.
4. Visually inspect all filtration equipment, chemical feed pumps, gauges, flow meters and pressure gauge.
5. Visually inspect all skimmers, vacuum, returns, and deck hardware.
6. Visually inspect slides, guard chairs and ladders.
7. Clean bathhouse.
8. Apply all necessary chemicals to establish proper levels in accordance with paragraph (h) below.
9. Set out and clean deck furniture.
10. Clean and organize office, guard room, pump room, and storage facilities on site.

(g) Pre-Season Duties. Starting May 1st, the YMCA shall conduct all of the Pool Opening duties in paragraph (f) at a time and frequency sufficient to be ready for Opening Day of the Swim Season in addition to the following:

1. Remove debris and trash from pool covers and the facility.
2. De-winterize any equipment and inspect for damages.
3. Reconnect pool equipment and accessories including but not limited to pressure gauges, flow meters, and skimmer baskets.
4. Add water and inspect for leaks.
5. Start equipment to ensure operational.
6. Clean pool surfaces thoroughly to remove algae and other buildups.
7. Skim any remaining debris off the surface.
8. Filter water continuously for 12 hours.
9. Test water to obtain overall water quality.
10. Maintain chemical levels in accordance with paragraph (h) including retesting and adjusting.

(h) Water Quality. YMCA shall be responsible for maintaining the condition of the swimming pool water within the requirements of the local health department while pool is open to swimmers. YMCA shall monitor, record and maintain the appropriate levels of free chlorine, pH, total alkalinity, calcium hardness and cyan uric acid. YMCA shall take reasonable measures to ensure proper water quality at all times, including at closing, but the City acknowledges that water quality will change hourly based on the elements and other matters beyond the YMCA's control. Accordingly, the YMCA shall not be liable for any loss of revenues, damage to equipment or other damage resulting from improper water quality unless such improper water quality is solely caused by the negligence, recklessness or intentional wrongful misconduct of YMCA personnel. If, in the discretion of the YMCA, it is determined that the water quality is insufficient to properly operate the pool at opening or any other time, the YMCA shall have the right to close the pool for such period of time as shall be necessary to correct the water quality, without any change or adjustment of the provisions of this Agreement. Further, the YMCA shall close the pool and appropriately treat the pool water as required by applicable laws, rules and regulations in the event that the YMCA becomes aware that fecal matter, vomit or blood has contaminated the pool, without any change or adjustment of the provisions of this Agreement.

(i) Marketing. The YMCA shall assist in funding mutually agreeable joint marketing and promotional efforts to promote the Hunter and Scott Pools and the City-YMCA collaboration.

(j) Chemicals. Subject to the provisions of Section 7(a) above, prior to May 1st preceding each Swim Season and from time to time as needed during each Swim Season, the YMCA, shall purchase and supply all pool chemicals necessary to maintain proper water chemistry and quality pursuant to Section 7(g) above, to include as necessary: chlorine, diatomaceous earth, algaecide, calcium chloride, soda ash, sodium bicarbonate, pool acid stabilizer and salt. Should additional chemicals or labor be required in order to maintain or correct pool water chemistry due to failure or breakdown of pool equipment or loss of water due to a defect in or breakdown of the pool or recirculation system, YMCA shall notify City of such breakdown or defect. City will make all necessary repairs as quickly as possible. Should the City be unable to make the repairs in a timely manner, City agrees to pay for any expenses incurred by the YMCA for additional chemicals and/or labor costs required to correct the problem.

(k) Cleaning Supplies and Equipment. Subject to the provisions of Section 7(a) above, prior to May 1st preceding each Swim Season and from time to time as needed during each Swim Season, the YMCA, shall purchase and supply all necessary cleaning supplies and equipment, including water hoses and nozzles, mops, brooms, buckets, dust pans, toilet bowl brushes and cleaners, all-purpose cleaners, disinfectants, soap, paper towels, light bulbs, trash receptacles, trash bags, gas blower and gasoline necessary to maintain exemplary management of the Hunter and Scott Pools.

(l) Pool, Lifesaving and Safety Supplies and Equipment. Subject to the provisions of Section 7(a) above, prior to Opening Day of each Swim Season and from time to time as needed during each Swim Season, the YMCA shall purchase and supply all necessary pool, lifesaving and safety supplies and equipment, including a complete first aid kit and first aid supplies satisfactory to the YMCA and in compliance with local health department regulations, an Automatic External

Defibrillator (“AED”), life jackets, ring buoys, throw ropes, rescue tubes, swim aids, lifeguard stand with umbrella, pool chemical test kit and chemical feed pump.

(m) Internal Controls, Records, Audit and Budgets. The YMCA shall establish and maintain internal controls adequate to ensure that all Costs paid, advanced or incurred by the YMCA are properly supported, approved and included in a budget approved by the City and that all Revenues are collected, deposited timely and reflected on the Monthly Invoice to the City. All such Costs paid, advanced or incurred by the YMCA pursuant to such approved budget are hereby deemed approved by the City, and the YMCA is hereby authorized to make expenditures in accordance with such approved budget without further requests to or authorization from the City. YMCA shall keep a separate accounting of City funds and keep records and accounts of its financial affairs relating to the operation and management of the Hunter and Scott Pools which shall be available for examination and audit by the City for a period of three (3) years following the termination of this Agreement and all other pending matters are closed. Upon request, the YMCA shall produce all documents required by the City’s auditors detailing the expenditure of City monies. Further, the YMCA shall furnish, if otherwise available and if requested by the City, a copy of any audit report or other financial examination report of YMCA operations during the Term of this Agreement prepared by an independent certified public accountant licensed and in good standing in the State of Florida.

(n) Budgets. The budget for the 2024 Swim Season, which has been approved by the City and the YMCA, is attached hereto as Schedule 2 and is incorporated herein by reference. 60 days prior to each Swim Season, the City and the YMCA shall agree upon a budget for such Swim Season, and Schedule 2 to this Agreement shall be amended to include such budget.

(8) City’s Responsibilities.

(a) Non-Swim Season. Except as otherwise expressly provided in this Agreement during a Swim Season and Pre-season, the City shall be solely responsible for the regulation, operation, care, maintenance, repair and security of the Hunter and Scott Pools.

(b) Outside the Fence Areas. At all times during the Term of this Agreement, the City shall be solely responsible for the regulation, operation, care, maintenance, repair and security of the fence surrounding the Hunter and Scott Pools and all portions of the Hunter and Scott Pools outside of such fence, including the parking lot.

(c) Access to the Hunter and Scott Pools. Beginning May 1st preceding each, Swim Season, and at other times to facilitate additional responsibilities, and continuing during each Swim Season, the City shall permit the YMCA and its employees to have free and unrestricted access to the Hunter and Scott Pools. City shall provide to the YMCA three (3) sets of keys to all locks required to access and operate the Hunter and Scott Pools by May 1st prior to Opening Day of each Swim Season. Further, the City shall provide to the YMCA three (3) sets of new keys within three (3) days prior to any change of the existing locks for the Hunter and Scott Pools. The YMCA shall provide keys to authorized personnel only. Notwithstanding the foregoing, the YMCA may at any time and from time to time, in its discretion, change any or all locks at the Hunter and Scott Pools, provided that the YMCA shall promptly provide to the City three (3) sets

of new keys to each lock. In such event, the City shall provide such keys only to authorized personnel requiring access to the Hunter and Scott Pools during the Swim Season.

(d) Telephone and Other Utilities. During each Swim Season, the City, at its sole expense, shall install, activate and maintain in working order an operational touch tone, land-line telephone, capable of both receiving and sending calls, which shall be accessible to the YMCA's lifeguards at pool side. Consistent with health department regulations and for safety reasons, the pool shall be open only when the telephone is operational. The City shall also provide, at its sole expense, such other utilities services (e.g., electricity, natural gas, air-conditioned building, water and sewer, and trash/garbage pickup) as are required for the safe and efficient operation of the Hunter and Scott Pools. Should YMCA determine that internet access is required for pool operations during the Swim Season, the YMCA may facilitate the activation of the service prior to the Swim Season, provided YMCA deactivates the service at the close of the Swim Season. The City will reimburse the YMCA for the installation and cost of the internet service as mutually agreed to by the parties prior to commitment and activation of the internet service.

(e) Health Department Inspection/Notice. Prior to Opening Day of each Swim Season, the City shall provide to the YMCA the local health department's inspection and notice for the Hunter and Scott Pools indicating that the pools are in compliance with applicable rules and regulations.

(f) City's Pool Rules. Not less than four weeks prior to Opening Day of each Swim Season, the City shall provide to the YMCA a copy of the City's rules and regulations pertaining to the Hunter and Scott Pools.

(g) Maintenance, Repairs and Replacements. The City shall be solely responsible for the cost of all maintenance, repairs and replacements at the Hunter and Scott Pools, including repairs and replacements necessitated by fire, wind, water, theft, or vandalism; provided that YMCA employees shall perform the routine cleaning and maintenance services set forth elsewhere in this Agreement. Prior to Opening Day of each Swim Season, the City shall ensure that all buildings, improvements and equipment at the Hunter and Roger Scott Pools are in good working order and condition. In the event the YMCA identifies a needed item of maintenance, repair or replacement, the YMCA shall notify the City in writing, and the City shall promptly either cause such maintenance, repair or replacement work to be accomplished or shall, with the YMCA's consent, authorize the YMCA to accomplish or cause to be accomplished such maintenance, repair or replacement work. Any of the foregoing to the contrary notwithstanding, the YMCA shall be solely responsible for the costs of repairing any damage which is solely the result of the negligence, recklessness or intentional wrongful misconduct of the YMCA or any YMCA employee. Any of the foregoing to the contrary notwithstanding, if in the YMCA's good faith judgment it would be impractical under the circumstances to give prior notice to the City, the YMCA shall be entitled to make such maintenance, repairs and replacements without prior notice to the City, but the YMCA shall give the City written notice of such repairs as soon as reasonably practical thereafter.

(h) Questions, Complaints, Comments and Suggestions. The City shall promptly communicate directly with the YMCA CEO or designee, with regard to any questions, complaints, comments and suggestions from the City or any citizen or user of the Hunter and Scott Pools

concerning the Hunter and Scott Pools, the YMCA's pool staff, the YMCA's management, the YMCA's operation of the Hunter and Scott Pools, or the YMCA's performance of its obligations and services under this Agreement.

(i) YMCA Signage. The City shall allow the YMCA to display YMCA signage at the Hunter and Scott Pools, subject to the City's reasonable prior approval.

(j) Marketing. The City shall assist in funding mutually agreeable joint marketing and promotional efforts to promote the Hunter and Scott Pools and the City-YMCA collaboration.

(9) Hours of Operation; Rain Days; Pool Closing.

(a) Normal Operating Hours. The normal operating hours of the Hunter Pool during each Swim Season are specified in Schedule 3, and subject to amendment each year, and at any time during the season, at the discretion of City of Pensacola Parks & Recreation Director or designee, by giving the YMCA written notice of such changes. The utilization of the swimming pool (which may include, but not be limited to, open swimming, lap swimming, swim lessons, swim team practice, private parties, staff shortages and down time for cleaning) during those operating hours shall be in the discretion of the YMCA in consultation with the Parks & Recreation Director or designee. At any time during the season, the City of Pensacola Parks & Recreation Director or designee may adjust normal operating hours and pool utilization activities at their discretion by giving the YMCA written notice.

(b) Weather-Related Pool Closings. The YMCA shall, in its good faith discretion, close the pool temporarily, for all or any part of any day or days, as and when the YMCA deems necessary or prudent because of threatened or actual inclement weather, without any change or adjustment of the provisions of this Agreement. The YMCA shall notify all user groups that have a scheduled pool activity of such closings as soon as a decision is made to close the pool for all or any part of any day or days.

(c) Emergency Pool Closings. Either the City or the YMCA may, in its good faith discretion, close the pool temporarily, for all or any part of any day or days, in the event of any emergency caused by equipment breakdown, repairs, acts of God or other causes beyond the control of the YMCA or the City, without any change or adjustment of the provisions of this Agreement. The YMCA shall notify all user groups that have a scheduled pool activity of such closings as soon as a decision is made to close the pool for all or any part of any day or days.

(d) Closing for Remainder of Season. In the event that the pool becomes non-operational or unsafe due to unforeseen circumstances which are not the fault of either party, and as a result thereof the pool must be closed for the remainder of the then-current Swim Season, the Hunter and Scott Pools shall be closed for the remainder of the then-current Swim Season, whereupon the parties shall comply with their respective obligations under this Agreement and, in addition, shall negotiate in good faith a fair and equitable adjustment with respect to any other amounts due or owing by either party to the other as a result of such early closing.

(10) Insurance and Indemnification.

(a) During the Term of this Agreement, the YMCA, at its sole expense, shall procure and maintain insurance of the types and to the limits specified in this Section 10. The policies of insurance evidenced by the insurance certificates heretofore or hereafter submitted to the City by or on behalf of the YMCA shall be deemed acceptable to the City unless and to the extent that the City delivers to the YMCA written objections thereto specifying any perceived deficiencies within thirty (30) days after the later of the date of this Agreement or the City's receipt of the insurance certificate, whichever is later. The policies of insurance evidenced by subsequent renewal certificates submitted to the City shall be deemed acceptable to the City unless and to the extent that the City delivers to the YMCA written objection thereto specifying any perceived deficiencies within thirty (30) days after the City's receipt of the renewal insurance certificate.

(b) As used in this Section 10, the term City shall mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

(c) Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the protection of both the YMCA and the City.

(d) Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

1. Workers' Compensation. The YMCA shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations required by law. Additionally, such workers' compensation insurance policy, or a separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person -accident, **\$100,000** each person - disease, **\$500,000** aggregate - disease.
2. Commercial General, Automobile and Umbrella Liability Coverage. The YMCA shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability policy filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of **\$1,000,000** per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the YMCA agrees to have such limits of **\$1,000,000** per occurrence, reinstated under the policy.

3. Commercial General Liability. Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. This policy must be endorsed to include coverage for Abuse/Molestation. Fire Legal Liability must be provided with minimum limits of \$100,000 per occurrence. The coverage shall be written on occurrence-type basis.
4. Business Auto Policy. Business Auto Policy coverage must be provided if applicable, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use. Evidence of personal automobile coverage may be provided for each staff member in lieu of a business automobile policy.
5. Umbrella Liability Insurance. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage's. The coverage shall be written on an occurrence-type basis.

(e) Certificates of Insurance. Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this Agreement shall be listed. If required by the City, the YMCA shall furnish copies of the YMCA's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The YMCA shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not replaced within a time period that is reasonable under the circumstances, in a manner reasonably acceptable to the City, the YMCA shall, upon instructions of the City, cease all operations under the Agreement until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521.

(f) Insurance of the YMCA Primary. The YMCA required coverage shall be considered primary and all other insurance shall be considered as excess, over and above the YMCA's coverage. The YMCA's policies of coverage will be considered primary as relates to all provisions of the Agreement.

(g) Loss Control and Safety. The YMCA shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that

end, the YMCA shall not be deemed to be an agent of the City. In fulfilling its responsibilities under this agreement, the YMCA shall not employ or utilize the volunteer services of any person who has been convicted of or pled guilty or nolo contendere to or has had an adjudication withheld of any of the following charges: A sexual offense, child abuse, contributing to delinquency of a minor, or abuse of an elderly or vulnerable person. Reasonable precaution shall be exercised at all times by the YMCA for the protection of all persons, including employees, and property. The YMCA shall make reasonable effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

(h) Indemnification and Hold Harmless by YMCA. The YMCA shall indemnify and hold harmless the City, its officers and employees, from any and all liabilities, damages, losses, and costs, including reasonable attorney's fees, to the extent caused solely by the negligence, recklessness or intentional wrongful misconduct of the YMCA and persons employed or utilized by the YMCA in the performance of this Agreement. The YMCA's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

(i) Indemnity by City. To the full extent permitted by applicable law, up to the limits mandated by Florida Statutes Section 768.28, City shall indemnify and hold harmless the YMCA, its officers, agents, representative, employees and volunteers, from any and all liabilities, damages, losses, and costs, including reasonable attorney's fees, to the extent caused solely by the negligence, recklessness or intentional wrongful misconduct of the City and persons employed or utilized by the City in the performance of this Agreement.

(j) Sovereign Immunity by City. The City asserts sovereign immunity to the extent permitted by Florida law and within the limits of liability set forth in Florida Statutes Section 768.28. The City reserves the right in this agreement to assert any claim for relief to which it may be entitled in the event of a breach or injury of any kind, and further reserves the right to assert any defense available to any claim which may be asserted against it, including the defense of sovereign immunity.

(k) City Self Insurance. The City is, and shall remain at all times during the Term of this Agreement, a qualified Self-Insurer under the applicable Florida Statutes and the regulations promulgated thereunder.

(11) Default; Termination of Agreement.

(a) Default by the YMCA. In the event that the YMCA defaults under any of its obligations under this Agreement, the City may exercise any and all remedies available to it at law, in equity or under this Agreement and, in addition, may terminate this Agreement by giving the YMCA not less than ten (10) days' written notice of termination; provided that in the event that such default is a default other than for the payment of Revenues to the City pursuant to Section 6 above, the City may not give notice to terminate this Agreement nor exercise any other rights or remedies by reason of such default until the City has given the YMCA written notice of such default and the YMCA has failed to cure such default within thirty (30) days after receipt of such

notice. Notwithstanding the foregoing or any other provision of this Agreement, in no event shall the YMCA be liable to the City for consequential, special, exemplary or punitive damages.

(b) Default by the City. In the event that the City defaults under any of its obligations under this Agreement, the YMCA may exercise any and all remedies available to it at law, in equity or under this Agreement and, in addition, may terminate this Agreement by giving the City not less than ten (10) days' written notice of termination; provided that in the event that such default is a default other than for the payment of a Monthly Invoice pursuant to Section 5 above, the YMCA may not give notice to terminate this Agreement nor exercise any other rights or remedies by reason of such default until the YMCA has given the City written notice of such default and the City has failed to cure such default within thirty (30) days after receipt of such notice. Notwithstanding the foregoing or any other provision of this Agreement, in no event shall the City be liable to the YMCA for consequential, special, exemplary or punitive damages.

(12) Notices. All notices required or permitted by this Agreement to be given or delivered by one party to the other shall be deemed to have been duly given and received (i) when hand delivered to the office of the receiving party at its address set forth below; (ii) when successfully faxed to the receiving party at its fax number set forth below; or (iii) three days after mailing by U.S. certified mail, return receipt requested, to the receiving party at its address set forth below; provided that any notice that is received (whether by hand-delivery, fax or U.S. mail) by the receiving party on a Saturday, Sunday or legal holiday recognized by the State of Florida, or that is received by the receiving party after 5:00 p.m. on any business day, shall be deemed to have been delivered and received on the next day thereafter that is not a Saturday, Sunday or legal holiday.

(a) If to the City:

Director of Parks and Recreation Department
City of Pensacola
222 West Main Street
Pensacola, FL 32502
Work Telephone: 850.436.5679
Fax Number: 850.436.5199

With copy to:

City Administrator
222 West Main Street
Pensacola, FL 32502
Work Telephone: 850.435.1696
Fax Number: 850.435.1611

(b) If to the YMCA:

Michael Bodenhausen
CEO
YMCA of NW Florida
PO Box 13170
Pensacola, FL 32502
Work Telephone: 850.432.8327

(13) Miscellaneous.

(a) Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any litigation for the interpretation or enforcement of this Agreement shall be in Escambia County, Florida.

(b) Records. The parties acknowledge and agree that the YMCA is operating the pools on behalf of the City and as such may be subject to the public records law pursuant to Chapter 119, Florida Statutes, as amended.

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

(d) Survival. All provisions, which by their inherent character, sense and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

(e) Interpretation. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

(f) Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

(g) Further Actions. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

(h) No Waiver. The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

(i) Execution Deadline: This Agreement must be signed by all parties no later than April 7, 2025. If not executed by this date, the Agreement shall be deemed null and void unless an extension is agreed to in writing by both parties.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and sealed as of the day and year first above written.

CITY OF PENSACOLA,
a Florida municipal corporation

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF NORTHWEST
FLORIDA, INC.,** a Florida not-for-profit
corporation

By: _____
D.C. Reeves
Mayor

By: _____
Michael Bodenhause
Chief Executive Officer

Attest:

City Clerk

Attest:

By: _____
Printed name: _____
Corporate Secretary

Approved as to content:

Ben Heistein, Director of
Parks and Recreation Department

Legal in form and valid as drawn:

City Attorney

SCHEDULE 1

Agreed All-Inclusive Hourly Rates for YMCA Management Personnel

YMCA Staff Account	\$29.74/hour
YMCA Aquatics Director	\$29.70/hour

SCHEDULE 2

YMCA Swim Season Budget (Amended and Submitted to Parks Director or Designee 60 days prior to beginning of each Swim Season per 5 (a.)(b.)

YMCA of Northwest Florida
2024 City Pool Swim Season Budget
May - September 2024

Account Number	Account Name	24-May Budget	24-Jun Budget	24-Jul Budget	24-Aug Budget	24-Sep Budget	2024 Budget
01-05-01-1010-020800	Government Fees & Grants - HP	-	-	-	-	-	-
01-05-01-1450-020800	Facility Rental Income - HP	-	-	-	-	3,500.00	3,500.00
01-05-01-1450-020900	Facility Rental Income RS	300.00	150.00	650.00	150.00	-	1,250.00
01-05-03-1300-020800	Program Income - HP Membership	-	200.00	-	-	-	200.00
01-05-03-1300-020900	Program - Pool Membership RS	263.00	1,000.00	679.00	-	-	1,942.00
01-05-03-1321-020800	Program-Daily Swim HP	1,050.00	4,600.00	5,533.00	1,800.00	211.00	13,194.00
01-05-03-1321-020900	Program-Daily Swim RS	4,000.00	16,000.00	14,200.00	6,900.00	655.00	41,755.00
01-05-03-1323-020900	Program-Swim Team RS	-	-	-	-	-	-
Total Revenue		5,613.00	21,950.00	21,062.00	8,850.00	4,366.00	61,841.00
01-05-01-2117-020800	NonEx- Training HP	800.00	-	-	-	-	800.00
01-05-01-2117-020900	NonEx -Training RS	800.00	-	-	-	-	800.00
01-05-01-2150-020800	NonEx - Clerical HP	2,050.00	6,200.00	6,400.00	3,300.00	400.00	18,350.00
01-05-01-2150-020900	NonEx - Clerical RS	2,500.00	8,500.00	9,000.00	4,300.00	700.00	25,000.00
01-05-01-2160-020800	NonEx - Maintenance HP	1,400.00	2,000.00	2,000.00	1,700.00	1,400.00	8,500.00
01-05-01-2315-020800	Payroll Taxes HP	1,155.00	3,040.00	3,130.00	1,680.00	-	9,405.00
01-05-01-2315-020900	Payroll Taxes RS	1,180.00	3,730.00	3,960.00	1,870.00	350.00	11,090.00
01-05-01-2460-020800	Contract Services iSolved HP	250.00	250.00	250.00	250.00	150.00	1,150.00
01-05-01-2460-020900	Contract Services iSolved RS	250.00	250.00	250.00	250.00	150.00	1,150.00
01-05-01-2591-020800	Supplies-Office HP	100.00	-	-	-	-	100.00
01-05-01-2591-020900	Supplies-Office RS	100.00	-	-	-	-	100.00
01-05-01-2620-020900	Telephone	290.00	190.00	190.00	190.00	50.00	910.00
01-05-01-2843-020800	R&M Bldg & Grounds - HP	2,500.00	2,500.00	-	-	-	5,000.00
01-05-01-2843-020900	R&M Bldg & Grounds RS	2,500.00	2,500.00	-	-	-	5,000.00
01-05-01-2930-020800	Expendable Equipment Purchases - HP	500.00	-	-	-	-	500.00
01-05-01-2930-020900	Expendable Equipment Purchases - RS	500.00	-	-	-	-	500.00
01-05-01-3210-020800	Travel Reimbursement - HP	65.00	70.00	25.00	30.00	10.00	200.00
01-05-01-3210-020900	Travel Reimbursement - RS	65.00	100.00	100.00	30.00	10.00	305.00
01-05-01-3280-020800	Pre-employment Screening - HP	600.00	400.00	115.00	40.00	-	1,155.00
01-05-01-3280-020900	Pre-employment Screening - RS	600.00	400.00	115.00	40.00	-	1,155.00
01-05-01-3720-020800	Bank Service Fees - HP	-	5.00	52.00	55.00	21.00	133.00
01-05-01-3720-020900	Bank Service Fees - RS	-	64.00	319.00	340.00	139.00	862.00
01-05-01-3810-020800	Insurance General Liability	553.00	553.00	553.00	553.00	553.00	2,765.00
01-05-01-3810-020900	Insurance General Liability	818.00	818.00	818.00	818.00	818.00	4,090.00
01-05-02-3331-020800	Employee Uniforms - HP	675.00	-	-	-	-	675.00
01-05-02-3331-020900	Employee Uniforms - RS	675.00	-	-	-	-	675.00
01-05-03-2100-020800	Full-time Staff	1,600.00	4,900.00	5,000.00	2,600.00	1,000.00	15,100.00
01-05-03-2100-020900	Full-time Staff	1,700.00	5,800.00	6,200.00	2,900.00	1,000.00	17,600.00
01-05-03-2120-020800	NonEx - Lifeguard HP	5,700.00	17,300.00	17,900.00	9,200.00	1,200.00	51,300.00
01-05-03-2120-020900	NonEx Lifeguard RS	6,800.00	23,000.00	24,400.00	11,500.00	1,800.00	67,500.00
01-05-03-2520-020800	Supplies-Pool Chemical HP	5,500.00	5,500.00	7,000.00	5,000.00	2,200.00	25,200.00
01-05-03-2520-020900	Supplies-Pool Chemical RS	7,000.00	6,500.00	10,000.00	6,000.00	2,200.00	31,700.00
01-05-03-2540-020800	Supplies-Program HP	1,000.00	1,338.00	-	-	-	2,338.00
01-05-03-2540-020900	Supplies-Program RS	1,000.00	1,448.00	-	-	-	2,448.00
01-05-03-2560-020800	Supplies - Janitorial - HP	400.00	50.00	100.00	50.00	-	600.00
01-05-03-2560-020900	Supplies - Janitorial - RS	250.00	50.00	200.00	50.00	-	550.00
	All Inclusive Hourly Rate	6,000.00	-	-	-	-	6,000.00
Total Expense		57,876.00	97,456.00	98,077.00	52,746.00	14,551.00	320,706.00
Change in Net Assets		(52,263.00)	(75,506.00)	(77,015.00)	(43,896.00)	(10,185.00)	(258,865.00)
Reimbursement		\$ (52,263.00)	\$ (75,506.00)	\$ (77,015.00)	\$ (43,896.00)	\$ (10,185.00)	\$ (258,865.00)
Management Fee		\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (30,000.00)
		\$ (58,263.00)	\$ (81,506.00)	\$ (83,015.00)	\$ (49,896.00)	\$ (16,185.00)	\$ (288,865.00)

Schedule 3

Hunter Pool 2025

May 24 - August 10

Fee

Scholarship Fee

Monday-Friday

Swim Lessons 9-10am (B/G Club)
 Session 1 – Open Swim 9:00am – 1:30pm
 Session 2 – Open Swim 2:00pm – 5:00pm
 Swim Lessons 5:00 pm – 6:30 pm

Daily Admission

Adults (18+)	\$4.00	CC	\$4.20
Children (3-17)	\$3.00	CC	\$3.15
2 & Under	Free		
Seniors (50+)	\$3.50	CC	\$3.68

Daily Admission

Adults (18+)	\$2.00	CC	\$2.10
Children (3-17)	\$1.50	CC	\$1.58
2 & Under	Free		
Seniors (50+)	\$1.75	CC	\$1.84

Saturday

Session 1 – Open Swim 10am-2pm
 Session 2 – Open Swim 2:30-6pm

Memberships

Individual City	\$116	CC	\$121.80
Individual Non	\$168	CC	\$176.40
SR City	\$73	CC	\$76.65
SR Non	\$110	CC	\$115.50
Family City	\$187	CC	\$196.35
Family Non	\$282	CC	\$296.10
Family Add	\$55	CC	\$57.75

Memberships

Individual City	\$93	CC	\$97.65
Individual Non	\$134	CC	\$140.70
SR City	\$58	CC	\$60.90
SR Non	\$88	CC	\$92.40
Family City	\$150	CC	\$157.50
Family Non	\$226	CC	\$237.30
Family Add	\$44	CC	\$46.20

Memorial Day/July 4th/Labor Day

Session 1 – Open Swim 10:30am-3:30pm

*Family is 2 adult 3 children – Any extra children are family add-on

*Family is 2 adult 3 children – Any extra children are family add-on

August 11 – September 1

Saturday

Session 1 – Open Swim 10am-2pm
 Session 2 – Open Swim 2:30-6pm

**Membership is valid at either Roger Scott or Cecil Hunter Pool

**Scholarship is valid at either Roger Scott or Cecil Hunter Pool

Sunday

Session 1 – Open Swim 12-3pm
 Session 2 – Open Swim 3:30-6pm

Miscellaneous

Community Camps/Day Cares \$3.00 CC \$3.15
 *This includes kids/adults-Even if they are not swimming.

Miscellaneous

Community Camps/Day Cares \$3.00 CC \$3.15
 *This includes kids/adults-Even if they are not swimming.

Rentals \$150/per hour CC \$157.50
 Minimum 2 hours/After-hours only

Rentals \$150/per hour CC \$157.50
 Minimum 2 hours/After-hours only

Swim Lessons City	\$50	CC	\$52.50
Swim Lessons Non	\$100	CC	\$105

Swim Lessons City	\$50	CC	\$52.50
Swim Lessons Non	\$100	CC	\$105

Scholarships: Mayor to determine number of scholarships for qualifying individuals or families.

Replacement Card Fee: \$20.00

Replacement Card Fee: \$20.00

Schedule 3

Roger Scott Pool 2025

May 24 - August 10

Fee

Scholarship Fee

Monday-Friday

Swim Lessons 8-10am (Mon – Thurs only)
 Session 1 – Open Swim 8:00am – 10:30am
 Session 2 – Camp Swim 11:00am – 2:00pm
 Session 3 Open Swim 2:30 pm – 7:00 pm

Daily Admission

Adults (18+)	\$5.00	CC	\$5.25
Children (3-17)	\$4.00	CC	\$4.20
2 & Under	Free		
Seniors (50+)	\$4.50	CC	\$4.73

Daily Admission

Adults (18+)	\$2.50	CC	\$2.63
Children (3-17)	\$2.00	CC	\$2.10
2 & Under	Free		
Seniors (50+)	\$2.25	CC	\$2.36

Saturday

Session 1 – Open Swim 10am-2pm
 Session 2 – Open Swim 2:30-7pm

Memberships

Individual City	\$116	CC	\$121.80
Individual Non	\$168	CC	\$176.40
SR City	\$73	CC	\$76.65
SR Non	\$110	CC	\$115.50
Family City	\$187	CC	\$196.35
Family Non	\$282	CC	\$296.10
Family Add	\$55	CC	\$57.75

Memberships

Individual City	\$93	CC	\$97.65
Individual Non	\$134	CC	\$140.70
SR City	\$58	CC	\$60.90
SR Non	\$88	CC	\$92.40
Family City	\$150	CC	\$157.50
Family Non	\$226	CC	\$237.30
Family Add	\$44	CC	\$46.20

Memorial Day/July 4th/Labor Day

Session 1 – Open Swim 9am-12pm
 Session 2 – Open Swim 12:30pm-3:30pm

*Family is 2 adult 3 children – Any extra children are family add-on

*Family is 2 adult 3 children – Any extra children are family add-on

August 11 – September 1

Saturday

Session 1 – Open Swim 10am-2pm
 Session 2 – Open Swim 2:30-7pm

**Membership is valid at either Roger Scott or Cecil Hunter Pool

**Scholarship Pool Pass are valid at either Roger Scott or Cecil Hunter Pool

Sunday

Session 1 – Open Swim 12-3pm
 Session 2 – Open Swim 3:30-6pm

Miscellaneous

Community Camps/Day Cares \$3.00 CC \$3.15
 *This includes kids/adults-Even if they are not swimming.

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Scholarships: Mayor to determine number of scholarships for qualifying individuals or families.

Replacement Card Fee: \$20.00

Replacement Card Fee \$20.00

**CITY OF PENSACOLA SWIMMING
FACILITY MANAGEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2025~~4~~, provided that it must be executed by both parties no later than April 7, 2025 by and between the CITY OF PENSACOLA, a Florida municipal corporation (the “City”) and YOUNG MEN’S CHRISTIAN ASSOCIATION OF NORTHWEST FLORIDA, INC., a Florida not-for-profit corporation (the “YMCA”).

WITNESSETH:

WHEREAS, the City is the owner of the Cecil T. Hunter Swimming Facility located at 200 East Blount Street, Pensacola, Florida, and the Roger Scott Swimming Facility located at 2130 A Summit Boulevard, Pensacola, Florida;

WHEREAS, the City and the YMCA have agreed that the YMCA shall operate, maintain and manage the Hunter Pool (hereinafter defined) and Scott Pool (hereinafter defined) during the 2025, 2026, and 2027~~4~~ Swim Seasons (hereinafter defined) upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and for other goods and valuable consideration, the City and the YMCA hereby agree as follows:

(1) **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

(2) **Definitions.**

(a) “Capital Expenditures” shall mean expenditures to acquire assets for use at Hunter Pool or Scott Pool with an initial, individual cost of more than \$5,000.00 and an estimated useful life greater than one year.

(b) “City” shall mean the City of Pensacola, a Florida municipal corporation.

(c) “Closing Day” shall mean the last day of each Swim Season.

(d) “Costs” shall mean all direct costs and expenses of operating and maintaining the Hunter Pool and the Scott Pool, as budgeted or otherwise authorized by the City, including the direct costs of YMCA and leased employees performing services under this Agreement, but expressly excluding Capital Expenditures.

(e) “Effective Date” shall mean the date first set forth above which shall be the date this Agreement is fully executed by both parties.

(f) “Hunter Pool” shall mean only that portion of the Cecil T. Hunter Swimming Facility which is enclosed by the fence and includes the main building, swimming pool, pool deck, and cashier’s area. The term “Hunter Pool” does not include the fence itself, the parking lot or any other areas or improvements outside of the fence. Except to the extent of the YMCA’s negligence, the YMCA shall have no responsibilities with respect to the fence, the parking lot or any areas outside of the fence at the Cecil T. Hunter Swimming Facility.

(g) “Including” (which shall be used in the lower case) shall mean “including but not limited to.”

(h) “Monthly Invoice” is defined in Section 5 below.

(i) “One Time-Expenditure” shall mean an item of Cost paid, advanced or incurred by the YMCA which is unpredictable and randomly occurring and with respect to which the YMCA was required to devote minimal time or effort. An example of a One-Time Expenditure would be replacement of a pool pump where the YMCA was required to do little more than make a telephone call.

(j) “Opening Day” shall mean the first day of each Swim Season.

(k) “Revenues” shall mean all gross receipts and revenues of any kind generated at the Hunter Pool or the Scott Pool during each Swim Season, including daily admission fees, locker fees, vending machine receipts, swim lesson fees, private party fees and other user fees.

(l) “Scott Pool” shall mean only that portion of the Roger Scott Swimming Facility which is enclosed by the fence and includes the building, swimming pool, pool deck, and cashier’s area. The term “Scott Pool” does not include the fence itself, the parking lot or any other areas or improvements outside of the fence. Except to the extent of the YMCA’s negligence, the YMCA shall have no responsibilities with respect to the fence, the parking lot or any areas outside of the fence at the Scott Swimming Facility.

(m) “Swim Season” shall mean Memorial Day weekend through Labor Day weekend of each year for Normal Operating Hours as defined in Section (9)(a); provided that both parties may mutually agree to open earlier or remain open later.

(n) “Pre-season” shall mean the period from May 1st to Memorial Day.

~~(on)~~ “Term of this Agreement” is defined in Section 4 below.

~~(pe)~~ “YMCA” shall mean the Young Men’s Christian Association of Northwest Florida, Inc., a Florida not-for-profit corporation.

(3) **Management and Operation of the Hunter Pool and Scott Pool.** During each Swim Season ~~and Pre-season~~, the YMCA shall operate and manage the Hunter Pool and the Scott Pool in accordance with the terms and subject to the conditions of this Agreement.

(4) **Term of Agreement.** This Agreement shall commence on the Effective Date and shall terminate ~~at the close of Normal Operating Hours on Closing Day of the 2024 Swim Season~~ at midnight on the 15th day after the Closing Day of the 2027 Swim Season (such time period being hereinafter referred to as the “Term of this Agreement), unless sooner terminated by a party in accordance with the terms of this Agreement or unless renewed or extended pursuant to a written agreement duly executed by both parties. Unless otherwise provided in a written instrument executed by both parties, the terms of this Agreement shall apply to all renewals and extensions of this Agreement. This Agreement may be terminated by the City or by the YMCA for convenience upon ninety (90) days’ prior written notice by the terminating party to the non-terminating party.

(5) **Monthly Invoices for Costs, Capital Expenditures and YMCA Compensation.**

(a) The City shall be solely responsible for the payment of all Costs, One-Time Expenditures, and Capital Expenditures and shall reimburse the YMCA monthly for all Costs, One-Time Expenditures, and Capital Expenditures paid, advanced or incurred by the YMCA credited by the total amount of monthly Revenues collected by the YMCA, in accordance with this section and with the budget in Schedule 2, 2025~~4~~ YMCA Swim Season Budget (“Schedule 2”), attached hereto and incorporated herein by this reference. Schedule 2 shall be amended 90 days prior to the beginning of each Sswim Sseason to reflect the current Swim Season Budget and submitted to the Parks and Recreation Director or designee.

(b).-The parties acknowledge and agree that the reimbursable expenses for YMCA pool operations ~~are is~~ incorporated in the City of Pensacola Annual Budget ~~for FY24 in the amount of \$275,000.~~ The YMCA agrees not to exceed ~~this amount~~ the City’s Annual Adopted Budget for reimbursable expenses without prior written authorization from the ~~city~~ City. Both parties acknowledge and agree that some budgeted amount must be ascertainable to the City in advance, however, the parties also acknowledge and agree that Schedule 2 of this Agreement is based on current circumstances and planning predicable at the time of execution of this Agreement or in advance of each Sswim Sseason. In the event of unforeseen future changes resulting in variances from Schedule 2 and YMCA Swim Season Budgets for subsequent years as described in 5 (b), the YMCA shall immediately notify in writing the City of Pensacola’s Parks and Recreation Director or authorized designee; by email or post to 222 West Main Street, Pensacola, FL 32502. Nothing herein shall be construed to allow YMCA to exceed their total allocated budget without prior written permission from the City. Both parties acknowledge and agree that if written permission to exceed the budget is not given, the City may need to reduce operating hours, increase fees, or take other measures to reduce reimbursable pool operation expenses so the YMCA does not exceed their swim season budget and the YMCA agrees to work amicably with the City to facilitate such measures. Additionally, any purchase greater than Twenty-Five Thousand Dollars (\$25,000) must be approved by the City in writing.

(c) On or before the fifteenth (15th) day of each month during the Term of this Agreement, the YMCA shall submit to the City an itemized invoice (the “Monthly Reimbursement Invoice”)

listing all Costs, One-Time Expenditures, and Capital Expenditures paid, advanced or incurred by the YMCA during the preceding calendar month, together with other supporting documentation as the City may reasonably request. Without limiting the generality of the foregoing, each Monthly Invoice shall have as support the total amount of personnel expense by employee type. For purposes of this Agreement, the Agreed All-Inclusive Hourly Rates for YMCA Management Personnel are listed in Schedule 1 attached hereto and incorporated herein by reference (“Schedule 1”). Schedule 1 shall be amended and submitted to the Parks & Recreation Director or designee 60 days prior to each Swim Season to reflect the then-current hourly wage or salary rates of such employees. The Monthly Invoice shall also detail the Revenues collected in accordance with Section (6) below and reduce the total Monthly Reimbursement Invoice.

(d) As compensation for the services rendered by the YMCA for ~~each~~ the Swim Season, under this Agreement, The City shall pay the YMCA a management fee in the amount of \$15,000 per pool for a total of \$30,000 per Swim Season (“Management Fee”). The parties acknowledge and agree that, in the event one or both of the pools are not operated by the YMCA for any period of time in excess of fifteen (15) consecutive calendar days during the Swim Season the Management Fee shall be prorated based on the number of actual days of operation per pool per month. On or before the fifteen (15th) day of each month during the Swim Season, the YMCA shall submit to the City an invoice (the “Monthly Compensation Invoice”).

(e) Monthly Reimbursement Invoices and Monthly Compensation Invoices are hereinafter referred to individually, together and interchangeably as a “Monthly Invoice”. The City shall pay each Monthly Invoice within forty-five (45) days after receipt thereof including all necessary supporting documentation. The City shall pay a late charge equal to five percent (5%) of the amount of any Monthly Invoice that is not paid within such forty-five (45) day period in accordance with Florida Statue 218.74.

(6) **Revenues.** The YMCA shall collect all Revenues and shall keep written records of daily receipts of Revenues. The YMCA shall itemize all Revenues collected and received by the YMCA during the preceding calendar month on the Monthly Reimbursement Invoice, together with an itemized information sheet showing daily attendance at the pools and the sources of such Revenues and the daily records of such Revenues and other supporting documentation as the City may reasonably request.

(7) **YMCA’s Responsibilities.**

(a) General Operation; Pre-Opening and Closing Inspection. During each Swim Season and Pre-season, the YMCA shall operate the Hunter and Scott Pools in accordance with all applicable laws, rules and regulations (including local health department regulations) and with the minimum safety standards required by the City, including the City’s age-group standards. So long as the YMCA complies with the requirements of the preceding sentence, the YMCA, in its discretion, may operate the Hunter and Scott Pools in accordance with such other or higher standards as the YMCA deems desirable or as may be required by the YMCA’s insurance carriers. The YMCA shall have the sole right and responsibility to determine the number and qualifications of all personnel performing services at the Hunter and Scott Pools, including lifeguards, and to determine all equipment required for the safe and efficient operation of the Hunter and Scott Pools.

60 Days pPrior to Opening Day of each Swim Season, the YMCA, with a City representative, shall inspect the Hunter and Scott Pools and shall provide to the City a written opening inspection report listing (i) required repairs or replacements and (ii) additional items of equipment deemed necessary by the YMCA in order to operate the Hunter and Scott Pools in a safe and efficient manner. The YMCA, with the City's consent, and at the City's expense, shall perform such repairs and replacements and/or procure such additional items of equipment at least 30 days prior to Opening Day of each Swim Season, and notify the City of any repairs unable to be made by that time with an updated timeline to complete. At all times, the City reserves the right to perform, at its expense, any and all repairs or replacements and provide such additional items of equipment. City, at its expense, shall either promptly perform such repairs and replacements and provide such additional items of equipment or, with the YMCA's consent, authorize the YMCA to perform such repairs and replacements and/or to procure such additional items of equipment. Within 10 days after the close of the Swim Season the YMCA shall provide to the City a listing of all inventory and hard goods on hand at the Hunter and Scott Pools, and inspect the Hunter and Scott Pools and shall provide to the City a post-season inspection report listing (i) required repairs or replacements and (ii) additional items of equipment deemed necessary by the YMCA in order to operate the Hunter and Scott Pools in a safe and efficient manner, so that the City may perform, at its discretion, such repairs during the off-season. Within 5 days of receipt of the inventory listing and post-season inspection report, the City shall inspect the Hunter and Scott Pools to verify the inventory count and ensure that no additional repairs or replacements are necessary or warranted.

(b) Programs, Events, Activities and Fees. The City authorizes the YMCA to conduct or allow, during each Swim Season, such open swimming, programs, events and activities at the Hunter and Scott Pools as the YMCA deems desirable; provided that the fees and charges for the use of the Hunter and Scott Pools shall be determined by the City in its sole discretion. The 2024 Fee Schedule is attached hereto and incorporated herein by this reference as Schedule 3 ("Schedule 3"), and shall be amended prior to each Swim season to reflect the then as of current fee schedule. In the interest of maximizing public access, the YMCA shall not rent out the Hunter and Scott Pools exclusively to private parties during normal operating hours without prior approval from the Parks & Recreation Director or designee.

(c) Staffing. During each Swim Season, the Hunter and Scott Pools shall be staffed solely by YMCA personnel, all of whom shall be employees of the YMCA and not employees of the City; provided that the YMCA, at its option, may "lease" any or all of such employees. The YMCA shall pay or cause to be paid wages, state unemployment insurance, federal unemployment insurance, workers' compensation insurance and normal and customary benefits (if any) with respect to each such YMCA employee, and all such amounts paid to or on behalf of each such YMCA employee shall be considered to be Costs for which the City shall reimburse the YMCA in accordance with Section (5) above. The YMCA shall also withhold, or cause to be withheld, income taxes, social security and any other amounts required by law to be withheld from the wages payable to each such YMCA employee.

(d) Additional YMCA Personnel Requirements. The YMCA shall perform or comply with the following provisions:

1. The YMCA shall train all personnel working at the Hunter and Scott Pools during each Swim Season. YMCA shall provide to the City copies of all training logs for YMCA staff performing services under this Agreement within ten (10) business days of written request by the City.
2. All YMCA personnel working at the Hunter and Scott Pools shall have proper credentials and training and shall comply with Florida Statutes regulating public swimming and bathing facilities pertaining to pool service technicians, swimming instructors and lifeguards. Without limiting the generality of the foregoing, all YMCA lifeguards at the Hunter and Scott Pools shall have current certifications issued by the YMCA, Red Cross, Ellis, Starguard or other nationally recognized lifeguard certifier. YMCA shall provide to the City copies of current certifications for all YMCA staff performing services under this Agreement within ten (10) business days of written request by the City.
3. All YMCA personnel working at the Hunter and Scott Pools shall be required to complete a State approved background check and a drug test from a site approved by the YMCA prior to employment. The YMCA shall confirm with the City that all YMCA personnel working at the Hunter and Scott Pools have had an approved background check and a drug test and YMCA shall provide to the City copies of such documentation within ten (10) business days of written request by the City.
4. All on-duty YMCA personnel working at the Hunter and Scott Pools shall wear a YMCA-approved uniform for men and women.
5. All YMCA personnel working at the Hunter and Scott Pools shall be required to participate in the YMCA's orientation training and YMCA shall provide to the City documentation of such within ten (10) business days of written request by the City.
6. All on-duty YMCA personnel working at the Hunter and Scott Pools shall have the authority to enforce all City and YMCA rules applicable at the Hunter and Scott Pools and to discipline anyone inside the Hunter and Scott Pools in accordance with the published and posted rules of the City and the YMCA.
7. The YMCA's full time management staff, primarily the YMCA's Aquatics Director, shall supervise all YMCA personnel working at the Hunter and Scott Pools.

(e) Personnel Responsibilities. YMCA personnel shall perform the following duties at the Hunter and Scott Pools:

1. Lifeguard main pool and zero depth entry pool.
2. Check water chemistry and record readings as required by Health Department. The YMCA shall provide the chemical logs upon request of the City within ten (10) business days of written request by the City.
3. Maintain chlorine and pH balance of pool water as required.
4. Clean tiles around pool edge as needed.
5. Run filtration system continually and back wash filtration system as needed.
6. Clean pump system hair and lint strainer basket(s) as needed.
7. Pick up trash in swimming pool area as needed.
8. Vacuum pool as needed.
9. Empty trash receptacles as needed.
10. Straighten deck furniture as needed.
11. Clean bathhouse facilities daily, keep open to the public, when the pools are open, and inspect between swim sessions.
12. Replenish janitorial supplies in bathhouse as needed.
13. Enforce City and YMCA rules for the safety and convenience of all pool users.
14. Appropriately address any inappropriate actions by any swimming pool participants.
15. Call 911 if a situation warrants.
16. Report to City (verbally and in writing) all incidents that require any first aid treatment or medical attention (if known).
17. Lock and secure facility upon closing (if applicable).
18. Man the Hunter and Scott Pools entrance and handle all admissions to facility.
19. Conduct a walkthrough of the facilities to ensure vacancy between swim sessions and prior to closing.

20. Develop and manage aquatic programs.

21. Develop cash management system.

(f) Pool Opening Duties. After the closing of the pool each day and before opening the pool the following day to swimmers, the YMCA shall complete the following on a daily basis or as required:

1. Clean pool (pool must be algae free).
2. Clean off pool deck.
3. Inspect pool test kits.
4. Visually inspect all filtration equipment, chemical feed pumps, gauges, flow meters and pressure gauge.
5. Visually inspect all skimmers, vacuum, returns, and deck hardware.
6. Visually inspect slides, guard chairs and ladders.
7. Clean bathhouse.
8. Apply all necessary chemicals to establish proper levels in accordance with paragraph (h) below.
9. Set out and clean deck furniture.

10. Clean and organize office, guard room, pump room, and storage facilities on site.

10.

(g) Pre-Season Duties. Starting May 1st, the YMCA shall conduct all of the Pool Opening duties in paragraph (f) at a time and frequency sufficient to be ready for Opening Day of the Swim Season in addition to the following:

1. Remove debris and trash from pool covers and the facility.
2. De-winterize any equipment and inspect for damages.
3. Reconnect pool equipment and accessories including but not limited to pressure gauges, flow meters, and skimmer baskets.
4. Add water and inspect for leaks.
5. Start equipment to ensure operational.
6. Clean pool surfaces thoroughly to remove algae and other buildups.
7. Skim any remaining debris off the surface.
8. Filter water continuously for 12 hours.
9. Test water to obtain overall water quality.

10. Maintain chemical levels in accordance with paragraph (h) including retesting and adjusting.

(hg) Water Quality. YMCA shall be responsible for maintaining the condition of the swimming pool water within the requirements of the local health department while pool is open to swimmers. YMCA shall monitor, record and maintain the appropriate levels of free chlorine, pH, total alkalinity, calcium hardness and cyan uric acid. YMCA shall take reasonable measures to ensure proper water quality at all times, including at closing, but the City acknowledges that water quality will change hourly based on the elements and other matters beyond the YMCA's control. Accordingly, the YMCA shall not be liable for any loss of revenues, damage to equipment or other damage resulting from improper water quality unless such improper water quality is solely caused by the negligence, recklessness or intentional wrongful misconduct of YMCA personnel. If, in the discretion of the YMCA, it is determined that the water quality is insufficient to properly operate the pool at opening or any other time, the YMCA shall have the right to close the pool for such period of time as shall be necessary to correct the water quality, without any change or adjustment of the provisions of this Agreement. Further, the YMCA shall close the pool and appropriately treat the pool water as required by applicable laws, rules and regulations in the event that the YMCA becomes aware that fecal matter, vomit or blood has contaminated the pool, without any change or adjustment of the provisions of this Agreement.

(ih) Marketing. The YMCA shall assist in funding mutually agreeable joint marketing and promotional efforts to promote the Hunter and Scott Pools and the City-YMCA collaboration.

(ji) Chemicals. Subject to the provisions of Section 7(a) above, prior to ~~Opening Day~~ May 1st preceding of each Swim Season and from time to time as needed during each Swim Season, the YMCA, shall purchase and supply all pool chemicals necessary to maintain proper water chemistry and quality pursuant to Section 7(g) above, to include as necessary: chlorine, diatomaceous earth, algaecide, calcium chloride, soda ash, sodium bicarbonate, pool acid stabilizer and salt. Should additional chemicals or labor be required in order to maintain or correct pool water chemistry due to failure or breakdown of pool equipment or loss of water due to a defect in or breakdown of the pool or recirculation system, YMCA shall notify City of such breakdown or defect. City will make all necessary repairs as quickly as possible. Should the City be unable to make the repairs in a timely manner, City agrees to pay for any expenses incurred by the YMCA for additional chemicals and/or labor costs required to correct the problem.

(kj) Cleaning Supplies and Equipment. Subject to the provisions of Section 7(a) above, prior to ~~Opening Day~~ May 1st preceding of each Swim Season and from time to time as needed during each Swim Season, the YMCA, shall purchase and supply all necessary cleaning supplies and equipment, including water hoses and nozzles, mops, brooms, buckets, dust pans, toilet bowl brushes and cleaners, all-purpose cleaners, disinfectants, soap, paper towels, light bulbs, trash receptacles, trash bags, gas blower and gasoline necessary to maintain exemplary management of the Hunter and Scott Pools.

(lk) Pool, Lifesaving and Safety Supplies and Equipment. Subject to the provisions of Section 7(a) above, prior to Opening Day of each Swim Season and from time to time as needed during each Swim Season, the YMCA shall purchase and supply all necessary pool, lifesaving and

safety supplies and equipment, including a complete first aid kit and first aid supplies satisfactory to the YMCA and in compliance with local health department regulations, an Automatic External Defibrillator (“AED”), life jackets, ring buoys, throw ropes, rescue tubes, swim aids, lifeguard stand with umbrella, pool chemical test kit and chemical feed pump.

(m) Internal Controls, Records, Audit and Budgets. The YMCA shall establish and maintain internal controls adequate to ensure that all Costs paid, advanced or incurred by the YMCA are properly supported, approved and included in a budget approved by the City and that all Revenues are collected, deposited timely and reflected on the Monthly Invoice to the City. All such Costs paid, advanced or incurred by the YMCA pursuant to such approved budget are hereby deemed approved by the City, and the YMCA is hereby authorized to make expenditures in accordance with such approved budget without further requests to or authorization from the City. YMCA shall keep a separate accounting of City funds and keep records and accounts of its financial affairs relating to the operation and management of the Hunter and Scott Pools which shall be available for examination and audit by the City for a period of three (3) years following the termination of this Agreement and all other pending matters are closed. Upon request, the YMCA shall produce all documents required by the City’s auditors detailing the expenditure of City monies. Further, the YMCA shall furnish, if otherwise available and if requested by the City, a copy of any audit report or other financial examination report of YMCA operations during the Term of this Agreement prepared by an independent certified public accountant licensed and in good standing in the State of Florida.

(nm) Budgets. The budget for the 2024 Swim Season, which has been approved by the City and the YMCA, is attached hereto as Schedule 2 and is incorporated herein by reference. 60 Days pPrior to Opening Day May 1 of each Swim Season, the City and the YMCA shall agree upon a budget for such Swim Season, and Schedule 2 to this Agreement shall be amended to include such budget.

(8) City’s Responsibilities.

(a) Non-Swim Season. Except as otherwise expressly provided in this Agreement during a Swim Season and Pre-season, the City shall be solely responsible for the regulation, operation, care, maintenance, repair and security of the Hunter and Scott Pools.

(b) Outside the Fence Areas. At all times during the Term of this Agreement, the City shall be solely responsible for the regulation, operation, care, maintenance, repair and security of the fence surrounding the Hunter and Scott Pools and all portions of the Hunter and Scott Pools outside of such fence, including the parking lot.

(c) Access to the Hunter and Scott Pools. Beginning May 1st of each preceding each, Swim Season, and at other times to facilitate additional responsibilities, and continuing during each Swim Season, the City shall permit the YMCA and its employees to have free and unrestricted access to the Hunter and Scott Pools. City shall provide to the YMCA three (3) sets of keys to all locks required to access and operate the Hunter and Scott Pools at least two weeks by May 1st prior to Opening Day of each Swim Season. Further, the City shall provide to the YMCA three (3) sets of new keys within three (3) days prior to any change of the existing locks for the

Hunter and Scott Pools. The YMCA shall provide keys to authorized personnel only. Notwithstanding the foregoing, the YMCA may at any time and from time to time, in its discretion, change any or all locks at the Hunter and Scott Pools, provided that the YMCA shall promptly provide to the City three (3) sets of new keys to each lock. In such event, the City shall provide such keys only to authorized personnel requiring access to the Hunter and Scott Pools during the Swim Season.

(d) Telephone and Other Utilities. During each Swim Season, the City, at its sole expense, shall install, activate and maintain in working order an operational touch tone, land-line telephone, capable of both receiving and sending calls, which shall be accessible to the YMCA's lifeguards at pool side. Consistent with health department regulations and for safety reasons, the pool shall be open only when the telephone is operational. The City shall also provide, at its sole expense, such other utilities services (e.g., electricity, natural gas, air-conditioned building, water and sewer, and trash/garbage pickup) as are required for the safe and efficient operation of the Hunter and Scott Pools. Should YMCA determine that internet access is required for pool operations during the Swim Season, the YMCA may facilitate the activation of the service prior to the Swim Season, provided YMCA deactivates the service at the close of the Swim Season. The City will reimburse the YMCA for the installation and cost of the internet service as mutually agreed to by the parties prior to commitment and activation of the internet service.

(e) Health Department Inspection/Notice. Prior to Opening Day of each Swim Season, the City shall provide to the YMCA the local health department's inspection and notice for the Hunter and Scott Pools indicating that the pools are in compliance with applicable rules and regulations.

(f) City's Pool Rules. Not less than ~~two~~four weeks prior to Opening Day of each Swim Season, the City shall provide to the YMCA a copy of the City's rules and regulations pertaining to the Hunter and Scott Pools.

(g) Maintenance, Repairs and Replacements. The City shall be solely responsible for the cost of all maintenance, repairs and replacements at the Hunter and Scott Pools, including repairs and replacements necessitated by fire, wind, water, theft, or vandalism; provided that YMCA employees shall perform the routine cleaning and maintenance services set forth elsewhere in this Agreement. Prior to Opening Day of each Swim Season, the City shall ensure that all buildings, improvements and equipment at the Hunter and Roger Scott Pools are in good working order and condition. In the event the YMCA identifies a needed item of maintenance, repair or replacement, the YMCA shall notify the City in writing, and the City shall promptly either cause such maintenance, repair or replacement work to be accomplished or shall, with the YMCA's consent, authorize the YMCA to accomplish or cause to be accomplished such maintenance, repair or replacement work. Any of the foregoing to the contrary notwithstanding, the YMCA shall be solely responsible for the costs of repairing any damage which is solely the result of the negligence, recklessness or intentional wrongful misconduct of the YMCA or any YMCA employee. Any of the foregoing to the contrary notwithstanding, if in the YMCA's good faith judgment it would be impractical under the circumstances to give prior notice to the City, the YMCA shall be entitled to make such maintenance, repairs and replacements without prior notice to the City, but the YMCA shall give the City written notice of such repairs as soon as reasonably practical thereafter.

(h) Questions, Complaints, Comments and Suggestions. The City shall promptly communicate directly with the YMCA CEO or designee, with regard to any questions, complaints, comments and suggestions from the City or any citizen or user of the Hunter and Scott Pools concerning the Hunter and Scott Pools, the YMCA's pool staff, the YMCA's management, the YMCA's operation of the Hunter and Scott Pools, or the YMCA's performance of its obligations and services under this Agreement.

(i) YMCA Signage. The City shall allow the YMCA to display YMCA signage at the Hunter and Scott Pools, subject to the City's reasonable prior approval.

(j) Marketing. The City shall assist in funding mutually agreeable joint marketing and promotional efforts to promote the Hunter and Scott Pools and the City-YMCA collaboration.

(9) Hours of Operation; Rain Days; Pool Closing.

(a) Normal Operating Hours. The normal operating hours of the Hunter Pool during each Swim Season ~~shall be from 9:00 a.m. to 6:00 p.m. Monday—Friday, from 10 a.m.—6 p.m. Saturday, and from Noon to 6 p.m. Sunday. The normal operating hours of the Scott Pool during the Swim Season shall be from 8 a.m. to 7:00 p.m., Monday—Friday, from 10 a.m.—7 p.m. Saturday, and from Noon to 6 p.m. Sunday, with the following exceptions: Upon the first day of school, pursuant to the Escambia County School District Calendar released annually by the Escambia County School District, weekdays, Monday through Friday will be closed. Additionally, on Memorial Day, July 4th, and Labor Day holidays, operating hours at Roger Scott pool will be 9:00 a.m.—3:30 p.m. and Hunter Pool hours will be 10:30 a.m.—3:30 p.m. Weekend hours will remain unchanged~~are specified in Schedule 3, and subject to amendment each year, and at any time during the season, at the discretion of City of Pensacola Parks & Recreation Director or designee, by giving the YMCA written notice of such changes. The utilization of the swimming pool (which may include, but not be limited to, open swimming, lap swimming, swim lessons, swim team practice, private parties, staff shortages and down time for cleaning) during those operating hours shall be in the discretion of the **YMCA in consultation with the Parks & Recreation Director or designee.** At any time during the season, the City of Pensacola Parks & Recreation Director or designee may adjust normal operating hours and pool utilization activities at their discretion by giving the YMCA written notice.

(b) Weather-Related Pool Closings. The YMCA shall, in its good faith discretion, close the pool temporarily, for all or any part of any day or days, as and when the YMCA deems necessary or prudent because of threatened or actual inclement weather, without any change or adjustment of the provisions of this Agreement. The YMCA shall notify all user groups that have a scheduled pool activity of such closings as soon as a decision is made to close the pool for all or any part of any day or days.

(c) Emergency Pool Closings. Either the City or the YMCA may, in its good faith discretion, close the pool temporarily, for all or any part of any day or days, in the event of any emergency caused by equipment breakdown, repairs, acts of God or other causes beyond the control of the YMCA or the City, without any change or adjustment of the provisions of this

Agreement. The YMCA shall notify all user groups that have a scheduled pool activity of such closings as soon as a decision is made to close the pool for all or any part of any day or days.

(d) Closing for Remainder of Season. In the event that the pool becomes non-operational or unsafe due to unforeseen circumstances which are not the fault of either party, and as a result thereof the pool must be closed for the remainder of the then-current Swim Season, the Hunter and Scott Pools shall be closed for the remainder of the then-current Swim Season, whereupon the parties shall comply with their respective obligations under this Agreement and, in addition, shall negotiate in good faith a fair and equitable adjustment with respect to any other amounts due or owing by either party to the other as a result of such early closing.

(10) Insurance and Indemnification.

(a) During the Term of this Agreement, the YMCA, at its sole expense, shall procure and maintain insurance of the types and to the limits specified in this Section 10. The policies of insurance evidenced by the insurance certificates heretofore or hereafter submitted to the City by or on behalf of the YMCA shall be deemed acceptable to the City unless and to the extent that the City delivers to the YMCA written objections thereto specifying any perceived deficiencies within thirty (30) days after the later of the date of this Agreement or the City's receipt of the insurance certificate, whichever is later. The policies of insurance evidenced by subsequent renewal certificates submitted to the City shall be deemed acceptable to the City unless and to the extent that the City delivers to the YMCA written objection thereto specifying any perceived deficiencies within thirty (30) days after the City's receipt of the renewal insurance certificate.

(b) As used in this Section 10, the term City shall mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

(c) Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the protection of both the YMCA and the City.

(d) Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

1. Workers' Compensation. The YMCA shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations required by law. Additionally, such workers' compensation insurance policy, or a separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person -accident, **\$100,000** each person - disease, **\$500,000** aggregate - disease.
2. Commercial General, Automobile and Umbrella Liability Coverage. The YMCA shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability policy filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage

shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of **\$1,000,000** per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the YMCA agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

3. Commercial General Liability. Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. This policy must be endorsed to include coverage for Abuse/Molestation. Fire Legal Liability must be provided with minimum limits of \$100,000 per occurrence. The coverage shall be written on occurrence-type basis.
4. Business Auto Policy. Business Auto Policy coverage must be provided if applicable, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use. Evidence of personal automobile coverage may be provided for each staff member in lieu of a business automobile policy.
5. Umbrella Liability Insurance. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage's. The coverage shall be written on an occurrence-type basis.

(e) Certificates of Insurance. Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this Agreement shall be listed. If required by the City, the YMCA shall furnish copies of the YMCA's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The YMCA shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not replaced within a time period that is reasonable under the circumstances, in a manner reasonably acceptable to the City, the YMCA shall, upon instructions of the City, cease all operations under the

Agreement until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521.

(f) Insurance of the YMCA Primary. The YMCA required coverage shall be considered primary and all other insurance shall be considered as excess, over and above the YMCA's coverage. The YMCA's policies of coverage will be considered primary as relates to all provisions of the Agreement.

(g) Loss Control and Safety. The YMCA shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the YMCA shall not be deemed to be an agent of the City. In fulfilling its responsibilities under this agreement, the YMCA shall not employ or utilize the volunteer services of any person who has been convicted of or pled guilty or nolo contendere to or has had an adjudication withheld of any of the following charges: A sexual offense, child abuse, contributing to delinquency of a minor, or abuse of an elderly or vulnerable person. Reasonable precaution shall be exercised at all times by the YMCA for the protection of all persons, including employees, and property. The YMCA shall make reasonable effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

(h) Indemnification and Hold Harmless by YMCA. The YMCA shall indemnify and hold harmless the City, its officers and employees, from any and all liabilities, damages, losses, and costs, including reasonable attorney's fees, to the extent caused solely by the negligence, recklessness or intentional wrongful misconduct of the YMCA and persons employed or utilized by the YMCA in the performance of this Agreement. The YMCA's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

(i) Indemnity by City. To the full extent permitted by applicable law, up to the limits mandated by Florida Statutes Section 768.28, City shall indemnify and hold harmless the YMCA, its officers, agents, representative, employees and volunteers, from any and all liabilities, damages, losses, and costs, including reasonable attorney's fees, to the extent caused solely by the negligence, recklessness or intentional wrongful misconduct of the City and persons employed or utilized by the City in the performance of this Agreement.

(j) Sovereign Immunity by City. The City asserts sovereign immunity to the extent permitted by Florida law and within the limits of liability set forth in Florida Statutes Section 768.28. ~~The~~the City reserves the right in this agreement to assert any claim for relief to which it may be ~~intitles-entitled~~ in the event of a ~~branch-breach~~ or injury of any kind, and further reserves the right to assert any defense available to any claim which may be asserted against it, including the defense of sovereign immunity.

(k) City Self Insurance. The City is, and shall remain at all times during the Term of this Agreement, a qualified Self-Insurer under the applicable Florida Statutes and the regulations promulgated thereunder.

(11) Default; Termination of Agreement.

(a) Default by the YMCA. In the event that the YMCA defaults under any of its obligations under this Agreement, the City may exercise any and all remedies available to it at law, in equity or under this Agreement and, in addition, may terminate this Agreement by giving the YMCA not less than ten (10) days' written notice of termination; provided that in the event that such default is a default other than for the payment of Revenues to the City pursuant to Section 6 above, the City may not give notice to terminate this Agreement nor exercise any other rights or remedies by reason of such default until the City has given the YMCA written notice of such default and the YMCA has failed to cure such default within thirty (30) days after receipt of such notice. Notwithstanding the foregoing or any other provision of this Agreement, in no event shall the YMCA be liable to the City for consequential, special, exemplary or punitive damages.

(b) Default by the City. In the event that the City defaults under any of its obligations under this Agreement, the YMCA may exercise any and all remedies available to it at law, in equity or under this Agreement and, in addition, may terminate this Agreement by giving the City not less than ten (10) days' written notice of termination; provided that in the event that such default is a default other than for the payment of a Monthly Invoice pursuant to Section 5 above, the YMCA may not give notice to terminate this Agreement nor exercise any other rights or remedies by reason of such default until the YMCA has given the City written notice of such default and the City has failed to cure such default within thirty (30) days after receipt of such notice. Notwithstanding the foregoing or any other provision of this Agreement, in no event shall the City be liable to the YMCA for consequential, special, exemplary or punitive damages.

(12) Notices. All notices required or permitted by this Agreement to be given or delivered by one party to the other shall be deemed to have been duly given and received (i) when hand delivered to the office of the receiving party at its address set forth below; (ii) when successfully faxed to the receiving party at its fax number set forth below; or (iii) three days after mailing by U.S. certified mail, return receipt requested, to the receiving party at its address set forth below; provided that any notice that is received (whether by hand-delivery, fax or U.S. mail) by the receiving party on a Saturday, Sunday or legal holiday recognized by the State of Florida, or that is received by the receiving party after 5:00 p.m. on any business day, shall be deemed to have been delivered and received on the next day thereafter that is not a Saturday, Sunday or legal holiday.

(a) If to the City:

Director of Parks and Recreation Department
City of Pensacola
222 West Main Street
Pensacola, FL 32502
Work Telephone: 850.436.5679
Fax Number: 850.436.5199

With copy to:

City Administrator

222 West Main Street
Pensacola, FL 32502
Work Telephone: 850.435.1696
Fax Number: 850.435.1611

(b) If to the YMCA: Michael Bodenhause
CEO
YMCA of NW Florida
PO Box 13170
Pensacola, FL 32502
Work Telephone: 850.432.8327

Fax Number: 850.465.9924

With copy to: John P. Daniel
Beggs & Lane, RLLP
P. O. Box 12950 (32591-2950)
501 Commendancia Street
Pensacola, FL 32502
Work Telephone: 850.469.3312
Fax Number: 850.469.3331

(13) Miscellaneous.

(a) Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any litigation for the interpretation or enforcement of this Agreement shall be in Escambia County, Florida.

(b) Records. The parties acknowledge and agree that the YMCA is operating the pools on behalf of the City and as such may be subject to the public records law pursuant to Chapter 119, Florida Statutes, as amended.

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

(d) Survival. All provisions, which by their inherent character, sense and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

(e) Interpretation. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

(f) Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and

the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

(g) Further Actions. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

(h) No Waiver. The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

(i) Execution Deadline: This Agreement must be signed by all parties no later than April 7, 2025. If not executed by this date, the Agreement shall be deemed null and void unless an extension is agreed to in writing by both parties.

~~(h)~~

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and sealed as of the day and year first above written.

CITY OF PENSACOLA,
a Florida municipal corporation

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF NORTHWEST
FLORIDA, INC.,** a Florida not-for-profit
corporation

By: _____
D.C. Reeves
Mayor

By: _____
Michael Bodenhause , Chief Executive
Officer

Attest:

Attest:

City Clerk

By: _____
Printed name: _____
Corporate Secretary

Approved as to content:

Ben Heistein, Director of
Parks and Recreation Department

Legal in form and valid as drawn:

City Attorney

SCHEDULE 1

Agreed All-Inclusive Hourly Rates for YMCA Management Personnel

~~YMCA Executive Director~~ ~~\$52.28/hour~~

~~YMCA CFO~~ ~~\$57.75/hour~~

YMCA Staff Account \$29.74/hour

YMCA Aquatics Director \$29.70/hour

SCHEDULE 2

YMCA of Northwest Florida
2024 City Pool Swim Season Budget
May - September 2024

Account Number	Account Name	24-May Budget	24-Jun Budget	24-Jul Budget	24-Aug Budget	24-Sep Budget	2024 Budget
01-05-01-1010-020800	Government Fees & Grants - HP						-
01-05-01-1450-020800	Facility Rental Income - HP	-	-	-	-	3,500.00	3,500.00
01-05-01-1450-020900	Facility Rental Income RS	300.00	150.00	650.00	150.00	-	1,250.00
01-05-03-1300-020800	Program Income - HP Membership		200.00				200.00
01-05-03-1300-020900	Program - Pool Membership RS	263.00	1,000.00	679.00			1,942.00
01-05-03-1321-020800	Program-Daily Swim HP	1,050.00	4,600.00	5,533.00	1,800.00	211.00	13,194.00
01-05-03-1321-020900	Program-Daily Swim RS	4,000.00	16,000.00	14,200.00	6,900.00	655.00	41,755.00
01-05-03-1323-020900	Program-Swim Team RS						-
Total Revenue		5,613.00	21,950.00	21,062.00	8,850.00	4,366.00	61,841.00
01-05-01-2117-020800	NonEx- Training HP	800.00					800.00
01-05-01-2117-020900	NonEx -Training RS	800.00					800.00
01-05-01-2150-020800	NonEx - Clerical HP	2,050.00	6,200.00	6,400.00	3,300.00	400.00	18,350.00
01-05-01-2150-020900	NonEx - Clerical RS	2,500.00	8,500.00	9,000.00	4,300.00	700.00	25,000.00
01-05-01-2160-020800	NonEx - Maintenance HP	1,400.00	2,000.00	2,000.00	1,700.00	1,400.00	8,500.00
01-05-01-2315-020800	Payroll Taxes HP	1,155.00	3,040.00	3,130.00	1,680.00	400.00	9,405.00
01-05-01-2315-020900	Payroll Taxes RS	1,180.00	3,730.00	3,960.00	1,870.00	350.00	11,090.00
01-05-01-2460-020800	Contract Services iSolved HP	250.00	250.00	250.00	250.00	150.00	1,150.00
01-05-01-2460-020900	Contract Services iSolved RS	250.00	250.00	250.00	250.00	150.00	1,150.00
01-05-01-2591-020800	Supplies-Office HP	100.00	-	-	-	-	100.00
01-05-01-2591-020900	Supplies-Office RS	100.00	-	-	-	-	100.00
01-05-01-2620-020900	Telephone	290.00	190.00	190.00	190.00	50.00	910.00
01-05-01-2843-020800	R&M Bldg & Grounds - HP	2,500.00	2,500.00	-	-	-	5,000.00
01-05-01-2843-020900	R&M Bldg & Grounds RS	2,500.00	2,500.00	-	-	-	5,000.00
01-05-01-2930-020800	Expendable Equipment Purchases - HP	500.00	-	-	-	-	500.00
01-05-01-2930-020900	Expendable Equipment Purchases - RS	500.00	-	-	-	-	500.00
01-05-01-3210-020800	Travel Reimbursement - HP	65.00	70.00	25.00	30.00	10.00	200.00
01-05-01-3210-020900	Travel Reimbursement - RS	65.00	100.00	100.00	30.00	10.00	305.00
01-05-01-3280-020800	Pre-employment Screening - HP	600.00	400.00	115.00	40.00	-	1,155.00
01-05-01-3280-020900	Pre-employment Screening - RS	600.00	400.00	115.00	40.00	-	1,155.00
01-05-01-3720-020800	Bank Service Fees - HP	-	5.00	52.00	55.00	21.00	133.00
01-05-01-3720-020900	Bank Service Fees - RS	-	64.00	319.00	340.00	139.00	862.00
01-05-01-3810-020800	Insurance General Liability	553.00	553.00	553.00	553.00	553.00	2,765.00
01-05-01-3810-020900	Insurance General Liability	818.00	818.00	818.00	818.00	818.00	4,090.00
01-05-02-3331-020800	Employee Uniforms - HP	675.00	-	-	-	-	675.00
01-05-02-3331-020900	Employee Uniforms - RS	675.00	-	-	-	-	675.00
01-05-03-2100-020800	Full-time Staff	1,600.00	4,900.00	5,000.00	2,600.00	1,000.00	15,100.00
01-05-03-2100-020900	Full-time Staff	1,700.00	5,800.00	6,200.00	2,900.00	1,000.00	17,600.00
01-05-03-2120-020800	NonEx - Lifeguard HP	5,700.00	17,300.00	17,900.00	9,200.00	1,200.00	51,300.00
01-05-03-2120-020900	NonEx Lifeguard RS	6,800.00	23,000.00	24,400.00	11,500.00	1,800.00	67,500.00
01-05-03-2520-020800	Supplies-Pool Chemical HP	5,500.00	5,500.00	7,000.00	5,000.00	2,200.00	25,200.00
01-05-03-2520-020900	Supplies-Pool Chemical RS	7,000.00	6,500.00	10,000.00	6,000.00	2,200.00	31,700.00
01-05-03-2540-020800	Supplies-Program HP	1,000.00	1,338.00	-	-	-	2,338.00
01-05-03-2540-020900	Supplies-Program RS	1,000.00	1,448.00	-	-	-	2,448.00
01-05-03-2560-020800	Supplies - Janitorial - HP	400.00	50.00	100.00	50.00	-	600.00
01-05-03-2560-020900	Supplies - Janitorial - RS	250.00	50.00	200.00	50.00	-	550.00
	All Inclusive Hourly Rate	6,000.00					6,000.00
Total Expense		57,876.00	97,456.00	98,077.00	52,746.00	14,551.00	320,706.00
Change in Net Assets		(52,263.00)	(75,506.00)	(77,015.00)	(43,896.00)	(10,185.00)	(258,865.00)
	Reimbursement	\$ (52,263.00)	\$ (75,506.00)	\$ (77,015.00)	\$ (43,896.00)	\$ (10,185.00)	\$ (258,865.00)
	Management Fee	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (30,000.00)
		\$ (58,263.00)	\$ (81,506.00)	\$ (83,015.00)	\$ (49,896.00)	\$ (16,185.00)	\$ (288,865.00)

YMCA of Northwest Florida
2023 City Pool Swim Season
May - September 2023

Account Number	Account Name	May Actual	Jun Actual	Jul Actual	Aug Actual	Sep Actual	Grand Total
01-05-01-1010-020800	Government Fees & Grants - HP	32,563.95	65,072.21	63,927.86	44,652.01	19,785.66	226,001.69
01-05-01-1450-020800	Facility Rental Income - HP	0.00	0.00	534.00	0.00	3,330.00	3,864.00
01-05-01-1450-020900	Facility Rental Income RS	500.00	150.00	615.60	157.80	0.00	1,423.40
01-05-03-1300-020800	Program Income - HP Membership	0.00	189.36	0.00	0.00	0.00	189.36
01-05-03-1300-020900	Program - Pool Membership RS	263.00	980.46	679.00	0.00	0.00	1,922.46
01-05-03-1321-020800	Program-Daily Swim HP	1,040.20	4,519.52	5,532.98	1,785.22	210.51	13,088.43
01-05-03-1321-020900	Program-Daily Swim RS	3,920.46	15,725.46	14,122.01	6,895.25	654.85	41,318.03
01-05-03-1323-020900	Program-Swim Team RS	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue		38,287.61	86,637.01	85,411.45	53,490.28	23,981.02	287,807.37
01-05-01-2117-020800	NonEx- Training HP	612.49	0.00	0.00	0.00	0.00	612.49
01-05-01-2117-020900	NonEx -Training RS	773.25	0.00	0.00	0.00	0.00	773.25
01-05-01-2150-020800	NonEx - Clerical HP	715.72	4,356.80	5,879.97	2,397.08	1,135.82	14,485.39
01-05-01-2150-020900	NonEx - Clerical RS	979.02	7,082.33	7,003.05	2,541.00	1,608.10	19,213.50
01-05-01-2160-020800	NonEx - Maintenance HP	1,286.55	1,980.50	1,732.30	1,511.30	1,270.90	7,781.55
01-05-01-2315-020800	Payroll Taxes HP	506.54	2,187.17	2,276.64	1,116.43	489.10	6,575.88
01-05-01-2315-020900	Payroll Taxes RS	506.55	2,179.44	2,276.64	1,123.70	489.09	6,575.42
01-05-01-2460-020800	Contract Services iSolved HP	192.55	251.57	249.00	246.62	146.23	1,085.97
01-05-01-2460-020900	Contract Services iSolved RS	192.55	238.33	249.00	259.60	146.23	1,085.71
01-05-01-2591-020800	Supplies-Office HP	4.38	27.08	7.50	52.67	0.00	91.63
01-05-01-2591-020900	Supplies-Office RS	4.37	64.08	7.49	0.00	0.00	75.94
01-05-01-2620	Telephone	0.00	0.00	187.99	187.99	25.06	401.04
01-05-01-2620-020900	Telephone	287.49	187.99	0.00	0.00	0.00	475.48
01-05-01-2843-020800	R&M Bldg & Grounds - HP	0.00	1,514.39	511.95	4,585.00	25.61	6,636.95
01-05-01-2843-020900	R&M Bldg & Grounds RS	0.00	4,367.07	626.72	2,021.98	0.00	7,015.77
01-05-01-2930-020800	Expendable Equipment Purchases - HP	0.00	219.59	0.00	229.00	0.00	448.59
01-05-01-2930-020900	Expendable Equipment Purchases - RS	0.00	43.14	0.00	0.00	0.00	43.14
01-05-01-3210-020800	Travel Reimbursement - HP	64.96	67.84	23.74	29.95	7.29	193.78
01-05-01-3210-020900	Travel Reimbursement - RS	64.96	94.76	96.35	29.95	7.29	293.31
01-05-01-3280-020800	Pre-employment Screening - HP	594.36	386.04	110.60	38.60	0.00	1,129.60
01-05-01-3280-020900	Pre-employment Screening - RS	594.36	386.04	110.60	38.60	0.00	1,129.60
01-05-01-3720-020800	Bank Service Fees - HP	0.00	4.90	41.13	54.68	20.22	120.93
01-05-01-3720-020900	Bank Service Fees - RS	0.00	63.46	318.67	340.21	138.65	860.99
01-05-01-3810-020800	Insurance General Liability	500.00	500.00	500.00	500.00	500.00	2,500.00
01-05-01-3810-020900	Insurance General Liability	500.00	500.00	500.00	500.00	500.00	2,500.00
01-05-01-3910-020900	Bank Service Charges - RS	0.00	0.00	0.00	0.00	0.00	0.00
01-05-02-3331-020800	Employee Uniforms - HP	232.62	52.00	0.00	0.00	0.00	284.62
01-05-02-3331-020900	Employee Uniforms - RS	232.63	52.01	0.00	0.00	0.00	284.64
01-05-03-2100-020800	Full-time Staff	467.60	2,111.01	3,225.29	2,018.25	384.57	8,206.72
01-05-03-2100-020900	Full-time Staff	259.31	2,596.42	2,349.21	1,583.46	394.74	7,183.14
01-05-03-2120-020800	NonEx - Lifeguard HP	2,364.96	14,990.52	15,979.38	7,568.77	3,155.73	44,059.36
01-05-03-2120-020900	NonEx Lifeguard RS	3,267.53	19,639.13	19,191.43	7,681.43	2,856.39	52,635.91
01-05-03-2520-020800	Supplies-Pool Chemical HP	6,116.50	4,910.00	4,620.00	3,266.00	2,340.00	21,252.50
01-05-03-2520-020900	Supplies-Pool Chemical RS	6,244.00	5,465.00	10,200.00	7,424.00	2,340.00	31,673.00
01-05-03-2540-020800	Supplies-Program HP	767.47	3,494.56	293.85	0.00	0.00	4,555.88
01-05-03-2540-020900	Supplies-Program RS	767.47	594.35	274.84	0.00	0.00	1,636.66
01-05-03-2560-020800	Supplies - Janitorial - HP	357.36	0.00	29.49	96.67	0.00	483.52
01-05-03-2560-020900	Supplies - Janitorial - RS	157.06	29.49	182.22	47.34	0.00	416.11
Total Expense		29,614.61	80,637.01	79,055.05	47,490.28	17,981.02	254,777.97
Change in Net Assets		8,673.00	6,000.00	6,356.40	6,000.00	6,000.00	33,029.40

SCHEDULE 3

Cecil Hunter Pool 20254

May 25-Aug 11	Fee			
Monday-Friday	Daily Admission			
	Adults (18+)	\$4.00	CC	\$4.20
Swim Lessons <u>8-9am</u> ; <u>9-9</u> 10am (B/G Club)	Children (3-17)	\$3.00	CC	\$3.15
Session 1 – Open Swim 9:00am – 1:30pm	2 & Under	Free		
Session 2 – Open Swim 2:00pm – 5:00pm	Seniors (50+)	\$3.50	CC	\$3.68
Swim Lessons 5:00 pm – 6:00 pm				
	Memberships			
Saturday	Individual City	\$105	CC	\$110.25
Session 1 – Open Swim 10am-2pm	Individual Non	\$153	CC	\$160.96
Session 2 – Open Swim 2:30-6pm	SR City	\$66	CC	\$69.30
	SR Non	\$100	CC	\$105
Sunday	Family City	\$170	CC	\$178.50
Session 1 – Open Swim 12-3pm	Family Non	\$256	CC	\$268.80
Session 2 – Open Swim 3:30-6pm	Family Add	\$50	CC	\$52.50
Memorial Day/July 4th/Labor Day	*Family is 2 adult 3 children – Any extra children are family add-on			
Session 1 – Open Swim 9:00am-3:30pm				
	Miscellaneous			
	Community Camps/Day Cares \$3.00 CC \$3.15			
Aug 12 – Sept 1	*This includes kids/adults-Even if they are not swimming.			
Saturday				
Session 1 – Open Swim 10am-2pm	Rentals	\$150/per hour	CC	\$157.50
Session 2 – Open Swim 2:30-6pm	Minimum 2 hours/After hours only			
	Swim Lessons City	\$50	CC	\$52.50
Sunday	Swim Lessons Non	\$100	CC	\$105
Session 1 – Open Swim 12-3pm	Scholarships: Mayor to determine number of scholarships for qualifying individuals or families			
Session 2 – Open Swim 3:30-6pm				

Roger Scott Pool 20254

May 25 – Aug 11th	Fee			
Monday-Friday	Daily Admission			
Swim Lessons 8-9am	Adults (18+)	\$4.00	CC	\$4.20
Session 1 – Open Swim 8 a.m.-10:30 a.m.	Children (3-17)	\$3.00	CC	\$3.15
Session 2 – Camp Swim 11:00 a.m. – 2 p.m. -	2 & Under	Free		
Session 3 – Open Swim 2:30pm-7pm	Seniors (50+)	\$3.50	CC	\$3.68
	Memberships			
Saturday	Individual City	\$105	CC	\$110.25
Session 1 – Open Swim 10am-2pm	Individual Non	\$153	CC	\$160.65
Session 2 – Open Swim 2:30-7pm	SR City	\$66	CC	\$69.30
	SR Non	\$100	CC	\$105
Sunday	Family City	\$170	CC	\$178.50
Session 1 – Open Swim 12-3pm	Family Non	\$256	CC	\$268.80
Session 2 – Open Swim 3:30-6pm	Family Add	\$50	CC	\$52.50
	Memorial Day/July 4th/Labor Day			
Session 1 – Open Swim 9am-12pm	*Family is 2 adult 3 children – Any extra children are family add-on			
Session 2 – Open Swim 12:30-3:30pm				
	Miscellaneous			
	Community Camps/Day Cares \$3.00 CC \$3.15			
Aug 12 – Sept 1	*This includes kids/adults-Even if they are not swimming.			
Saturday	Rentals	\$150/per hour	CC	\$157.50
Session 1 – Open Swim 10am-2pm	Minimum 2 hours/After hours only			
Session 2 – Open Swim 2:30-7pm	Swim Lessons City	\$50	CC	\$52.50
	Swim Lessons Non	\$100	CC	\$105
Sunday	Scholarships: Mayor to determine number of scholarships for individuals or families			
Session 1 – Open Swim 12-3pm				
Session 2 – Open Swim 3:30-6pm				

**CITY OF PENSACOLA SWIMMING
FACILITY MANAGEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, provided that it must be executed by both parties no later than April 7, 2025, by and between the CITY OF PENSACOLA, a Florida municipal corporation (the “City”) and YOUNG MEN’S CHRISTIAN ASSOCIATION OF NORTHWEST FLORIDA, INC., a Florida not-for-profit corporation (the “YMCA”).”

WITNESSETH:

WHEREAS, the City is the owner of the Cecil T. Hunter Swimming Facility located at 200 East Blount Street, Pensacola, Florida, and the Roger Scott Swimming Facility located at 2130 A Summit Boulevard, Pensacola, Florida;

WHEREAS, the City and the YMCA have agreed that the YMCA shall operate, maintain and manage the Hunter Pool (hereinafter defined) and Scott Pool (hereinafter defined) during the 2025, 2026, and 2027 Swim Seasons (hereinafter defined) upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the City and the YMCA hereby agree as follows:

(1) **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

(2) **Definitions.**

(a) “Capital Expenditures” shall mean expenditures to acquire assets for use at Hunter Pool or Scott Pool with an initial, individual cost of more than \$5,000.00 and an estimated useful life greater than one year.

(b) “City” shall mean the City of Pensacola, a Florida municipal corporation.

(c) “Closing Day” shall mean the last day of each Swim Season.

(d) “Costs” shall mean all direct costs and expenses of operating and maintaining the Hunter Pool and the Scott Pool, as budgeted or otherwise authorized by the City, including the direct costs of YMCA and leased employees performing services under this Agreement, but expressly excluding Capital Expenditures.

(e) “Effective Date” shall mean the date first set forth above which shall be the date this Agreement is fully executed by both parties.

(f) “Hunter Pool” shall mean only that portion of the Cecil T. Hunter Swimming Facility which is enclosed by the fence and includes the main building, swimming pool, pool deck, and cashier’s area. The term “Hunter Pool” does not include the fence itself, the parking lot or any other areas or improvements outside of the fence. Except to the extent of the YMCA’s negligence, the YMCA shall have no responsibilities with respect to the fence, the parking lot or any areas outside of the fence at the Cecil T. Hunter Swimming Facility.

(g) “Including” (which shall be used in the lower case) shall mean “including but not limited to.”

(h) “Monthly Invoice” is defined in Section 5 below.

(i) “One Time-Expenditure” shall mean an item of Cost paid, advanced or incurred by the YMCA which is unpredictable and randomly occurring and with respect to which the YMCA was required to devote minimal time or effort. An example of a One-Time Expenditure would be replacement of a pool pump where the YMCA was required to do little more than make a telephone call.

(j) “Opening Day” shall mean the first day of each Swim Season.

(k) “Revenues” shall mean all gross receipts and revenues of any kind generated at the Hunter Pool or the Scott Pool during each Swim Season, including daily admission fees, locker fees, vending machine receipts, swim lesson fees, private party fees and other user fees.

(l) “Scott Pool” shall mean only that portion of the Roger Scott Swimming Facility which is enclosed by the fence and includes the building, swimming pool, pool deck, and cashier’s area. The term “Scott Pool” does not include the fence itself, the parking lot or any other areas or improvements outside of the fence. Except to the extent of the YMCA’s negligence, the YMCA shall have no responsibilities with respect to the fence, the parking lot or any areas outside of the fence at the Scott Swimming Facility.

(m) “Swim Season” shall mean Memorial Day weekend through Labor Day weekend of each year for Normal Operating Hours as defined in Section (9)(a); provided that both parties may mutually agree to open earlier or remain open later.

(n) “Pre-season” shall mean the period from May 1st to Memorial Day.

(o) “Term of this Agreement” is defined in Section 4 below.

(p) “YMCA” shall mean the Young Men’s Christian Association of Northwest Florida, Inc., a Florida not-for-profit corporation.

(3) **Management and Operation of the Hunter Pool and Scott Pool.** During each Swim Season and Pre-season, the YMCA shall operate and manage the Hunter Pool and the Scott Pool in accordance with the terms and subject to the conditions of this Agreement.

(4) **Term of Agreement.** This Agreement shall commence on the Effective Date and shall terminate on at midnight on the 15th day after the Closing Day of the 2027 Swim Season (such time period being hereinafter referred to as the “Term of this Agreement”), unless sooner terminated by a party in accordance with the terms of this Agreement or unless renewed or extended pursuant to a written agreement duly executed by both parties. Unless otherwise provided in a written instrument executed by both parties, the terms of this Agreement shall apply to all renewals and extensions of this Agreement. This Agreement may be terminated by the City or by the YMCA for convenience upon ninety (90) days’ prior written notice by the terminating party to the non-terminating party.

(5) **Monthly Invoices for Costs, Capital Expenditures and YMCA Compensation.**

(a) The City shall be solely responsible for the payment of all Costs, One-Time Expenditures, and Capital Expenditures and shall reimburse the YMCA monthly for all Costs, One-Time Expenditures, and Capital Expenditures paid, advanced or incurred by the YMCA credited by the total amount of monthly Revenues collected by the YMCA, in accordance with this section and with the budget in Schedule 2, YMCA Swim Season Budget (“Schedule 2”), attached hereto and incorporated herein by this reference. Schedule 2 shall be amended and submitted to the Parks and Recreation Director or designee 60 days prior to the beginning of each Swim Season to reflect the current Swim Season Budget.

(b) The parties acknowledge and agree that the reimbursable expenses for YMCA pool operations are incorporated in the City of Pensacola Annual Budget. The City shall provide to the YMCA its annual adopted Budget for reimbursable expenses at least 60 days prior to the beginning of each Swim Season and the YMCA agrees not to exceed the City’s Annual Adopted Budget for reimbursable expenses, without prior written authorization from the City. Authority for authorizing any budget overruns will be consistent with the City’s established spending limits as provided in the City Charter and the City’s purchasing policy.

Both parties acknowledge and agree that some budgeted amount must be ascertainable to the City in advance, however, the parties also acknowledge and agree that Schedule 2 of this Agreement is based on current circumstances and planning predicable at the time of execution of this Agreement or in advance of each Swim Season. In the event of unforeseen future changes resulting in variances from Schedule 2 and YMCA Swim Season Budgets for subsequent years as described in 5 (a.-b.), the YMCA shall immediately notify in writing the City of Pensacola’s Parks and Recreation Director or authorized designee; by email or post to 222 West Main Street, Pensacola, FL 32502. Nothing herein shall be construed to allow YMCA to exceed their total allocated budget without prior written permission from the City. Both parties acknowledge and agree that if written permission to exceed the budget is not given, the City may need to reduce operating hours, increase fees, or take other measures to reduce reimbursable pool operation expenses so the YMCA does not exceed their swim season budget and the YMCA agrees to work amicably with the City to facilitate such measures. Additionally, any purchase greater than Twenty-Five Thousand Dollars (\$25,000) must be approved by the City in writing.

(c) On or before the fifteenth (15th) day of each month during the Term of this Agreement, the YMCA shall submit to the City an itemized invoice (the “Monthly Reimbursement Invoice”) listing all Costs, One-Time Expenditures, and Capital Expenditures paid, advanced or incurred by the YMCA during the preceding calendar month, together with other supporting documentation as the City may reasonably request. Without limiting the generality of the foregoing, each Monthly Invoice shall have as support the total amount of personnel expense by employee type. For purposes of this Agreement, the Agreed All-Inclusive Hourly Rates for YMCA Management Personnel are listed in Schedule 1 attached hereto and incorporated herein by reference (“Schedule 1”). Schedule 1 shall be amended and submitted to the Parks & Recreation Director or designee 60 days prior to each Swim Season to reflect the then-current hourly wage or salary rates of such employees. The Monthly Invoice shall also detail the Revenues collected in accordance with Section (6) below and reduce the total Monthly Reimbursement Invoice.

(d) As compensation for the services rendered by the YMCA for each Swim Season under this Agreement, the City shall pay the YMCA a management fee in the amount of \$15,000 per pool for a total of \$30,000 per Swim Season (“Management Fee”). The parties acknowledge and agree that, in the event one or both of the pools are not operated by the YMCA for any period of time in excess of fifteen (15) consecutive calendar days during the Swim Season the Management Fee shall be prorated based on the number of actual days of operation per pool per month. On or before the fifteen (15th) day of each month during the Swim Season, the YMCA shall submit to the City an invoice (the “Monthly Compensation Invoice”).

(e) Monthly Reimbursement Invoices and Monthly Compensation Invoices are hereinafter referred to individually, together and interchangeably as a “Monthly Invoice”. The City shall pay each Monthly Invoice within forty-five (45) days after receipt thereof including all necessary supporting documentation. The City shall pay a late charge equal to five percent (5%) of the amount of any Monthly Invoice that is not paid within such forty-five (45) day period in accordance with Florida Statute 218.74.

(6) Revenues. The YMCA shall collect all Revenues and shall keep written records of daily receipts of Revenues. The YMCA shall itemize all Revenues collected and received by the YMCA during the preceding calendar month on the Monthly Reimbursement Invoice, together with an itemized information sheet showing daily attendance at the pools and the sources of such Revenues and the daily records of such Revenues and other supporting documentation as the City may reasonably request.

(7) YMCA’s Responsibilities.

(a) **General Operation; Pre-Opening and Closing Inspection.** During each Swim Season and Pre-season, the YMCA shall operate the Hunter and Scott Pools in accordance with all applicable laws, rules and regulations (including local health department regulations) and with the minimum safety standards required by the City, including the City’s age-group standards. So long as the YMCA complies with the requirements of the preceding sentence, the YMCA, in its discretion, may operate the Hunter and Scott Pools in accordance with such other or higher standards as the YMCA deems desirable or as may be required by the YMCA’s insurance carriers.

The YMCA shall have the sole right and responsibility to determine the number and qualifications of all personnel performing services at the Hunter and Scott Pools, including lifeguards, and to determine all equipment required for the safe and efficient operation of the Hunter and Scott Pools. 60 Days prior to Opening Day of each Swim Season, the YMCA, with a City representative, shall inspect the Hunter and Scott Pools and shall provide to the City a written opening inspection report listing (i) required repairs or replacements and (ii) additional items of equipment deemed necessary by the YMCA in order to operate the Hunter and Scott Pools in a safe and efficient manner. The YMCA, with the City's consent and at the City's expense, shall perform such repairs and replacements and/or procure such additional items of equipment at least 30 days prior to Opening Day of each Swim Season, and notify the City of any repairs unable to be made by that time with an updated timeline to complete. At all times, the City reserves the right to perform, at its expense, any and all repairs or replacements and provide such additional items of equipment. Within 10 days after the close of the Swim Season the YMCA shall provide to the City a listing of all inventory and hard goods on hand at the Hunter and Scott Pools, and inspect the Hunter and Scott Pools and shall provide to the City a post-season inspection report listing (i) required repairs or replacements and (ii) additional items of equipment deemed necessary by the YMCA in order to operate the Hunter and Scott Pools in a safe and efficient manner, so that the City may perform, at its discretion, such repairs during the off-season. Within 5 days of receipt of the inventory listing and post-season inspection report, the City shall inspect the Hunter and Scott Pools to verify the inventory count and ensure that no additional repairs or replacements are necessary or warranted.

(b) Programs, Events, Activities and Fees. The City authorizes the YMCA to conduct or allow, during each Swim Season, such open swimming, programs, events and activities at the Hunter and Scott Pools as the YMCA deems desirable; provided that the fees and charges for the use of the Hunter and Scott Pools shall be determined by the City in its sole discretion. The 2025 Fee Schedule is attached hereto and incorporated herein by this reference as Schedule 3 ("Schedule 3"), and shall be amended by the City prior to each Swim Season to reflect the then as of current fee and operating schedule. In the interest of maximizing public access, the YMCA shall not rent out the Hunter and Scott Pools exclusively to private parties during normal operating hours without prior approval from the Parks & Recreation Director or designee

(c) Staffing. During each Swim Season, the Hunter and Scott Pools shall be staffed solely by YMCA personnel, all of whom shall be employees of the YMCA and not employees of the City; provided that the YMCA, at its option, may "lease" any or all of such employees. The YMCA shall pay or cause to be paid wages, state unemployment insurance, federal unemployment insurance, workers' compensation insurance and normal and customary benefits (if any) with respect to each such YMCA employee, and all such amounts paid to or on behalf of each such YMCA employee shall be considered to be Costs for which the City shall reimburse the YMCA in accordance with Section (5) above. The YMCA shall also withhold, or cause to be withheld, income taxes, social security and any other amounts required by law to be withheld from the wages payable to each such YMCA employee.

(d) Additional YMCA Personnel Requirements. The YMCA shall perform or comply with the following provisions:

1. The YMCA shall train all personnel working at the Hunter and Scott Pools during each Swim Season. YMCA shall provide to the City copies of all training logs for YMCA staff performing services under this Agreement within ten (10) business days of written request by the City.
2. All YMCA personnel working at the Hunter and Scott Pools shall have proper credentials and training and shall comply with Florida Statutes regulating public swimming and bathing facilities pertaining to pool service technicians, swimming instructors and lifeguards. Without limiting the generality of the foregoing, all YMCA lifeguards at the Hunter and Scott Pools shall have current certifications issued by the YMCA, Red Cross, Ellis, Starguard or other nationally recognized lifeguard certifier. YMCA shall provide to the City copies of current certifications for all YMCA staff performing services under this Agreement within ten (10) business days of written request by the City.
3. All YMCA personnel working at the Hunter and Scott Pools shall be required to complete a State approved background check and a drug test from a site approved by the YMCA prior to employment. The YMCA shall confirm with the City that all YMCA personnel working at the Hunter and Scott Pools have had an approved background check and a drug test and YMCA shall provide to the City copies of such documentation within ten (10) business days of written request by the City.
4. All on-duty YMCA personnel working at the Hunter and Scott Pools shall wear a YMCA-approved uniform for men and women.
5. All YMCA personnel working at the Hunter and Scott Pools shall be required to participate in the YMCA's orientation training and YMCA shall provide to the City documentation of such within ten (10) business days of written request by the City.
6. All on-duty YMCA personnel working at the Hunter and Scott Pools shall have the authority to enforce all City and YMCA rules applicable at the Hunter and Scott Pools and to discipline anyone inside the Hunter and Scott Pools in accordance with the published and posted rules of the City and the YMCA.
7. The YMCA's full time management staff, primarily the YMCA's Aquatics Director, shall supervise all YMCA personnel working at the Hunter and Scott Pools.

(e) Personnel Responsibilities. YMCA personnel shall perform the following duties at the Hunter and Scott Pools:

1. Lifeguard main pool and zero depth entry pool.
2. Check water chemistry and record readings as required by Health Department. The YMCA shall provide the chemical logs upon request of the City within ten (10) business days of written request by the City.
3. Maintain chlorine and pH balance of pool water as required.
4. Clean tiles around pool edge as needed.
5. Run filtration system continually and back wash filtration system as needed.
6. Clean pump system hair and lint strainer basket(s) as needed.
7. Pick up trash in swimming pool area as needed.
8. Vacuum pool as needed.
9. Empty trash receptacles as needed.
10. Straighten deck furniture as needed.
11. Clean bathhouse facilities daily, keep open to the public when the pools are open, and inspect between swim sessions.
12. Replenish janitorial supplies in bathhouse as needed.
13. Enforce City and YMCA rules for the safety and convenience of all pool users.
14. Appropriately address any inappropriate actions by any swimming pool participants.
15. Call 911 if a situation warrants.
16. Report to City (verbally and in writing) all incidents that require any first aid treatment or medical attention (if known).
17. Lock and secure facility upon closing (if applicable).
18. Man the Hunter and Scott Pools entrance and handle all admissions to facility.
19. Conduct a walkthrough of the facilities to ensure vacancy between swim sessions and prior to closing.

20. Develop and manage aquatic programs.

21. Develop cash management system.

(f) Pool Opening Duties. After the closing of the pool each day and before opening the pool the following day to swimmers, the YMCA shall complete the following on a daily basis or as required:

1. Clean pool (pool must be algae free).
2. Clean off pool deck.
3. Inspect pool test kits.
4. Visually inspect all filtration equipment, chemical feed pumps, gauges, flow meters and pressure gauge.
5. Visually inspect all skimmers, vacuum, returns, and deck hardware.
6. Visually inspect slides, guard chairs and ladders.
7. Clean bathhouse.
8. Apply all necessary chemicals to establish proper levels in accordance with paragraph (h) below.
9. Set out and clean deck furniture.
10. Clean and organize office, guard room, pump room, and storage facilities on site.

(g) Pre-Season Duties. Starting May 1st, the YMCA shall conduct all of the Pool Opening duties in paragraph (f) at a time and frequency sufficient to be ready for Opening Day of the Swim Season in addition to the following:

1. Remove debris and trash from pool covers and the facility.
2. De-winterize any equipment and inspect for damages.
3. Reconnect pool equipment and accessories including but not limited to pressure gauges, flow meters, and skimmer baskets.
4. Add water and inspect for leaks.
5. Start equipment to ensure operational.
6. Clean pool surfaces thoroughly to remove algae and other buildups.
7. Skim any remaining debris off the surface.
8. Filter water continuously for 12 hours.
9. Test water to obtain overall water quality.

10. Maintain chemical levels in accordance with paragraph (h) including retesting and adjusting.

(h) Water Quality. YMCA shall be responsible for maintaining the condition of the swimming pool water within the requirements of the local health department while pool is open to swimmers. YMCA shall monitor, record and maintain the appropriate levels of free chlorine, pH, total alkalinity, calcium hardness and cyan uric acid. YMCA shall take reasonable measures to ensure proper water quality at all times, including at closing, but the City acknowledges that water quality will change hourly based on the elements and other matters beyond the YMCA's control. Accordingly, the YMCA shall not be liable for any loss of revenues, damage to equipment or other damage resulting from improper water quality unless such improper water quality is solely caused by the negligence, recklessness or intentional wrongful misconduct of YMCA personnel. If, in the discretion of the YMCA, it is determined that the water quality is insufficient to properly operate the pool at opening or any other time, the YMCA shall have the right to close the pool for such period of time as shall be necessary to correct the water quality, without any change or adjustment of the provisions of this Agreement. Further, the YMCA shall close the pool and appropriately treat the pool water as required by applicable laws, rules and regulations in the event that the YMCA becomes aware that fecal matter, vomit or blood has contaminated the pool, without any change or adjustment of the provisions of this Agreement.

(i) Marketing. The YMCA shall assist in funding mutually agreeable joint marketing and promotional efforts to promote the Hunter and Scott Pools and the City-YMCA collaboration.

(j) Chemicals. Subject to the provisions of Section 7(a) above, prior to May 1st preceding each Swim Season and from time to time as needed during each Swim Season, the YMCA, shall purchase and supply all pool chemicals necessary to maintain proper water chemistry and quality pursuant to Section 7(g) above, to include as necessary: chlorine, diatomaceous earth, algaecide, calcium chloride, soda ash, sodium bicarbonate, pool acid stabilizer and salt. Should additional chemicals or labor be required in order to maintain or correct pool water chemistry due to failure or breakdown of pool equipment or loss of water due to a defect in or breakdown of the pool or recirculation system, YMCA shall notify City of such breakdown or defect. City will make all necessary repairs as quickly as possible. Should the City be unable to make the repairs in a timely manner, City agrees to pay for any expenses incurred by the YMCA for additional chemicals and/or labor costs required to correct the problem.

(k) Cleaning Supplies and Equipment. Subject to the provisions of Section 7(a) above, prior to May 1st preceding each Swim Season and from time to time as needed during each Swim Season, the YMCA, shall purchase and supply all necessary cleaning supplies and equipment, including water hoses and nozzles, mops, brooms, buckets, dust pans, toilet bowl brushes and cleaners, all-purpose cleaners, disinfectants, soap, paper towels, light bulbs, trash receptacles, trash bags, gas blower and gasoline necessary to maintain exemplary management of the Hunter and Scott Pools.

(l) Pool, Lifesaving and Safety Supplies and Equipment. Subject to the provisions of Section 7(a) above, prior to Opening Day of each Swim Season and from time to time as needed during each Swim Season, the YMCA shall purchase and supply all necessary pool, lifesaving and

safety supplies and equipment, including a complete first aid kit and first aid supplies satisfactory to the YMCA and in compliance with local health department regulations, an Automatic External Defibrillator (“AED”), life jackets, ring buoys, throw ropes, rescue tubes, swim aids, lifeguard stand with umbrella, pool chemical test kit and chemical feed pump.

(m) Internal Controls, Records, Audit and Budgets. The YMCA shall establish and maintain internal controls adequate to ensure that all Costs paid, advanced or incurred by the YMCA are properly supported, approved and included in a budget approved by the City and that all Revenues are collected, deposited timely and reflected on the Monthly Invoice to the City. All such Costs paid, advanced or incurred by the YMCA pursuant to such approved budget are hereby deemed approved by the City, and the YMCA is hereby authorized to make expenditures in accordance with such approved budget without further requests to or authorization from the City. YMCA shall keep a separate accounting of City funds and keep records and accounts of its financial affairs relating to the operation and management of the Hunter and Scott Pools which shall be available for examination and audit by the City for a period of three (3) years following the termination of this Agreement and all other pending matters are closed. Upon request, the YMCA shall produce all documents required by the City’s auditors detailing the expenditure of City monies. Further, the YMCA shall furnish, if otherwise available and if requested by the City, a copy of any audit report or other financial examination report of YMCA operations during the Term of this Agreement prepared by an independent certified public accountant licensed and in good standing in the State of Florida.

(n) Budgets. The budget for the 202⁵⁴ Swim Season, which has been approved by the City and the YMCA, is attached hereto as Schedule 2 and is incorporated herein by reference. 60 days prior to each Swim Season, the City and the YMCA shall agree upon a budget for such Swim Season, and Schedule 2 to this Agreement shall be amended to include such budget.

(8) City’s Responsibilities.

(a) Non-Swim Season. Except as otherwise expressly provided in this Agreement during a Swim Season and Pre-season, the City shall be solely responsible for the regulation, operation, care, maintenance, repair and security of the Hunter and Scott Pools.

(b) Outside the Fence Areas. At all times during the Term of this Agreement, the City shall be solely responsible for the regulation, operation, care, maintenance, repair and security of the fence surrounding the Hunter and Scott Pools and all portions of the Hunter and Scott Pools outside of such fence, including the parking lot.

(c) Access to the Hunter and Scott Pools. Beginning May 1st preceding each, Swim Season, and at other times to facilitate additional responsibilities, and continuing during each Swim Season, the City shall permit the YMCA and its employees to have free and unrestricted access to the Hunter and Scott Pools. City shall provide to the YMCA three (3) sets of keys to all locks required to access and operate the Hunter and Scott Pools by May 1st prior to Opening Day of each Swim Season. Further, the City shall provide to the YMCA three (3) sets of new keys within three (3) days prior to any change of the existing locks for the Hunter and Scott Pools. The YMCA shall provide keys to authorized personnel only. Notwithstanding the foregoing, the

YMCA may at any time and from time to time, in its discretion, change any or all locks at the Hunter and Scott Pools, provided that the YMCA shall promptly provide to the City three (3) sets of new keys to each lock. In such event, the City shall provide such keys only to authorized personnel requiring access to the Hunter and Scott Pools during the Swim Season.

(d) Telephone and Other Utilities. During each Swim Season, the City, at its sole expense, shall install, activate and maintain in working order an operational touch tone, land-line telephone, capable of both receiving and sending calls, which shall be accessible to the YMCA's lifeguards at pool side. Consistent with health department regulations and for safety reasons, the pool shall be open only when the telephone is operational. The City shall also provide, at its sole expense, such other utilities services (e.g., electricity, natural gas, air-conditioned building, water and sewer, and trash/garbage pickup) as are required for the safe and efficient operation of the Hunter and Scott Pools. Should YMCA determine that internet access is required for pool operations during the Swim Season, the YMCA may facilitate the activation of the service prior to the Swim Season, provided YMCA deactivates the service at the close of the Swim Season. The City will reimburse the YMCA for the installation and cost of the internet service as mutually agreed to by the parties prior to commitment and activation of the internet service.

(e) Health Department Inspection/Notice. Prior to Opening Day of each Swim Season, the City shall provide to the YMCA the local health department's inspection and notice for the Hunter and Scott Pools indicating that the pools are in compliance with applicable rules and regulations.

(f) City's Pool Rules. Not less than four weeks prior to Opening Day of each Swim Season, the City shall provide to the YMCA a copy of the City's rules and regulations pertaining to the Hunter and Scott Pools.

(g) Maintenance, Repairs and Replacements. The City shall be solely responsible for the cost of all maintenance, repairs and replacements at the Hunter and Scott Pools, including repairs and replacements necessitated by fire, wind, water, theft, or vandalism; provided that YMCA employees shall perform the routine cleaning and maintenance services set forth elsewhere in this Agreement. Prior to Opening Day of each Swim Season, the City shall ensure that all buildings, improvements and equipment at the Hunter and Roger Scott Pools are in good working order and condition. In the event the YMCA identifies a needed item of maintenance, repair or replacement, the YMCA shall notify the City in writing, and the City shall promptly either cause such maintenance, repair or replacement work to be accomplished or shall, with the YMCA's consent, authorize the YMCA to accomplish or cause to be accomplished such maintenance, repair or replacement work. Any of the foregoing to the contrary notwithstanding, the YMCA shall be solely responsible for the costs of repairing any damage which is solely the result of the negligence, recklessness or intentional wrongful misconduct of the YMCA or any YMCA employee. Any of the foregoing to the contrary notwithstanding, if in the YMCA's good faith judgment it would be impractical under the circumstances to give prior notice to the City, the YMCA shall be entitled to make such maintenance, repairs and replacements without prior notice to the City, but the YMCA shall give the City written notice of such repairs as soon as reasonably practical thereafter.

(h) Questions, Complaints, Comments and Suggestions. The City shall promptly communicate directly with the YMCA CEO or designee, with regard to any questions, complaints, comments and suggestions from the City or any citizen or user of the Hunter and Scott Pools concerning the Hunter and Scott Pools, the YMCA's pool staff, the YMCA's management, the YMCA's operation of the Hunter and Scott Pools, or the YMCA's performance of its obligations and services under this Agreement.

(i) YMCA Signage. The City shall allow the YMCA to display YMCA signage at the Hunter and Scott Pools, subject to the City's reasonable prior approval.

(j) Marketing. The City shall assist in funding mutually agreeable joint marketing and promotional efforts to promote the Hunter and Scott Pools and the City-YMCA collaboration.

(9) Hours of Operation; Rain Days; Pool Closing.

(a) Normal Operating Hours. The normal operating hours of the Hunter Pool during each Swim Season are specified in Schedule 3, and subject to amendment each year, and at any time during the season, at the discretion of City of Pensacola Parks & Recreation Director or designee, by giving the YMCA written notice of such changes. The utilization of the swimming pool (which may include, but not be limited to, open swimming, lap swimming, swim lessons, swim team practice, private parties, staff shortages and down time for cleaning) during those operating hours shall be in the discretion of the YMCA in consultation with the Parks & Recreation Director or designee. At any time during the season, the City of Pensacola Parks & Recreation Director or designee may adjust normal operating hours and pool utilization activities at their discretion by giving the YMCA written notice.

(b) Weather-Related Pool Closings. The YMCA shall, in its good faith discretion, close the pool temporarily, for all or any part of any day or days, as and when the YMCA deems necessary or prudent because of threatened or actual inclement weather, without any change or adjustment of the provisions of this Agreement. The YMCA shall notify all user groups that have a scheduled pool activity of such closings as soon as a decision is made to close the pool for all or any part of any day or days.

(c) Emergency Pool Closings. Either the City or the YMCA may, in its good faith discretion, close the pool temporarily, for all or any part of any day or days, in the event of any emergency caused by equipment breakdown, repairs, acts of God or other causes beyond the control of the YMCA or the City, without any change or adjustment of the provisions of this Agreement. The YMCA shall notify all user groups that have a scheduled pool activity of such closings as soon as a decision is made to close the pool for all or any part of any day or days.

(d) Closing for Remainder of Season. In the event that the pool becomes non-operational or unsafe due to unforeseen circumstances which are not the fault of either party, and as a result thereof the pool must be closed for the remainder of the then-current Swim Season, the Hunter and Scott Pools shall be closed for the remainder of the then-current Swim Season, whereupon the parties shall comply with their respective obligations under this Agreement and, in

addition, shall negotiate in good faith a fair and equitable adjustment with respect to any other amounts due or owing by either party to the other as a result of such early closing.

(10) Insurance and Indemnification.

(a) During the Term of this Agreement, the YMCA, at its sole expense, shall procure and maintain insurance of the types and to the limits specified in this Section 10. The policies of insurance evidenced by the insurance certificates heretofore or hereafter submitted to the City by or on behalf of the YMCA shall be deemed acceptable to the City unless and to the extent that the City delivers to the YMCA written objections thereto specifying any perceived deficiencies within thirty (30) days after the later of the date of this Agreement or the City's receipt of the insurance certificate, whichever is later. The policies of insurance evidenced by subsequent renewal certificates submitted to the City shall be deemed acceptable to the City unless and to the extent that the City delivers to the YMCA written objection thereto specifying any perceived deficiencies within thirty (30) days after the City's receipt of the renewal insurance certificate.

(b) As used in this Section 10, the term City shall mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

(c) Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the protection of both the YMCA and the City.

(d) Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

1. Workers' Compensation. The YMCA shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations required by law. Additionally, such workers' compensation insurance policy, or a separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person -accident, **\$100,000** each person - disease, **\$500,000** aggregate - disease.
2. Commercial General, Automobile and Umbrella Liability Coverage. The YMCA shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability policy filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of **\$1,000,000** per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage

required. If the required limits of liability afforded should become impaired by reason of any claim, then the YMCA agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

3. Commercial General Liability. Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. This policy must be endorsed to include coverage for Abuse/Molestation. Fire Legal Liability must be provided with minimum limits of \$100,000 per occurrence. The coverage shall be written on occurrence-type basis.
4. Business Auto Policy. Business Auto Policy coverage must be provided if applicable, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use. Evidence of personal automobile coverage may be provided for each staff member in lieu of a business automobile policy.
5. Umbrella Liability Insurance. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage's. The coverage shall be written on an occurrence-type basis.

(e) Certificates of Insurance. Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this Agreement shall be listed. If required by the City, the YMCA shall furnish copies of the YMCA's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The YMCA shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not replaced within a time period that is reasonable under the circumstances, in a manner reasonably acceptable to the City, the YMCA shall, upon instructions of the City, cease all operations under the Agreement until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521.

(f) Insurance of the YMCA Primary. The YMCA required coverage shall be considered primary and all other insurance shall be considered as excess, over and above the YMCA's coverage. The YMCA's policies of coverage will be considered primary as relates to all provisions of the Agreement.

(g) Loss Control and Safety. The YMCA shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the YMCA shall not be deemed to be an agent of the City. In fulfilling its responsibilities under this agreement, the YMCA shall not employ or utilize the volunteer services of any person who has been convicted of or pled guilty or nolo contendere to or has had an adjudication withheld of any of the following charges: A sexual offense, child abuse, contributing to delinquency of a minor, or abuse of an elderly or vulnerable person. Reasonable precaution shall be exercised at all times by the YMCA for the protection of all persons, including employees, and property. The YMCA shall make reasonable effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

(h) Indemnification and Hold Harmless by YMCA. The YMCA shall indemnify and hold harmless the City, its officers and employees, from any and all liabilities, damages, losses, and costs, including reasonable attorney's fees, to the extent caused solely by the negligence, recklessness or intentional wrongful misconduct of the YMCA and persons employed or utilized by the YMCA in the performance of this Agreement. The YMCA's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

(i) Indemnity by City. To the full extent permitted by applicable law, up to the limits mandated by Florida Statutes Section 768.28, City shall indemnify and hold harmless the YMCA, its officers, agents, representative, employees and volunteers, from any and all liabilities, damages, losses, and costs, including reasonable attorney's fees, to the extent caused solely by the negligence, recklessness or intentional wrongful misconduct of the City and persons employed or utilized by the City in the performance of this Agreement.

(j) Sovereign Immunity by City. The City asserts sovereign immunity to the extent permitted by Florida law and within the limits of liability set forth in Florida Statutes Section 768.28. The City reserves the right in this agreement to assert any claim for relief to which it may be entitled in the event of a breach or injury of any kind, and further reserves the right to assert any defense available to any claim which may be asserted against it, including the defense of sovereign immunity.

(k) City Self Insurance. The City is, and shall remain at all times during the Term of this Agreement, a qualified Self-Insurer under the applicable Florida Statutes and the regulations promulgated thereunder.

(11) Default; Termination of Agreement.

(a) Default by the YMCA. In the event that the YMCA defaults under any of its obligations under this Agreement, the City may exercise any and all remedies available to it at law, in equity or under this Agreement and, in addition, may terminate this Agreement by giving the YMCA not less than ten (10) days' written notice of termination; provided that in the event that such default is a default other than for the payment of Revenues to the City pursuant to Section 6

above, the City may not give notice to terminate this Agreement nor exercise any other rights or remedies by reason of such default until the City has given the YMCA written notice of such default and the YMCA has failed to cure such default within thirty (30) days after receipt of such notice. Notwithstanding the foregoing or any other provision of this Agreement, in no event shall the YMCA be liable to the City for consequential, special, exemplary or punitive damages.

(b) Default by the City. In the event that the City defaults under any of its obligations under this Agreement, the YMCA may exercise any and all remedies available to it at law, in equity or under this Agreement and, in addition, may terminate this Agreement by giving the City not less than ten (10) days' written notice of termination; provided that in the event that such default is a default other than for the payment of a Monthly Invoice pursuant to Section 5 above, the YMCA may not give notice to terminate this Agreement nor exercise any other rights or remedies by reason of such default until the YMCA has given the City written notice of such default and the City has failed to cure such default within thirty (30) days after receipt of such notice. Notwithstanding the foregoing or any other provision of this Agreement, in no event shall the City be liable to the YMCA for consequential, special, exemplary or punitive damages.

(12) Notices. All notices required or permitted by this Agreement to be given or delivered by one party to the other shall be deemed to have been duly given and received (i) when hand delivered to the office of the receiving party at its address set forth below; (ii) when successfully faxed to the receiving party at its fax number set forth below; or (iii) three days after mailing by U.S. certified mail, return receipt requested, to the receiving party at its address set forth below; provided that any notice that is received (whether by hand-delivery, fax or U.S. mail) by the receiving party on a Saturday, Sunday or legal holiday recognized by the State of Florida, or that is received by the receiving party after 5:00 p.m. on any business day, shall be deemed to have been delivered and received on the next day thereafter that is not a Saturday, Sunday or legal holiday.

(a) If to the City:

Director of Parks and Recreation Department
City of Pensacola
222 West Main Street
Pensacola, FL 32502
Work Telephone: 850.436.5679
Fax Number: 850.436.5199

With copy to:

City Administrator
222 West Main Street
Pensacola, FL 32502
Work Telephone: 850.435.1696
Fax Number: 850.435.1611

(b) If to the YMCA:

Michael Bodenhause
CEO
YMCA of NW Florida

PO Box 13170
Pensacola, FL 32502
Work Telephone: 850.432.8327

Fax Number: 850.465.9924

(13) Miscellaneous.

(a) Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any litigation for the interpretation or enforcement of this Agreement shall be in Escambia County, Florida.

(b) Records. The parties acknowledge and agree that the YMCA is operating the pools on behalf of the City and as such may be subject to the public records law pursuant to Chapter 119, Florida Statutes, as amended.

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

(d) Survival. All provisions, which by their inherent character, sense and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

(e) Interpretation. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

(f) Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

(g) Further Actions. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

(h) No Waiver. The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

(i) Execution Deadline: This Agreement must be signed by all parties no later than April 7, 2025. If not executed by this date, the Agreement shall be deemed null and void unless an extension is agreed to in writing by both parties.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and sealed as of the day and year first above written.

CITY OF PENSACOLA,
a Florida municipal corporation

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF NORTHWEST
FLORIDA, INC.,** a Florida not-for-profit
corporation

By: _____
D.C. Reeves
Mayor

By: _____
Michael Bodenhause
Chief Executive Officer

Attest:

City Clerk

Attest:

By: _____
Printed name: _____
Corporate Secretary

Approved as to content:

Ben Heistein, Director of
Parks and Recreation Department

Legal in form and valid as drawn:

City Attorney

SCHEDULE 1

Agreed All-Inclusive Hourly Rates for YMCA Management Personnel

YMCA Staff Account	\$29.74/hour
YMCA Aquatics Director	\$29.70/hour

SCHEDULE 2

YMCA Swim Season Budget (Amended and Submitted to Parks Director or Designee 60 days prior to beginning of each Swim Season per 5 (a),(b).)

YMCA of Northwest Florida
2025 City Pool Swim Season Budget
May - September 2025

		May 2025	June 2025	July 2025	August 2025	September 2025	Total 2025
		Budget	Budget	Budget	Budget	Budget	Budget
05	City Pools						
020800	Hunter Pool						
01-05-01-1010-020800	Government Fees & Grants - HP						
01-05-01-1450-020800	Facility Rental Income - HP					7,500	7,500
01-05-03-1300-020800	Program Income - HP Membership	1,000	2,800	2,800	1,000		1,000
01-05-03-1320-020800	Program Swim Lessons - HP			7,100			5,600
01-05-03-1321-020800	Program-Daily Swim HP	3,200	10,000		3,000	50	23,350
	Revenue	4,200	12,800	9,900	3,000	7,550	37,450
01-05-01-2117-020800	NonEx- Training HP	900	6,982	7,276	3,498	201	900
01-05-01-2150-020800	NonEx - Clerical HP	3,565	1,530	1,476	1,620	450	21,522
01-05-01-2160-020800	NonEx - Maintenance HP	2,088	1,918	3,325	1,751	134	7,164
01-05-01-2315-020800	Payroll Taxes HP	1,918	225	225	225	100	10,581
01-05-01-2460-020800	Contract Services iSolved HP	200	30	20	20		975
01-05-01-2591-020800	Supplies-Office HP	100					170
01-05-01-2843-020800	R&M Bldg & Grounds - HP	2,500	1,500	1,500	500		6,000
01-05-01-2930-020800	Expendable Equipment Purchases - Hunter Pool	500					500
01-05-01-3210-020800	Travel Reimbursement - HP	35	80	80	40	15	250
01-05-01-3280-020800	Pre-employment Screening - HP	1,150	550	100			1,800
01-05-01-3720-020800	Bank Service Fees - HP	50	125	250	150	100	675
01-05-01-3810-020800	Insurance General Liability	111	111	111	111	111	553
01-05-02-3331-020800	Employee Uniforms - HP	990					990
01-05-03-2100-020800	Full-time Staff	2,844	5,570	5,804	2,791	161	17,169
01-05-03-2120-020800	NonEx- Swim Instructors HP	507	994	1,036	498		3,035
01-05-03-2120-020800	NonEx - Lifeguard HP	9,279	18,173	18,939	9,106	524	56,021
01-05-03-2520-020800	Supplies-Pool Chemical HP	5,255	4,120	4,720	4,770	4,000	22,865
01-05-03-2540-020800	Supplies-Program HP	1,817	606				2,423
01-05-03-2560-020800	Supplies - Janitorial - HP	450		100	50		600
	Expense	34,260	43,919	45,089	25,130	5,795	154,193
020800	Hunter Pool	(30,060)	(31,119)	(35,189)	(22,130)	1,755	(116,743)
020900	Roger Scott						
01-05-01-1450-020900	Facility Rental Income RS					5,200	5,200
01-05-03-1300-020900	Program - Pool Membership RS	1,500	1,000	250			2,750
01-05-03-1320-020900	Program Swim Lessons - RS		2,800	2,800			5,600
01-05-03-1321-020900	Program-Daily Swim RS	5,000	20,500	13,000	10,000	400	48,900
	Revenue	6,500	24,300	16,050	10,000	5,600	62,450

YMCA of Northwest Florida
2025 City Pool Swim Season Budget
May - September 2025

		September					Total 2025	
		May 2025	June 2025	July 2025	August 2025	2025	Budget	Budget
		Budget	Budget	Budget	Budget	Budget	Budget	Budget
01-05-01-2117-020900	NonEx - Training RS	900						900
01-05-01-2150-020900	NonEx - Clerical RS	4,151	9,185	9,658	4,369	207	27,570	
01-05-01-2315-020900	Payroll Taxes RS	1,959	4,137	4,350	1,968	91	12,505	
01-05-01-2460-020900	Contract Services (Solved RS	200	225	225	225	100	975	
01-05-01-2591-020900	Supplies-Office RS	100	30	20	20	200	170	
01-05-01-2620-020900	Telephone	400	200	200	200	200	1,200	
01-05-01-2843-020900	R&M Bldg & Grounds RS	2,500	1,500	1,500	500		6,000	
01-05-01-2930-020900	Expendable Equipment Purchases - Roger Scott	500					500	
01-05-01-3210-020900	Travel Reimbursement - RS	35	80	80	40	15	250	
01-05-01-3280-020900	Pre-employment Screening - RS	1,150	550	100			1,800	
01-05-01-3720-020900	Bank Service Fees - RS		150	500	300	300	1,250	
01-05-01-3810-020900	Insurance General Liability	164	164	164	164	164	818	
01-05-02-3331-020900	Employee Uniforms - RS	990					990	
01-05-03-2100-020900	Full-time Staff	2,713	6,004	6,314	2,856	136	18,023	
01-05-03-2120-020900	NonEx- Swim Instructors RS	519	1,149	1,208	546		3,422	
01-05-03-2120-020900	NonEx Lifeguard RS	11,312	25,031	26,321	11,907	565	75,136	
01-05-03-2520-020900	Supplies-Pool Chemical RS	5,755	4,360	4,720	5,510		20,345	
01-05-03-2540-020900	Supplies-Program RS	1,817	606				2,423	
01-05-03-2560-020900	Supplies - Janitorial - RS	450		100	50		600	
	All-inclusive hourly rate	3,300	2,700	2,700	2,500	400	11,600	
	Expense	38,915	56,070	58,159	31,155	2,178	186,477	
020900	Roger Scott	(32,415)	(31,770)	(42,109)	(21,155)	3,422	(124,027)	
05	City Pools	(62,475)	(62,890)	(77,298)	(43,285)	5,177	(240,770)	
	Management Fee	6,000	6,000	6,000	6,000	6,000	30,000	
Total 2025 Swim Season Budget		(68,475)	(68,890)	(83,298)	(49,285)	(823)	(270,770)	

YMCA of Northwest Florida
2024 City Pool Swim Season Budget
May - September 2024

Account Number	Account Name	24-May Budget	24-Jun Budget	24-Jul Budget	24-Aug Budget	24-Sep Budget	2024 Budget
01-05-01-1010-020800	Government Fees & Grants - HP	-	-	-	-	3,500.00	3,500.00
01-05-01-1450-020800	Facility Rental Income - HP	300.00	150.00	650.00	150.00	-	1,250.00
01-05-01-1450-020900	Program Income - HP Membership	263.00	200.00	679.00	-	-	200.00
01-05-03-1300-020800	Program - Pool Membership RS	1,050.00	4,600.00	5,533.00	1,800.00	211.00	1,942.00
01-05-03-1321-020800	Program-Daily Swim HP	4,000.00	16,000.00	14,200.00	6,900.00	655.00	13,194.00
01-05-03-1321-020900	Program-Daily Swim RS	-	-	-	-	-	41,755.00
01-05-03-1323-020900	Program-Swim Team RS	-	-	-	-	-	-
Total Revenue		5,613.00	21,950.00	21,062.00	8,850.00	4,366.00	61,841.00
01-05-01-2117-020800	NonEx-Training HP	800.00	-	-	-	-	800.00
01-05-01-2117-020900	NonEx - Training RS	2,050.00	6,200.00	6,400.00	3,300.00	400.00	18,350.00
01-05-01-2150-020800	NonEx - Clerical HP	2,500.00	8,500.00	9,000.00	4,300.00	700.00	25,000.00
01-05-01-2150-020900	NonEx - Clerical RS	1,400.00	2,000.00	2,000.00	1,700.00	1,400.00	8,500.00
01-05-01-2160-020800	NonEx - Maintenance HP	1,155.00	3,040.00	3,130.00	1,680.00	400.00	9,405.00
01-05-01-2315-020800	Payroll Taxes HP	1,180.00	3,730.00	3,960.00	1,870.00	350.00	11,090.00
01-05-01-2315-020900	Contract Services Isolved HP	250.00	250.00	250.00	250.00	150.00	1,150.00
01-05-01-2460-020800	Contract Services Isolved RS	250.00	250.00	250.00	250.00	150.00	1,150.00
01-05-01-2591-020800	Supplies-Office HP	100.00	-	-	-	-	100.00
01-05-01-2591-020900	Supplies-Office RS	100.00	-	-	-	-	100.00
01-05-01-2620-020900	Telephone	290.00	190.00	190.00	190.00	50.00	910.00
01-05-01-2843-020800	R&M Bldg & Grounds - HP	2,500.00	2,500.00	-	-	-	5,000.00
01-05-01-2843-020900	R&M Bldg & Grounds RS	500.00	-	-	-	-	500.00
01-05-01-2930-020800	Expendable Equipment Purchases - HP	500.00	-	-	-	-	500.00
01-05-01-2930-020900	Expendable Equipment Purchases - RS	65.00	70.00	25.00	30.00	10.00	200.00
01-05-01-3210-020800	Travel Reimbursement - HP	65.00	100.00	100.00	30.00	10.00	305.00
01-05-01-3210-020900	Travel Reimbursement - RS	600.00	400.00	115.00	40.00	-	1,155.00
01-05-01-3280-020800	Pre-employment Screening - HP	600.00	400.00	115.00	40.00	-	1,155.00
01-05-01-3280-020900	Pre-employment Screening - RS	-	5.00	52.00	55.00	21.00	133.00
01-05-01-3720-020800	Bank Service Fees - HP	-	64.00	319.00	340.00	139.00	862.00
01-05-01-3720-020900	Bank Service Fees - RS	-	553.00	553.00	553.00	553.00	2,765.00
01-05-01-3810-020800	Insurance General Liability	818.00	818.00	818.00	818.00	818.00	4,090.00
01-05-01-3810-020900	Insurance General Liability	675.00	-	-	-	-	675.00
01-05-02-3331-020800	Employee Uniforms - HP	675.00	-	-	-	-	675.00
01-05-02-3331-020900	Employee Uniforms - RS	1,600.00	4,900.00	5,000.00	2,600.00	1,000.00	15,100.00
01-05-03-2100-020800	Full-time Staff	1,700.00	5,800.00	6,200.00	2,900.00	1,000.00	17,600.00
01-05-03-2100-020900	NonEx - Lifeguard HP	5,700.00	17,300.00	17,900.00	9,200.00	1,200.00	51,300.00
01-05-03-2120-020800	NonEx - Lifeguard RS	6,800.00	23,000.00	24,400.00	11,500.00	1,800.00	67,500.00
01-05-03-2520-020800	Supplies-Pool Chemical HP	5,500.00	5,500.00	7,000.00	5,000.00	2,200.00	25,200.00
01-05-03-2520-020900	Supplies-Pool Chemical RS	7,000.00	6,500.00	10,000.00	6,000.00	2,200.00	31,700.00
01-05-03-2540-020800	Supplies-Program HP	1,000.00	1,338.00	-	-	-	2,338.00
01-05-03-2540-020900	Supplies-Program RS	1,000.00	1,448.00	-	-	-	2,448.00
01-05-03-2560-020800	Supplies - Janitorial - HP	400.00	50.00	100.00	50.00	-	600.00
01-05-03-2560-020900	Supplies - Janitorial - RS	250.00	50.00	200.00	50.00	-	550.00
	All Inclusive Hourly Rate	6,000.00	-	-	-	-	6,000.00
Total Expense		57,876.00	97,456.00	98,077.00	52,746.00	14,551.00	320,766.00
Change in Net Assets		(52,263.00)	(75,506.00)	(77,015.00)	(43,896.00)	(10,185.00)	(258,865.00)
	Reimbursement	\$ (52,263.00)	\$ (75,506.00)	\$ (77,015.00)	\$ (43,896.00)	\$ (10,185.00)	\$ (258,865.00)
	Management Fee	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (30,000.00)
		\$ (58,263.00)	\$ (81,506.00)	\$ (83,015.00)	\$ (49,896.00)	\$ (16,185.00)	\$ (288,865.00)

SCHEDULE 3

(Subject to change per Section 7 (b.) and Section 9 (a.)

Cecil Hunter Pool 2025

May 24 – Aug 10	Fee
Monday - Friday	Daily Admission
Session 1 – Open Swim 9:00am – 1:30pm	Adults (18+) \$4.00 CC \$4.20
Session 2 – Open Swim 2:00pm – 5:00pm	Children (3-17) \$3.00 CC \$3.15
<u>Swim Lessons 9:00 am – 10:00 am for Boys and Girls Club</u>	2 & Under Free
Swim Lessons 5:00 pm – 6:30 pm	Seniors (50+) \$3.50 CC \$3.68
	Memberships
Saturday	Individual City \$105 CC \$110.25
Session 1 – Open Swim 10am-2pm	Individual Non \$153 CC \$160.96
Session 2 – Open Swim 2:30-6pm	SR City \$66 CC \$69.30
	SR Non \$100 CC \$105
Sunday	Family City \$170 CC \$178.50
Session 1 – Open Swim 12-3pm	Family Non \$256 CC \$268.80
Session 2 – Open Swim 3:30-6pm	Family Add \$50 CC \$52.50
Memorial Day/July 4th/Labor Day	
Session 1 – Open Swim 10:30am-3:30pm	*Family is 2 adult 3 children – Any extra children are family add-on
	Miscellaneous
	Community Camps/Day Cares \$3.00 CC \$3.15
Aug 11 – Sept 1	*This includes kids/adults-Even if they are not swimming.
Saturday	
Session 1 – Open Swim 10am-2pm	Rentals \$150/per hour CC \$157.50
Session 2 – Open Swim 2:30-6pm	Minimum 2 hours/After hours only
	Swim Lessons City \$50 CC \$52.50
Sunday	Swim Lessons Non \$100 CC \$105
Session 1 – Open Swim 12-3pm	Scholarships: Mayor to determine number of scholarships for qualifying individuals or families
Session 2 – Open Swim 3:30-6pm	

Roger Scott Pool 2025

May 24 – Aug 10th	Fee			
Monday-Friday	Daily Admission			
	Adults (18+)	\$4.00	CC	\$4.20
Session 1 – Open Swim 8 a.m.-10:00 a.m.	Children (3-17)	\$3.00	CC	\$3.15
Session 2 – Camp Swim 11:00 a.m. – 2 p.m. -	2 & Under	Free		
Session 3 – Open Swim 2:30pm-7pm	Seniors (50+)	\$3.50	CC	\$3.68
Swim Lessons 8-10am, Monday - Thursday				
	Memberships			
Saturday	Individual City	\$105	CC	\$110.25
Session 1 – Open Swim 10am-2pm	Individual Non	\$153	CC	\$160.65
Session 2 – Open Swim 2:30-7pm	SR City	\$66	CC	\$69.30
	SR Non	\$100	CC	\$105
Sunday	Family City	\$170	CC	\$178.50
Session 1 – Open Swim 12-3pm	Family Non	\$256	CC	\$268.80
Session 2 – Open Swim 3:30-6pm	Family Add	\$50	CC	\$52.50
Memorial Day/July 4th/Labor Day	*Family is 2 adult 3 children – Any extra children are family add-on			
Session 1 – Open Swim 9am-12pm				
Session 2 – Open Swim 12:30-3:30pm				
	Miscellaneous			
	Community Camps/Day Cares \$3.00 CC \$3.15			
Aug 11 – Sept 1	*This includes kids/adults-Even if they are not swimming.			
Saturday				
Session 1 – Open Swim 10am-2pm	Rentals	\$150/per hour	CC	\$157.50
Session 2 – Open Swim 2:30-7pm	Minimum 2 hours/After hours only			
	Swim Lessons City	\$50	CC	\$52.50
Sunday	Swim Lessons Non	\$100	CC	\$105
Session 1 – Open Swim 12-3pm	Scholarships: Mayor to determine number of scholarships for individuals or families			
Session 2 – Open Swim 3:30-6pm				

**CITY OF PENSACOLA SWIMMING
FACILITY MANAGEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, provided that it must be executed by both parties no later than April 7, 2025, by and between the CITY OF PENSACOLA, a Florida municipal corporation (the “City”) and YOUNG MEN’S CHRISTIAN ASSOCIATION OF NORTHWEST FLORIDA, INC., a Florida not-for-profit corporation (the “YMCA”).”

WITNESSETH:

WHEREAS, the City is the owner of the Cecil T. Hunter Swimming Facility located at 200 East Blount Street, Pensacola, Florida, and the Roger Scott Swimming Facility located at 2130 A Summit Boulevard, Pensacola, Florida;

WHEREAS, the City and the YMCA have agreed that the YMCA shall operate, maintain and manage the Hunter Pool (hereinafter defined) and Scott Pool (hereinafter defined) during the 2025, 2026, and 2027 Swim Seasons (hereinafter defined) upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the City and the YMCA hereby agree as follows:

(1) **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

(2) **Definitions.**

(a) “Capital Expenditures” shall mean expenditures to acquire assets for use at Hunter Pool or Scott Pool with an initial, individual cost of more than \$5,000.00 and an estimated useful life greater than one year.

(b) “City” shall mean the City of Pensacola, a Florida municipal corporation.

(c) “Closing Day” shall mean the last day of each Swim Season.

(d) “Costs” shall mean all direct costs and expenses of operating and maintaining the Hunter Pool and the Scott Pool, as budgeted or otherwise authorized by the City, including the direct costs of YMCA and leased employees performing services under this Agreement, but expressly excluding Capital Expenditures.

(e) “Effective Date” shall mean the date first set forth above which shall be the date this Agreement is fully executed by both parties.

(f) “Hunter Pool” shall mean only that portion of the Cecil T. Hunter Swimming Facility which is enclosed by the fence and includes the main building, swimming pool, pool deck, and cashier’s area. The term “Hunter Pool” does not include the fence itself, the parking lot or any other areas or improvements outside of the fence. Except to the extent of the YMCA’s negligence, the YMCA shall have no responsibilities with respect to the fence, the parking lot or any areas outside of the fence at the Cecil T. Hunter Swimming Facility.

(g) “Including” (which shall be used in the lower case) shall mean “including but not limited to.”

(h) “Monthly Invoice” is defined in Section 5 below.

(i) “One Time-Expenditure” shall mean an item of Cost paid, advanced or incurred by the YMCA which is unpredictable and randomly occurring and with respect to which the YMCA was required to devote minimal time or effort. An example of a One-Time Expenditure would be replacement of a pool pump where the YMCA was required to do little more than make a telephone call.

(j) “Opening Day” shall mean the first day of each Swim Season.

(k) “Revenues” shall mean all gross receipts and revenues of any kind generated at the Hunter Pool or the Scott Pool during each Swim Season, including daily admission fees, locker fees, vending machine receipts, swim lesson fees, private party fees and other user fees.

(l) “Scott Pool” shall mean only that portion of the Roger Scott Swimming Facility which is enclosed by the fence and includes the building, swimming pool, pool deck, and cashier’s area. The term “Scott Pool” does not include the fence itself, the parking lot or any other areas or improvements outside of the fence. Except to the extent of the YMCA’s negligence, the YMCA shall have no responsibilities with respect to the fence, the parking lot or any areas outside of the fence at the Scott Swimming Facility.

(m) “Swim Season” shall mean Memorial Day weekend through Labor Day weekend of each year for Normal Operating Hours as defined in Section (9)(a); provided that both parties may mutually agree to open earlier or remain open later.

(n) “Pre-season” shall mean the period from May 1st to Memorial Day.

(o) “Term of this Agreement” is defined in Section 4 below.

(p) “YMCA” shall mean the Young Men’s Christian Association of Northwest Florida, Inc., a Florida not-for-profit corporation.

(3) **Management and Operation of the Hunter Pool and Scott Pool.** During each Swim Season and Pre-season, the YMCA shall operate and manage the Hunter Pool and the Scott Pool in accordance with the terms and subject to the conditions of this Agreement.

(4) **Term of Agreement.** This Agreement shall commence on the Effective Date and shall terminate on at midnight on the 15th day after the Closing Day of the 2027 Swim Season (such time period being hereinafter referred to as the “Term of this Agreement”), unless sooner terminated by a party in accordance with the terms of this Agreement or unless renewed or extended pursuant to a written agreement duly executed by both parties. Unless otherwise provided in a written instrument executed by both parties, the terms of this Agreement shall apply to all renewals and extensions of this Agreement. This Agreement may be terminated by the City or by the YMCA for convenience upon ninety (90) days’ prior written notice by the terminating party to the non-terminating party.

(5) **Monthly Invoices for Costs, Capital Expenditures and YMCA Compensation.**

(a) The City shall be solely responsible for the payment of all Costs, One-Time Expenditures, and Capital Expenditures and shall reimburse the YMCA monthly for all Costs, One-Time Expenditures, and Capital Expenditures paid, advanced or incurred by the YMCA credited by the total amount of monthly Revenues collected by the YMCA, in accordance with this section and with the budget in Schedule 2, YMCA Swim Season Budget (“Schedule 2”), attached hereto and incorporated herein by this reference. Schedule 2 shall be amended and submitted to the Parks and Recreation Director or designee 60 days prior to the beginning of each Swim Season to reflect the current Swim Season Budget.

(b)The parties acknowledge and agree that the reimbursable expenses for YMCA pool operations are incorporated in the City of Pensacola Annual Budget. The City shall provide to the YMCA its annual adopted Budget for reimbursable expenses at least 60 days prior to the beginning of each Swim Season and the YMCA agrees not to exceed the City’s Annual Adopted Budget for reimbursable expenses, without prior written authorization from the City. Authority for authorizing any budget overruns will be consistent with the City’s established spending limits as provided in the City Charter and the City’s purchasing policy.

Both parties acknowledge and agree that some budgeted amount must be ascertainable to the City in advance, however, the parties also acknowledge and agree that Schedule 2 of this Agreement is based on current circumstances and planning predicable at the time of execution of this Agreement or in advance of each Swim Season. In the event of unforeseen future changes resulting in variances from Schedule 2 and YMCA Swim Season Budgets for subsequent years as described in 5 (a.-b.), the YMCA shall immediately notify in writing the City of Pensacola’s Parks and Recreation Director or authorized designee; by email or post to 222 West Main Street, Pensacola, FL 32502. Nothing herein shall be construed to allow YMCA to exceed their total allocated budget without prior written permission from the City. Both parties acknowledge and agree that if written permission to exceed the budget is not given, the City may need to reduce operating hours, increase fees, or take other measures to reduce reimbursable pool operation expenses so the YMCA does not exceed their swim season budget and the YMCA agrees to work amicably with the City to facilitate such measures. Additionally, any purchase greater than Twenty-Five Thousand Dollars (\$25,000) must be approved by the City in writing.

(c) On or before the fifteenth (15th) day of each month during the Term of this Agreement, the YMCA shall submit to the City an itemized invoice (the “Monthly Reimbursement Invoice”) listing all Costs, One-Time Expenditures, and Capital Expenditures paid, advanced or incurred by the YMCA during the preceding calendar month, together with other supporting documentation as the City may reasonably request. Without limiting the generality of the foregoing, each Monthly Invoice shall have as support the total amount of personnel expense by employee type. For purposes of this Agreement, the Agreed All-Inclusive Hourly Rates for YMCA Management Personnel are listed in Schedule 1 attached hereto and incorporated herein by reference (“Schedule 1”). Schedule 1 shall be amended and submitted to the Parks & Recreation Director or designee 60 days prior to each Swim Season to reflect the then-current hourly wage or salary rates of such employees. The Monthly Invoice shall also detail the Revenues collected in accordance with Section (6) below and reduce the total Monthly Reimbursement Invoice.

(d) As compensation for the services rendered by the YMCA for each Swim Season under this Agreement, the City shall pay the YMCA a management fee in the amount of \$15,000 per pool for a total of \$30,000 per Swim Season (“Management Fee”). The parties acknowledge and agree that, in the event one or both of the pools are not operated by the YMCA for any period of time in excess of fifteen (15) consecutive calendar days during the Swim Season the Management Fee shall be prorated based on the number of actual days of operation per pool per month. On or before the fifteen (15th) day of each month during the Swim Season, the YMCA shall submit to the City an invoice (the “Monthly Compensation Invoice”).

(e) Monthly Reimbursement Invoices and Monthly Compensation Invoices are hereinafter referred to individually, together and interchangeably as a “Monthly Invoice”. The City shall pay each Monthly Invoice within forty-five (45) days after receipt thereof including all necessary supporting documentation. The City shall pay a late charge equal to five percent (5%) of the amount of any Monthly Invoice that is not paid within such forty-five (45) day period in accordance with Florida Statue 218.74.

(6) Revenues. The YMCA shall collect all Revenues and shall keep written records of daily receipts of Revenues. The YMCA shall itemize all Revenues collected and received by the YMCA during the preceding calendar month on the Monthly Reimbursement Invoice, together with an itemized information sheet showing daily attendance at the pools and the sources of such Revenues and the daily records of such Revenues and other supporting documentation as the City may reasonably request.

(7) YMCA’s Responsibilities.

(a) General Operation; Pre-Opening and Closing Inspection. During each Swim Season and Pre-season, the YMCA shall operate the Hunter and Scott Pools in accordance with all applicable laws, rules and regulations (including local health department regulations) and with the minimum safety standards required by the City, including the City’s age-group standards. So long as the YMCA complies with the requirements of the preceding sentence, the YMCA, in its discretion, may operate the Hunter and Scott Pools in accordance with such other or higher standards as the YMCA deems desirable or as may be required by the YMCA’s insurance carriers.

The YMCA shall have the sole right and responsibility to determine the number and qualifications of all personnel performing services at the Hunter and Scott Pools, including lifeguards, and to determine all equipment required for the safe and efficient operation of the Hunter and Scott Pools. 60 Days prior to Opening Day of each Swim Season, the YMCA, with a City representative, shall inspect the Hunter and Scott Pools and shall provide to the City a written opening inspection report listing (i) required repairs or replacements and (ii) additional items of equipment deemed necessary by the YMCA in order to operate the Hunter and Scott Pools in a safe and efficient manner. The YMCA, with the City's consent and at the City's expense, shall perform such repairs and replacements and/or procure such additional items of equipment at least 30 days prior to Opening Day of each Swim Season, and notify the City of any repairs unable to be made by that time with an updated timeline to complete. At all times, the City reserves the right to perform, at its expense, any and all repairs or replacements and provide such additional items of equipment. Within 10 days after the close of the Swim Season the YMCA shall provide to the City a listing of all inventory and hard goods on hand at the Hunter and Scott Pools, and inspect the Hunter and Scott Pools and shall provide to the City a post-season inspection report listing (i) required repairs or replacements and (ii) additional items of equipment deemed necessary by the YMCA in order to operate the Hunter and Scott Pools in a safe and efficient manner, so that the City may perform, at its discretion, such repairs during the off-season. Within 5 days of receipt of the inventory listing and post-season inspection report, the City shall inspect the Hunter and Scott Pools to verify the inventory count and ensure that no additional repairs or replacements are necessary or warranted.

(b) Programs, Events, Activities and Fees. The City authorizes the YMCA to conduct or allow, during each Swim Season, such open swimming, programs, events and activities at the Hunter and Scott Pools as the YMCA deems desirable; provided that the fees and charges for the use of the Hunter and Scott Pools shall be determined by the City in its sole discretion. The 2025 Fee Schedule is attached hereto and incorporated herein by this reference as Schedule 3 ("Schedule 3"), and shall be amended by the City prior to each Swim Season to reflect the then as of current fee and operating schedule. In the interest of maximizing public access, the YMCA shall not rent out the Hunter and Scott Pools exclusively to private parties during normal operating hours without prior approval from the Parks & Recreation Director or designee

(c) Staffing. During each Swim Season, the Hunter and Scott Pools shall be staffed solely by YMCA personnel, all of whom shall be employees of the YMCA and not employees of the City; provided that the YMCA, at its option, may "lease" any or all of such employees. The YMCA shall pay or cause to be paid wages, state unemployment insurance, federal unemployment insurance, workers' compensation insurance and normal and customary benefits (if any) with respect to each such YMCA employee, and all such amounts paid to or on behalf of each such YMCA employee shall be considered to be Costs for which the City shall reimburse the YMCA in accordance with Section (5) above. The YMCA shall also withhold, or cause to be withheld, income taxes, social security and any other amounts required by law to be withheld from the wages payable to each such YMCA employee.

(d) Additional YMCA Personnel Requirements. The YMCA shall perform or comply with the following provisions:

1. The YMCA shall train all personnel working at the Hunter and Scott Pools during each Swim Season. YMCA shall provide to the City copies of all training logs for YMCA staff performing services under this Agreement within ten (10) business days of written request by the City.
2. All YMCA personnel working at the Hunter and Scott Pools shall have proper credentials and training and shall comply with Florida Statutes regulating public swimming and bathing facilities pertaining to pool service technicians, swimming instructors and lifeguards. Without limiting the generality of the foregoing, all YMCA lifeguards at the Hunter and Scott Pools shall have current certifications issued by the YMCA, Red Cross, Ellis, Starguard or other nationally recognized lifeguard certifier. YMCA shall provide to the City copies of current certifications for all YMCA staff performing services under this Agreement within ten (10) business days of written request by the City.
3. All YMCA personnel working at the Hunter and Scott Pools shall be required to complete a State approved background check and a drug test from a site approved by the YMCA prior to employment. The YMCA shall confirm with the City that all YMCA personnel working at the Hunter and Scott Pools have had an approved background check and a drug test and YMCA shall provide to the City copies of such documentation within ten (10) business days of written request by the City.
4. All on-duty YMCA personnel working at the Hunter and Scott Pools shall wear a YMCA-approved uniform for men and women.
5. All YMCA personnel working at the Hunter and Scott Pools shall be required to participate in the YMCA's orientation training and YMCA shall provide to the City documentation of such within ten (10) business days of written request by the City.
6. All on-duty YMCA personnel working at the Hunter and Scott Pools shall have the authority to enforce all City and YMCA rules applicable at the Hunter and Scott Pools and to discipline anyone inside the Hunter and Scott Pools in accordance with the published and posted rules of the City and the YMCA.
7. The YMCA's full time management staff, primarily the YMCA's Aquatics Director, shall supervise all YMCA personnel working at the Hunter and Scott Pools.

(e) Personnel Responsibilities. YMCA personnel shall perform the following duties at the Hunter and Scott Pools:

1. Lifeguard main pool and zero depth entry pool.
2. Check water chemistry and record readings as required by Health Department. The YMCA shall provide the chemical logs upon request of the City within ten (10) business days of written request by the City.
3. Maintain chlorine and pH balance of pool water as required.
4. Clean tiles around pool edge as needed.
5. Run filtration system continually and back wash filtration system as needed.
6. Clean pump system hair and lint strainer basket(s) as needed.
7. Pick up trash in swimming pool area as needed.
8. Vacuum pool as needed.
9. Empty trash receptacles as needed.
10. Straighten deck furniture as needed.
11. Clean bathhouse facilities daily, keep open to the public when the pools are open, and inspect between swim sessions.
12. Replenish janitorial supplies in bathhouse as needed.
13. Enforce City and YMCA rules for the safety and convenience of all pool users.
14. Appropriately address any inappropriate actions by any swimming pool participants.
15. Call 911 if a situation warrants.
16. Report to City (verbally and in writing) all incidents that require any first aid treatment or medical attention (if known).
17. Lock and secure facility upon closing (if applicable).
18. Man the Hunter and Scott Pools entrance and handle all admissions to facility.
19. Conduct a walkthrough of the facilities to ensure vacancy between swim sessions and prior to closing.

20. Develop and manage aquatic programs.

21. Develop cash management system.

(f) Pool Opening Duties. After the closing of the pool each day and before opening the pool the following day to swimmers, the YMCA shall complete the following on a daily basis or as required:

1. Clean pool (pool must be algae free).
2. Clean off pool deck.
3. Inspect pool test kits.
4. Visually inspect all filtration equipment, chemical feed pumps, gauges, flow meters and pressure gauge.
5. Visually inspect all skimmers, vacuum, returns, and deck hardware.
6. Visually inspect slides, guard chairs and ladders.
7. Clean bathhouse.
8. Apply all necessary chemicals to establish proper levels in accordance with paragraph (h) below.
9. Set out and clean deck furniture.
10. Clean and organize office, guard room, pump room, and storage facilities on site.

(g) Pre-Season Duties. Starting May 1st, the YMCA shall conduct all of the Pool Opening duties in paragraph (f) at a time and frequency sufficient to be ready for Opening Day of the Swim Season in addition to the following:

1. Remove debris and trash from pool covers and the facility.
2. De-winterize any equipment and inspect for damages.
3. Reconnect pool equipment and accessories including but not limited to pressure gauges, flow meters, and skimmer baskets.
4. Add water and inspect for leaks.
5. Start equipment to ensure operational.
6. Clean pool surfaces thoroughly to remove algae and other buildups.
7. Skim any remaining debris off the surface.
8. Filter water continuously for 12 hours.
9. Test water to obtain overall water quality.

10. Maintain chemical levels in accordance with paragraph (h) including retesting and adjusting.

(h) Water Quality. YMCA shall be responsible for maintaining the condition of the swimming pool water within the requirements of the local health department while pool is open to swimmers. YMCA shall monitor, record and maintain the appropriate levels of free chlorine, pH, total alkalinity, calcium hardness and cyan uric acid. YMCA shall take reasonable measures to ensure proper water quality at all times, including at closing, but the City acknowledges that water quality will change hourly based on the elements and other matters beyond the YMCA's control. Accordingly, the YMCA shall not be liable for any loss of revenues, damage to equipment or other damage resulting from improper water quality unless such improper water quality is solely caused by the negligence, recklessness or intentional wrongful misconduct of YMCA personnel. If, in the discretion of the YMCA, it is determined that the water quality is insufficient to properly operate the pool at opening or any other time, the YMCA shall have the right to close the pool for such period of time as shall be necessary to correct the water quality, without any change or adjustment of the provisions of this Agreement. Further, the YMCA shall close the pool and appropriately treat the pool water as required by applicable laws, rules and regulations in the event that the YMCA becomes aware that fecal matter, vomit or blood has contaminated the pool, without any change or adjustment of the provisions of this Agreement.

(i) Marketing. The YMCA shall assist in funding mutually agreeable joint marketing and promotional efforts to promote the Hunter and Scott Pools and the City-YMCA collaboration.

(j) Chemicals. Subject to the provisions of Section 7(a) above, prior to May 1st preceding each Swim Season and from time to time as needed during each Swim Season, the YMCA, shall purchase and supply all pool chemicals necessary to maintain proper water chemistry and quality pursuant to Section 7(g) above, to include as necessary: chlorine, diatomaceous earth, algaecide, calcium chloride, soda ash, sodium bicarbonate, pool acid stabilizer and salt. Should additional chemicals or labor be required in order to maintain or correct pool water chemistry due to failure or breakdown of pool equipment or loss of water due to a defect in or breakdown of the pool or recirculation system, YMCA shall notify City of such breakdown or defect. City will make all necessary repairs as quickly as possible. Should the City be unable to make the repairs in a timely manner, City agrees to pay for any expenses incurred by the YMCA for additional chemicals and/or labor costs required to correct the problem.

(k) Cleaning Supplies and Equipment. Subject to the provisions of Section 7(a) above, prior to May 1st preceding each Swim Season and from time to time as needed during each Swim Season, the YMCA, shall purchase and supply all necessary cleaning supplies and equipment, including water hoses and nozzles, mops, brooms, buckets, dust pans, toilet bowl brushes and cleaners, all-purpose cleaners, disinfectants, soap, paper towels, light bulbs, trash receptacles, trash bags, gas blower and gasoline necessary to maintain exemplary management of the Hunter and Scott Pools.

(l) Pool, Lifesaving and Safety Supplies and Equipment. Subject to the provisions of Section 7(a) above, prior to Opening Day of each Swim Season and from time to time as needed during each Swim Season, the YMCA shall purchase and supply all necessary pool, lifesaving and

safety supplies and equipment, including a complete first aid kit and first aid supplies satisfactory to the YMCA and in compliance with local health department regulations, an Automatic External Defibrillator (“AED”), life jackets, ring buoys, throw ropes, rescue tubes, swim aids, lifeguard stand with umbrella, pool chemical test kit and chemical feed pump.

(m) Internal Controls, Records, Audit and Budgets. The YMCA shall establish and maintain internal controls adequate to ensure that all Costs paid, advanced or incurred by the YMCA are properly supported, approved and included in a budget approved by the City and that all Revenues are collected, deposited timely and reflected on the Monthly Invoice to the City. All such Costs paid, advanced or incurred by the YMCA pursuant to such approved budget are hereby deemed approved by the City, and the YMCA is hereby authorized to make expenditures in accordance with such approved budget without further requests to or authorization from the City. YMCA shall keep a separate accounting of City funds and keep records and accounts of its financial affairs relating to the operation and management of the Hunter and Scott Pools which shall be available for examination and audit by the City for a period of three (3) years following the termination of this Agreement and all other pending matters are closed. Upon request, the YMCA shall produce all documents required by the City’s auditors detailing the expenditure of City monies. Further, the YMCA shall furnish, if otherwise available and if requested by the City, a copy of any audit report or other financial examination report of YMCA operations during the Term of this Agreement prepared by an independent certified public accountant licensed and in good standing in the State of Florida.

(n) Budgets. The budget for the 2025 Swim Season, which has been approved by the City and the YMCA, is attached hereto as Schedule 2 and is incorporated herein by reference. 60 days prior to each Swim Season, the City and the YMCA shall agree upon a budget for such Swim Season, and Schedule 2 to this Agreement shall be amended to include such budget.

(8) City’s Responsibilities.

(a) Non-Swim Season. Except as otherwise expressly provided in this Agreement during a Swim Season and Pre-season, the City shall be solely responsible for the regulation, operation, care, maintenance, repair and security of the Hunter and Scott Pools.

(b) Outside the Fence Areas. At all times during the Term of this Agreement, the City shall be solely responsible for the regulation, operation, care, maintenance, repair and security of the fence surrounding the Hunter and Scott Pools and all portions of the Hunter and Scott Pools outside of such fence, including the parking lot.

(c) Access to the Hunter and Scott Pools. Beginning May 1st preceding each, Swim Season, and at other times to facilitate additional responsibilities, and continuing during each Swim Season, the City shall permit the YMCA and its employees to have free and unrestricted access to the Hunter and Scott Pools. City shall provide to the YMCA three (3) sets of keys to all locks required to access and operate the Hunter and Scott Pools by May 1st prior to Opening Day of each Swim Season. Further, the City shall provide to the YMCA three (3) sets of new keys within three (3) days prior to any change of the existing locks for the Hunter and Scott Pools. The YMCA shall provide keys to authorized personnel only. Notwithstanding the foregoing, the

YMCA may at any time and from time to time, in its discretion, change any or all locks at the Hunter and Scott Pools, provided that the YMCA shall promptly provide to the City three (3) sets of new keys to each lock. In such event, the City shall provide such keys only to authorized personnel requiring access to the Hunter and Scott Pools during the Swim Season.

(d) Telephone and Other Utilities. During each Swim Season, the City, at its sole expense, shall install, activate and maintain in working order an operational touch tone, land-line telephone, capable of both receiving and sending calls, which shall be accessible to the YMCA's lifeguards at pool side. Consistent with health department regulations and for safety reasons, the pool shall be open only when the telephone is operational. The City shall also provide, at its sole expense, such other utilities services (e.g., electricity, natural gas, air-conditioned building, water and sewer, and trash/garbage pickup) as are required for the safe and efficient operation of the Hunter and Scott Pools. Should YMCA determine that internet access is required for pool operations during the Swim Season, the YMCA may facilitate the activation of the service prior to the Swim Season, provided YMCA deactivates the service at the close of the Swim Season. The City will reimburse the YMCA for the installation and cost of the internet service as mutually agreed to by the parties prior to commitment and activation of the internet service.

(e) Health Department Inspection/Notice. Prior to Opening Day of each Swim Season, the City shall provide to the YMCA the local health department's inspection and notice for the Hunter and Scott Pools indicating that the pools are in compliance with applicable rules and regulations.

(f) City's Pool Rules. Not less than four weeks prior to Opening Day of each Swim Season, the City shall provide to the YMCA a copy of the City's rules and regulations pertaining to the Hunter and Scott Pools.

(g) Maintenance, Repairs and Replacements. The City shall be solely responsible for the cost of all maintenance, repairs and replacements at the Hunter and Scott Pools, including repairs and replacements necessitated by fire, wind, water, theft, or vandalism; provided that YMCA employees shall perform the routine cleaning and maintenance services set forth elsewhere in this Agreement. Prior to Opening Day of each Swim Season, the City shall ensure that all buildings, improvements and equipment at the Hunter and Roger Scott Pools are in good working order and condition. In the event the YMCA identifies a needed item of maintenance, repair or replacement, the YMCA shall notify the City in writing, and the City shall promptly either cause such maintenance, repair or replacement work to be accomplished or shall, with the YMCA's consent, authorize the YMCA to accomplish or cause to be accomplished such maintenance, repair or replacement work. Any of the foregoing to the contrary notwithstanding, the YMCA shall be solely responsible for the costs of repairing any damage which is solely the result of the negligence, recklessness or intentional wrongful misconduct of the YMCA or any YMCA employee. Any of the foregoing to the contrary notwithstanding, if in the YMCA's good faith judgment it would be impractical under the circumstances to give prior notice to the City, the YMCA shall be entitled to make such maintenance, repairs and replacements without prior notice to the City, but the YMCA shall give the City written notice of such repairs as soon as reasonably practical thereafter.

(h) Questions, Complaints, Comments and Suggestions. The City shall promptly communicate directly with the YMCA CEO or designee, with regard to any questions, complaints, comments and suggestions from the City or any citizen or user of the Hunter and Scott Pools concerning the Hunter and Scott Pools, the YMCA's pool staff, the YMCA's management, the YMCA's operation of the Hunter and Scott Pools, or the YMCA's performance of its obligations and services under this Agreement.

(i) YMCA Signage. The City shall allow the YMCA to display YMCA signage at the Hunter and Scott Pools, subject to the City's reasonable prior approval.

(j) Marketing. The City shall assist in funding mutually agreeable joint marketing and promotional efforts to promote the Hunter and Scott Pools and the City-YMCA collaboration.

(9) Hours of Operation; Rain Days; Pool Closing.

(a) Normal Operating Hours. The normal operating hours of the Hunter Pool during each Swim Season are specified in Schedule 3, and subject to amendment each year, and at any time during the season, at the discretion of City of Pensacola Parks & Recreation Director or designee, by giving the YMCA written notice of such changes. The utilization of the swimming pool (which may include, but not be limited to, open swimming, lap swimming, swim lessons, swim team practice, private parties, staff shortages and down time for cleaning) during those operating hours shall be in the discretion of the YMCA in consultation with the Parks & Recreation Director or designee. At any time during the season, the City of Pensacola Parks & Recreation Director or designee may adjust normal operating hours and pool utilization activities at their discretion by giving the YMCA written notice.

(b) Weather-Related Pool Closings. The YMCA shall, in its good faith discretion, close the pool temporarily, for all or any part of any day or days, as and when the YMCA deems necessary or prudent because of threatened or actual inclement weather, without any change or adjustment of the provisions of this Agreement. The YMCA shall notify all user groups that have a scheduled pool activity of such closings as soon as a decision is made to close the pool for all or any part of any day or days.

(c) Emergency Pool Closings. Either the City or the YMCA may, in its good faith discretion, close the pool temporarily, for all or any part of any day or days, in the event of any emergency caused by equipment breakdown, repairs, acts of God or other causes beyond the control of the YMCA or the City, without any change or adjustment of the provisions of this Agreement. The YMCA shall notify all user groups that have a scheduled pool activity of such closings as soon as a decision is made to close the pool for all or any part of any day or days.

(d) Closing for Remainder of Season. In the event that the pool becomes non-operational or unsafe due to unforeseen circumstances which are not the fault of either party, and as a result thereof the pool must be closed for the remainder of the then-current Swim Season, the Hunter and Scott Pools shall be closed for the remainder of the then-current Swim Season, whereupon the parties shall comply with their respective obligations under this Agreement and, in

addition, shall negotiate in good faith a fair and equitable adjustment with respect to any other amounts due or owing by either party to the other as a result of such early closing.

(10) Insurance and Indemnification.

(a) During the Term of this Agreement, the YMCA, at its sole expense, shall procure and maintain insurance of the types and to the limits specified in this Section 10. The policies of insurance evidenced by the insurance certificates heretofore or hereafter submitted to the City by or on behalf of the YMCA shall be deemed acceptable to the City unless and to the extent that the City delivers to the YMCA written objections thereto specifying any perceived deficiencies within thirty (30) days after the later of the date of this Agreement or the City's receipt of the insurance certificate, whichever is later. The policies of insurance evidenced by subsequent renewal certificates submitted to the City shall be deemed acceptable to the City unless and to the extent that the City delivers to the YMCA written objection thereto specifying any perceived deficiencies within thirty (30) days after the City's receipt of the renewal insurance certificate.

(b) As used in this Section 10, the term City shall mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

(c) Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the protection of both the YMCA and the City.

(d) Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

1. Workers' Compensation. The YMCA shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations required by law. Additionally, such workers' compensation insurance policy, or a separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person -accident, **\$100,000** each person - disease, **\$500,000** aggregate - disease.
2. Commercial General, Automobile and Umbrella Liability Coverage. The YMCA shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability policy filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of **\$1,000,000** per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage

required. If the required limits of liability afforded should become impaired by reason of any claim, then the YMCA agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

3. Commercial General Liability. Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. This policy must be endorsed to include coverage for Abuse/Molestation. Fire Legal Liability must be provided with minimum limits of \$100,000 per occurrence. The coverage shall be written on occurrence-type basis.
4. Business Auto Policy. Business Auto Policy coverage must be provided if applicable, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use. Evidence of personal automobile coverage may be provided for each staff member in lieu of a business automobile policy.
5. Umbrella Liability Insurance. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage's. The coverage shall be written on an occurrence-type basis.

(e) Certificates of Insurance. Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this Agreement shall be listed. If required by the City, the YMCA shall furnish copies of the YMCA's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The YMCA shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not replaced within a time period that is reasonable under the circumstances, in a manner reasonably acceptable to the City, the YMCA shall, upon instructions of the City, cease all operations under the Agreement until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521.

(f) Insurance of the YMCA Primary. The YMCA required coverage shall be considered primary and all other insurance shall be considered as excess, over and above the YMCA's coverage. The YMCA's policies of coverage will be considered primary as relates to all provisions of the Agreement.

(g) Loss Control and Safety. The YMCA shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the YMCA shall not be deemed to be an agent of the City. In fulfilling its responsibilities under this agreement, the YMCA shall not employ or utilize the volunteer services of any person who has been convicted of or pled guilty or nolo contendere to or has had an adjudication withheld of any of the following charges: A sexual offense, child abuse, contributing to delinquency of a minor, or abuse of an elderly or vulnerable person. Reasonable precaution shall be exercised at all times by the YMCA for the protection of all persons, including employees, and property. The YMCA shall make reasonable effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

(h) Indemnification and Hold Harmless by YMCA. The YMCA shall indemnify and hold harmless the City, its officers and employees, from any and all liabilities, damages, losses, and costs, including reasonable attorney's fees, to the extent caused solely by the negligence, recklessness or intentional wrongful misconduct of the YMCA and persons employed or utilized by the YMCA in the performance of this Agreement. The YMCA's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

(i) Indemnity by City. To the full extent permitted by applicable law, up to the limits mandated by Florida Statutes Section 768.28, City shall indemnify and hold harmless the YMCA, its officers, agents, representative, employees and volunteers, from any and all liabilities, damages, losses, and costs, including reasonable attorney's fees, to the extent caused solely by the negligence, recklessness or intentional wrongful misconduct of the City and persons employed or utilized by the City in the performance of this Agreement.

(j) Sovereign Immunity by City. The City asserts sovereign immunity to the extent permitted by Florida law and within the limits of liability set forth in Florida Statutes Section 768.28. The City reserves the right in this agreement to assert any claim for relief to which it may be entitled in the event of a breach or injury of any kind, and further reserves the right to assert any defense available to any claim which may be asserted against it, including the defense of sovereign immunity.

(k) City Self Insurance. The City is, and shall remain at all times during the Term of this Agreement, a qualified Self-Insurer under the applicable Florida Statutes and the regulations promulgated thereunder.

(11) Default; Termination of Agreement.

(a) Default by the YMCA. In the event that the YMCA defaults under any of its obligations under this Agreement, the City may exercise any and all remedies available to it at law, in equity or under this Agreement and, in addition, may terminate this Agreement by giving the YMCA not less than ten (10) days' written notice of termination; provided that in the event that such default is a default other than for the payment of Revenues to the City pursuant to Section 6

above, the City may not give notice to terminate this Agreement nor exercise any other rights or remedies by reason of such default until the City has given the YMCA written notice of such default and the YMCA has failed to cure such default within thirty (30) days after receipt of such notice. Notwithstanding the foregoing or any other provision of this Agreement, in no event shall the YMCA be liable to the City for consequential, special, exemplary or punitive damages.

(b) Default by the City. In the event that the City defaults under any of its obligations under this Agreement, the YMCA may exercise any and all remedies available to it at law, in equity or under this Agreement and, in addition, may terminate this Agreement by giving the City not less than ten (10) days' written notice of termination; provided that in the event that such default is a default other than for the payment of a Monthly Invoice pursuant to Section 5 above, the YMCA may not give notice to terminate this Agreement nor exercise any other rights or remedies by reason of such default until the YMCA has given the City written notice of such default and the City has failed to cure such default within thirty (30) days after receipt of such notice. Notwithstanding the foregoing or any other provision of this Agreement, in no event shall the City be liable to the YMCA for consequential, special, exemplary or punitive damages.

(12) Notices. All notices required or permitted by this Agreement to be given or delivered by one party to the other shall be deemed to have been duly given and received (i) when hand delivered to the office of the receiving party at its address set forth below; (ii) when successfully faxed to the receiving party at its fax number set forth below; or (iii) three days after mailing by U.S. certified mail, return receipt requested, to the receiving party at its address set forth below; provided that any notice that is received (whether by hand-delivery, fax or U.S. mail) by the receiving party on a Saturday, Sunday or legal holiday recognized by the State of Florida, or that is received by the receiving party after 5:00 p.m. on any business day, shall be deemed to have been delivered and received on the next day thereafter that is not a Saturday, Sunday or legal holiday.

(a) If to the City:

Director of Parks and Recreation Department
City of Pensacola
222 West Main Street
Pensacola, FL 32502
Work Telephone: 850.436.5679
Fax Number: 850.436.5199

With copy to:

City Administrator
222 West Main Street
Pensacola, FL 32502
Work Telephone: 850.435.1696
Fax Number: 850.435.1611

(b) If to the YMCA:

Michael Bodenhause
CEO
YMCA of NW Florida

PO Box 13170
Pensacola, FL 32502
Work Telephone: 850.432.8327

Fax Number: 850.465.9924

(13) Miscellaneous.

(a) Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any litigation for the interpretation or enforcement of this Agreement shall be in Escambia County, Florida.

(b) Records. The parties acknowledge and agree that the YMCA is operating the pools on behalf of the City and as such may be subject to the public records law pursuant to Chapter 119, Florida Statutes, as amended.

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

(d) Survival. All provisions, which by their inherent character, sense and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

(e) Interpretation. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

(f) Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

(g) Further Actions. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

(h) No Waiver. The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

(i) Execution Deadline: This Agreement must be signed by all parties no later than April 7, 2025. If not executed by this date, the Agreement shall be deemed null and void unless an extension is agreed to in writing by both parties.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and sealed as of the day and year first above written.

CITY OF PENSACOLA,
a Florida municipal corporation

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF NORTHWEST
FLORIDA, INC.,** a Florida not-for-profit
corporation

By: _____
D.C. Reeves
Mayor

By: _____
Michael Bodenhause
Chief Executive Officer

Attest:

City Clerk

Attest:

By: _____
Printed name: _____
Corporate Secretary

Approved as to content:

Ben Heistein, Director of
Parks and Recreation Department

Legal in form and valid as drawn:

City Attorney

SCHEDULE 1

Agreed All-Inclusive Hourly Rates for YMCA Management Personnel

YMCA Staff Account	\$29.74/hour
YMCA Aquatics Director	\$29.70/hour

SCHEDULE 2

YMCA Swim Season Budget (Amended and Submitted to Parks Director or Designee 60 days prior to beginning of each Swim Season per 5 (a),(b.)

YMCA of Northwest Florida
2025 City Pool Swim Season Budget
May - September 2025

		May 2025	June 2025	July 2025	August 2025	September 2025	Total 2025
		Budget	Budget	Budget	Budget	Budget	Budget
05	City Pools						
020800	Hunter Pool						
01-05-01-1010-020800	Government Fees & Grants - HP						
01-05-01-1450-020800	Facility Rental Income - HP					7,500	7,500
01-05-03-1300-020800	Program Income - HP Membership	1,000	2,800	2,800	1,000		1,000
01-05-03-1320-020800	Program Swim Lessons - HP			7,100			5,600
01-05-03-1321-020800	Program-Daily Swim HP	3,200	10,000		3,000	50	23,350
	Revenue	4,200	12,800	9,900	3,000	7,550	37,450
01-05-01-2117-020800	NonEx- Training HP	900					900
01-05-01-2150-020800	NonEx - Clerical HP	3,565	6,982	7,276	3,498	201	21,522
01-05-01-2160-020800	NonEx - Maintenance HP	2,088	1,530	1,476	1,620	450	7,164
01-05-01-2315-020800	Payroll Taxes HP	1,918	3,325	3,453	1,751	134	10,581
01-05-01-2460-020800	Contract Services iSolved HP	200	225	225	225	100	975
01-05-01-2591-020800	Supplies-Office HP	100	30	20	170		170
01-05-01-2843-020800	R&M Bldg & Grounds - HP	2,500	1,500	1,500	500		6,000
01-05-01-2930-020800	Expendable Equipment Purchases - Hunter Pool	500					500
01-05-01-3210-020800	Travel Reimbursement - HP	35	80	80	40	15	250
01-05-01-3280-020800	Pre-employment Screening - HP	1,150	550	100			1,800
01-05-01-3720-020800	Bank Service Fees - HP	50	125	250	150	100	675
01-05-01-3810-020800	Insurance General Liability	111	111	111	111	111	553
01-05-02-3331-020800	Employee Uniforms - HP	990					990
01-05-03-2100-020800	Full-time Staff	2,844	5,570	5,804	2,791	161	17,169
01-05-03-2120-020800	NonEx- Swim Instructors HP	507	994	1,036	498		3,035
01-05-03-2120-020800	NonEx - Lifeguard HP	9,279	18,173	18,939	9,106	524	56,021
01-05-03-2520-020800	Supplies-Pool Chemical HP	5,255	4,120	4,720	4,770	4,000	22,865
01-05-03-2540-020800	Supplies-Program HP	1,817	606				2,423
01-05-03-2560-020800	Supplies - Janitorial - HP	450		100	50		600
	Expense	34,260	43,919	45,089	25,130	5,795	154,193
020800	Hunter Pool	(30,060)	(31,119)	(35,189)	(22,130)	1,755	(116,743)
020900	Roger Scott						
01-05-01-1450-020900	Facility Rental Income RS					5,200	5,200
01-05-03-1300-020900	Program - Pool Membership RS	1,500	1,000	250			2,750
01-05-03-1320-020900	Program Swim Lessons - RS		2,800	2,800			5,600
01-05-03-1321-020900	Program-Daily Swim RS	5,000	20,500	13,000	10,000	400	48,900
	Revenue	6,500	24,300	16,050	10,000	5,600	62,450

YMCA of Northwest Florida
2025 City Pool Swim Season Budget
May - September 2025

	September					Total 2025
	May 2025	June 2025	July 2025	August 2025	2025	
	Budget	Budget	Budget	Budget	Budget	Budget
01-05-01-2117-020900	NonEx -Training RS	900				900
01-05-01-2150-020900	NonEx - Clerical RS	4,151	9,185	9,658	4,369	27,570
01-05-01-2315-020900	Payroll Taxes RS	1,959	4,137	4,350	1,968	12,505
01-05-01-2460-020900	Contract Services ISolved RS	200	225	225	225	975
01-05-01-2591-020900	Supplies-Office RS	100	30	20	20	170
01-05-01-2620-020900	Telephone	400	200	200	200	1,200
01-05-01-2843-020900	R&M Bldg & Grounds RS	2,500	1,500	1,500	500	6,000
01-05-01-2930-020900	Expendable Equipment Purchases - Roger Scott	500				500
01-05-01-3210-020900	Travel Reimbursement - RS	35	80	80	40	250
01-05-01-3280-020900	Pre-employment Screening - RS	1,150	550	100		1,800
01-05-01-3720-020900	Bank Service Fees - RS		150	500	300	1,250
01-05-01-3810-020900	Insurance General Liability	164	164	164	164	818
01-05-02-3331-020900	Employee Uniforms - RS	990				990
01-05-03-2100-020900	Full-time Staff	2,713	6,004	6,314	2,856	18,023
01-05-03-2120-020900	NonEx- Swim Instructors RS	519	1,149	1,208	546	3,422
01-05-03-2120-020900	NonEx Lifeguard RS	11,312	25,031	26,321	11,907	75,136
01-05-03-2520-020900	Supplies-Pool Chemical RS	5,755	4,360	4,720	5,510	20,345
01-05-03-2540-020900	Supplies-Program RS	1,817	606			2,423
01-05-03-2560-020900	Supplies - Janitorial - RS	450		100	50	600
	All-inclusive hourly rate	3,300	2,700	2,700	2,500	11,600
	Expense	38,915	56,070	58,159	31,155	2,178
						186,477
020900	Roger Scott	(32,415)	(31,770)	(42,109)	(21,155)	3,422
						(124,027)
05	City Pools	(62,475)	(62,890)	(77,298)	(43,285)	5,177
						(240,770)
	Management Fee	6,000	6,000	6,000	6,000	6,000
						30,000
	Total 2025 Swim Season Budget	(68,475)	(68,890)	(83,298)	(49,285)	(823)
						(270,770)

YMCA of Northwest Florida
2024 City Pool Swim Season Budget
May - September 2024

Account Number	Account Name	24-May Budget	24-Jun Budget	24-Jul Budget	24-Aug Budget	24-Sep Budget	2024 Budget
01-05-01-1010-020800	Government Fees & Grants - HP	-	-	-	-	3,500.00	3,500.00
01-05-01-1450-020800	Facility Rental Income - HP	300.00	150.00	650.00	150.00	-	1,250.00
01-05-01-1450-020900	Program Income - HP Membership	263.00	200.00	679.00	-	-	200.00
01-05-03-1300-020800	Program - Pool Membership RS	1,050.00	4,600.00	5,533.00	1,800.00	211.00	1,942.00
01-05-03-1321-020800	Program-Daily Swim HP	4,000.00	16,000.00	14,200.00	6,900.00	655.00	13,194.00
01-05-03-1321-020900	Program-Daily Swim RS	-	-	-	-	-	41,755.00
01-05-03-1323-020900	Program-Swim Team RS	-	-	-	-	-	-
Total Revenue		5,613.00	21,950.00	21,062.00	8,850.00	4,366.00	61,841.00
01-05-01-2117-020800	NonEx - Training HP	800.00	-	-	-	-	800.00
01-05-01-2117-020900	NonEx - Training RS	-	-	-	-	-	-
01-05-01-2150-020800	NonEx - Clerical HP	2,050.00	6,200.00	6,400.00	3,300.00	400.00	18,350.00
01-05-01-2150-020900	NonEx - Clerical RS	-	-	-	-	-	-
01-05-01-2150-020900	NonEx - Maintenance HP	1,400.00	2,000.00	2,000.00	1,700.00	700.00	25,000.00
01-05-01-2315-020800	Payroll Taxes HP	1,155.00	3,040.00	3,130.00	1,680.00	400.00	8,500.00
01-05-01-2315-020900	Payroll Taxes RS	1,180.00	3,730.00	3,960.00	1,870.00	350.00	9,405.00
01-05-01-2460-020800	Contract Services Isolved HP	250.00	250.00	250.00	250.00	150.00	1,150.00
01-05-01-2460-020900	Contract Services Isolved RS	-	-	-	-	-	-
01-05-01-2591-020800	Supplies-Office HP	100.00	-	-	-	-	100.00
01-05-01-2591-020900	Supplies-Office RS	-	-	-	-	-	-
01-05-01-2620-020900	Telephone	290.00	190.00	190.00	190.00	50.00	910.00
01-05-01-2843-020800	R&M Bldg & Grounds - HP	2,500.00	2,500.00	-	-	-	5,000.00
01-05-01-2843-020900	R&M Bldg & Grounds RS	-	-	-	-	-	-
01-05-01-2930-020800	Expendable Equipment Purchases - HP	500.00	-	-	-	-	500.00
01-05-01-2930-020900	Expendable Equipment Purchases - RS	-	-	-	-	-	-
01-05-01-3210-020800	Travel Reimbursement - HP	65.00	70.00	25.00	30.00	10.00	200.00
01-05-01-3210-020900	Travel Reimbursement - RS	-	-	-	-	-	-
01-05-01-3280-020800	Pre-employment Screening - HP	600.00	400.00	115.00	40.00	-	1,155.00
01-05-01-3280-020900	Pre-employment Screening - RS	-	-	-	-	-	-
01-05-01-3720-020800	Bank Service Fees - HP	-	5.00	52.00	55.00	21.00	133.00
01-05-01-3720-020900	Bank Service Fees - RS	-	-	-	-	-	-
01-05-01-3810-020800	Insurance General Liability	553.00	553.00	319.00	340.00	139.00	862.00
01-05-01-3810-020900	Insurance General Liability	-	-	-	-	-	-
01-05-02-3331-020800	Employee Uniforms - HP	818.00	818.00	818.00	818.00	553.00	2,765.00
01-05-02-3331-020900	Employee Uniforms - RS	-	-	-	-	-	-
01-05-03-2100-020800	Full-time Staff	675.00	-	-	-	-	675.00
01-05-03-2100-020900	Full-time Staff	-	-	-	-	-	-
01-05-03-2120-020800	NonEx - Lifeguard HP	1,700.00	4,900.00	5,000.00	2,600.00	1,000.00	15,100.00
01-05-03-2120-020900	NonEx - Lifeguard RS	-	-	-	-	-	-
01-05-03-2520-020800	Supplies-Pool Chemical HP	5,500.00	23,000.00	24,000.00	11,500.00	1,800.00	51,300.00
01-05-03-2520-020900	Supplies-Pool Chemical RS	-	-	-	-	-	-
01-05-03-2540-020800	Supplies-Program HP	1,000.00	6,500.00	10,000.00	6,000.00	2,200.00	25,200.00
01-05-03-2540-020900	Supplies-Program RS	-	-	-	-	-	-
01-05-03-2560-020800	Supplies - Janitorial - HP	400.00	1,448.00	-	-	-	2,348.00
01-05-03-2560-020900	Supplies - Janitorial - RS	-	-	-	-	-	-
Total Expense		57,876.00	97,456.00	98,077.00	52,746.00	14,551.00	320,766.00
Change in Net Assets		(52,263.00)	(75,506.00)	(77,015.00)	(43,896.00)	(10,185.00)	(258,865.00)
Reimbursement Management Fee		\$ (52,263.00)	\$ (75,506.00)	\$ (77,015.00)	\$ (43,896.00)	\$ (10,185.00)	\$ (258,865.00)
		\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (30,000.00)
		\$ (58,263.00)	\$ (81,506.00)	\$ (83,015.00)	\$ (49,896.00)	\$ (16,185.00)	\$ (288,865.00)

SCHEDULE 3

(Subject to change per Section 7 (b.) and Section 9 (a.)

Cecil Hunter Pool 2025

May 24 – Aug 10	Fee
Monday - Friday	Daily Admission
Session 1 – Open Swim 9:00am – 1:30pm	Adults (18+) \$4.00 CC \$4.20
Session 2 – Open Swim 2:00pm – 5:00pm	Children (3-17) \$3.00 CC \$3.15
<u>Swim Lessons 9:00 am – 10:00 am for Boys and Girls Club</u>	2 & Under Free
Swim Lessons 5:00 pm – 6:30 pm	Seniors (50+) \$3.50 CC \$3.68
	Memberships
Saturday	Individual City \$105 CC \$110.25
Session 1 – Open Swim 10am-2pm	Individual Non \$153 CC \$160.96
Session 2 – Open Swim 2:30-6pm	SR City \$66 CC \$69.30
	SR Non \$100 CC \$105
Sunday	Family City \$170 CC \$178.50
Session 1 – Open Swim 12-3pm	Family Non \$256 CC \$268.80
Session 2 – Open Swim 3:30-6pm	Family Add \$50 CC \$52.50
Memorial Day/July 4th/Labor Day	
Session 1 – Open Swim 10:30am-3:30pm	*Family is 2 adult 3 children – Any extra children are family add-on
	Miscellaneous
	Community Camps/Day Cares \$3.00 CC \$3.15
Aug 11 – Sept 1	*This includes kids/adults-Even if they are not swimming.
Saturday	
Session 1 – Open Swim 10am-2pm	Rentals \$150/per hour CC \$157.50
Session 2 – Open Swim 2:30-6pm	Minimum 2 hours/After hours only
	Swim Lessons City \$50 CC \$52.50
Sunday	Swim Lessons Non \$100 CC \$105
Session 1 – Open Swim 12-3pm	Scholarships: Mayor to determine number of scholarships for qualifying individuals or families
Session 2 – Open Swim 3:30-6pm	

Roger Scott Pool 2025

May 24 – Aug 10th	Fee			
Monday-Friday	Daily Admission			
	Adults (18+)	\$4.00	CC	\$4.20
Session 1 – Open Swim 8 a.m.-10:00 a.m.	Children (3-17)	\$3.00	CC	\$3.15
Session 2 – Camp Swim 11:00 a.m. – 2 p.m. -	2 & Under	Free		
Session 3 – Open Swim 2:30pm-7pm	Seniors (50+)	\$3.50	CC	\$3.68
Swim Lessons 8-10am, Monday - Thursday				
	Memberships			
Saturday	Individual City	\$105	CC	\$110.25
Session 1 – Open Swim 10am-2pm	Individual Non	\$153	CC	\$160.65
Session 2 – Open Swim 2:30-7pm	SR City	\$66	CC	\$69.30
	SR Non	\$100	CC	\$105
Sunday	Family City	\$170	CC	\$178.50
Session 1 – Open Swim 12-3pm	Family Non	\$256	CC	\$268.80
Session 2 – Open Swim 3:30-6pm	Family Add	\$50	CC	\$52.50
Memorial Day/July 4th/Labor Day	*Family is 2 adult 3 children – Any extra children are family add-on			
Session 1 – Open Swim 9am-12pm				
Session 2 – Open Swim 12:30-3:30pm				
	Miscellaneous			
	Community Camps/Day Cares \$3.00 CC \$3.15			
Aug 11 – Sept 1	*This includes kids/adults-Even if they are not swimming.			
Saturday				
Session 1 – Open Swim 10am-2pm	Rentals	\$150/per hour	CC	\$157.50
Session 2 – Open Swim 2:30-7pm	Minimum 2 hours/After hours only			
	Swim Lessons City	\$50	CC	\$52.50
Sunday	Swim Lessons Non	\$100	CC	\$105
Session 1 – Open Swim 12-3pm	Scholarships: Mayor to determine number of scholarships for individuals or families			
Session 2 – Open Swim 3:30-6pm				

Pensacola Parks & Recreation Department

2025 YMCA Swimming Pool Operator Agreement Changes

The City has procured the YMCA of NW FL to operate the City's two public swimming pools at Roger Scott Athletic Complex and at Cecil Hunter Pool Complex continuously since 2013, through one to three year agreements that govern the terms of the agreement for pool operation between the two parties. Last year, the YMCA had a one-year agreement that expired at the end of the 2024 swimming season. This year, the agreement contains several key changes as follows:

- The agreement is now a 3-year agreement covering 2025-2027 rather than a one-year agreement, to facilitate improved operations planning, and in recognition of the Y's unique ability to provide reasonably priced services out of the City-owned pool facilities. The City is also in a multi-year process of upgrading pool facilities at Roger Scott.
 - Included are mechanisms to adjust budgets, schedules, and fees as they may change in future years, while ensuring the YMCA's budget stays within the annual adopted City Budget for pools.
- The YMCA will take on additional pre-season duties to get the pool ready for the swimming season, to alleviate some burden off city staff to perform such duties.
- There is clarifying language about communicating changes from the schedule in how the pool is utilized to the City in advance and the City having final say over utilization (i.e. private rentals, swimming lessons at one or both locations, etc.).

Financial Summary

The YMCA Management Fee for operating both pools is \$30,000/per season, which remains the same as prior years. All other expenses the YMCA incurs are reimbursed by the City. The Budget for reimbursable expenses in 2025 is \$270,770 which is slightly less than the \$288,865 budgeted in 2024. Collected revenue offsets the reimbursement to the YMCA, and in 2024, the collected revenue was \$61,469 at Roger Scott and \$42,523 at Hunter Pool, for a total of \$103,992. This exceeded the 2024 estimated revenue of \$61,841 by a difference of \$42,511. Therefore, the budgeted revenue in 2025 of \$99,990 reflects this increase which allows for a slight reduction in the budget for reimbursable expenses in 2025 when compared to the prior year.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-282

Agenda Conference

3/10/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT JARED MOORE - DISTRICT 4

RECOMMENDATION:

That City Council approve funding of \$1,000 to James B. Washington Education & Sports, Inc. from the City Council Discretionary Funds for District 4.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The mission of James B. Washington Education and Sports is to serve underprivileged youth through education, sports and activities to improve and enhance our community. They incentivize youth with a unique model that rewards responsibility and success in the classroom. Children are given opportunities to play on basketball teams, participate in art programs, take field trips and learn life skills through achievement and accomplishment. Funding will be used towards their mission.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget: \$ 8,854 FY 2025 District 4 Discretionary Funds

Actual: \$ 1,000 James B. Washington Education & Sports

FINANCIAL IMPACT:

A balance of \$8,854 is currently within the District 4 Discretionary Fund Account. Upon approval by City Council, a balance of \$7,854 will remain in the District 4 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-254

Agenda Conference

3/10/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council Vice President

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT ALLISON PATTON - DISTRICT 6

RECOMMENDATION:

That City Council approve funding of \$500 to the Studer Community Institute, \$300 to the Center for Civic Engagement and \$500 to the Pace Center for Girls from the City Council Discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The Studer Community Institute is a nonprofit, researched-based entity started in 2014 with the goal of improving the quality of life in the community. SCI's efforts focus on improving education and economic development through two tracks: research and advocacy in early childhood education, and leadership training and employee development for small and medium-sized businesses. Their Light Up Learning is the signature fundraiser for their early brain development initiatives. It is critical to their mission of building babies brains, giving every child the opportunity to be the best they can be and making Pensacola America's first Early Learning City. This fundraising event will be held March 6, 2025, at the Wahoos Stadium. Funding will be used towards this fundraiser.

CivicCon (or Civic Conversation) is a project of the Center for Civic Engagement with partnership support from the Pensacola News Journal. The project aims to make a community a better place to live, play, work and invest through smart planning and by driving unparalleled and continuing community engagement. CivicCon's goal has been to shape an informed community engaged in civic conversations that improve the quality of life for all of its members. CivicCon hosts various lecture series with the nation's leading thinkers and experts on community building focusing on a variety of topics. These lecture series have been extremely

well attended with more than 300 citizens at each event and averaging more than 5,000 live video news for each session. Funding will be used to offset costs associated with these lecture series.

Since 1985, the Pace Center for Girls has been a leading advocate, providing programs that help girls and young women thrive across more than 23 communities in Florida, Georgia and South Carolina. Pace Center for Girls envision a world where all girls and young women are safe, have economic security and an opportunity to use their voice in shaping their future.

They offer these young ladies an opportunity for a better future through education, counseling, training and advocacy. The Pace Center for Girls Escambia-Santa Rosa opened in 1994.

since that time they have served over 2,000 girls throughout the two counties through their three distinct components: Academic, Social Services and Transition Services. They continue to grow and expand and enjoy many community relationships including a 20+ year partnership with Pensacola State College. Funding will be used towards their mission.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget:	\$ 7,350	FY 2024 District 6 Discretionary Funds Balance
	<u>10,700</u>	FY 2025 District 6 Discretionary Funds Balance
	<u>\$ 18,050</u>	

Actual:	\$ 500	Studer Community Institute
	300	Center for Civic Engagement
	<u>500</u>	Pace Center for Girls
	<u>\$ 1,300</u>	

FINANCIAL IMPACT:

A balance of \$7,850 is currently within the FY 2024 District 6 Discretionary Fund Account and \$10,700 within the FY 2025 District 6 Discretionary Fund Account for a total amount of \$18,050. Upon approval by City Council, a balance of \$16,750 will remain in the District 6 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-277

Agenda Conference

3/10/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

RECOMMENDATION:

That City Council approve funding of \$500 to the Lamplighter Academic and Mentoring Program, Inc. and \$300 to Youths Left Behind from the City Council Discretionary Funds for District 7.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The mission of the Lamplighter Academic and Mentoring Program is to empower youth with academic and social skills, community connections and progressive opportunities necessary to ensure their roles as active, educated and responsible citizens. One of their flagship events is GCODE 25. This event is set to bring together a diverse audience from across the gulf coast and beyond. This event is a vibrant celebration of youth empowerment, community connection and cultural excellence. It showcases high-energy performances, impactful speakers and opportunities for personal and professional growth. This year the event will take place on March 15, 2025 and will also celebrate the 10 year anniversary of Lamplighters, Inc. Funding will be used to help provide free access to this event to families from communities like Oakwood Terrace,, Pensacola Village, Forrest Creek Village and Brownsville.

Youths Left Behind was founded to provide mentorship, academic support and crime and drug prevention programs for young men and women ages 9-18 in Pensacola. Many of their participants come from underserved communities and lack of reliable transportation preventing them from accessing the life-changing opportunities they offer. In 2022 they were fortunate to receive a generous donation from the Escambia County Sheriff's Department which allowed them to purchase a seven-passenger van. At that time, they served 11 participants. However,

the program has grown rapidly, reaching 71 youth, with 51 of them requiring transportation.

Unfortunately, their current van cannot accommodate the increasing demand, making it impossible to provide access to all who need it. The funding will be restricted for transportation purposes only and will also serve as a foundation as they apply for a grant to cover the remaining costs of purchasing a larger van, ensuring that no child is left behind due to transportation limitations.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

FUNDING:

Budget:	\$ 3,405	FY 2025 District 7 Discretionary Funds
Actual:	\$ 500	Lamplighter Academic and Mentoring Program, Inc.
	<u>300</u>	Youths Left Behind
	<u>\$ 800</u>	

FINANCIAL IMPACT:

A balance of \$3,405 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of \$2,605 will remain in the District 7 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-217

Agenda Conference

3/10/2025

QUASI-JUDICIAL HEARING

SPONSOR: DC Reeves, Mayor

SUBJECT:

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - RED FEATHER SUBDIVISION

RECOMMENDATION:

That City Council conduct a quasi-judicial hearing on March 13, 2025 to consider approval of the Final Subdivision Plat - Red Feather Subdivision

HEARING REQUIRED: Quasi-Judicial Hearing Required

SUMMARY:

Rebol-Battle & Associates, LLC, is requesting final plat approval on behalf of Red Feather Developers for a subdivision at 150 S. Baylen Street. This project is located within the C-2A zoning district, of which two (2) parcels will be subdivided into thirteen (13) lots to accommodate eleven (11) single-family attached residences and an additional two (2) parcels owned by the homeowners' association. The properties also fall within the Palafox Historic Business District, where all development is subject to review by the Architectural Review Board, the CRA Urban Core, and the Dense Business District. The preliminary plat was approved by Planning Board in September 10, 2024 and the Final Plat approved on February 11, 2025.

- Property area: 0.492 acres.
- Maximum density: 135 dwelling units per acre
- Setback requirements: maximum allowed setback of 10'; no rear or side setback requirements.

PRIOR ACTION:

January 18, 2024 - Architectural Review Board recommended approval of the final Aesthetic Review in a 7:0 vote.

September 10, 2024 - Planning Board recommended approval of the Preliminary Plat in a 6:0 vote.

February 11, 2025 - Planning Board recommended approval of the Final Plat in a 6:0 vote.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/11/2025

STAFF CONTACT:

Tim Kinsella, City Administrator

Sherry Morris, AICP, Development Services Director

Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

1. Final Subdivision Plat_150 S. Baylen Street Red Feather COMPLETE PACKET
2. Planning Board Minutes February 11 2025

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-81

Planning Board

2/11/2025

ACTION ITEM

SUBJECT:

Request for Final Plat Approval – Red Feather Subdivision, 150 S. Baylen Street

SUMMARY:

Rebol-Battle & Associates, LLC, is requesting final plat approval on behalf of Red Feather Developers for a subdivision at 150 S. Baylen Street. This project is located within the C-2A zoning district, of which two (2) parcels will be subdivided into sixteen (16) lots to accommodate eleven (11) single-family attached residences and five (5) common area parcels owned by the homeowners' association. The properties also fall within the Palafox Historic Business District, where all development is subject to review by the Architectural Review Board, the CRA Urban Core, and the Dense Business District. The preliminary plat was approved by Planning Board in September 2024.

- Property area: 0.492 acres.
- Maximum density: 135 dwelling units per acre
- Setback requirements: maximum allowed setback of 10'; no rear or side setback requirements.

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet.

RECOMMENDED CODE SECTIONS

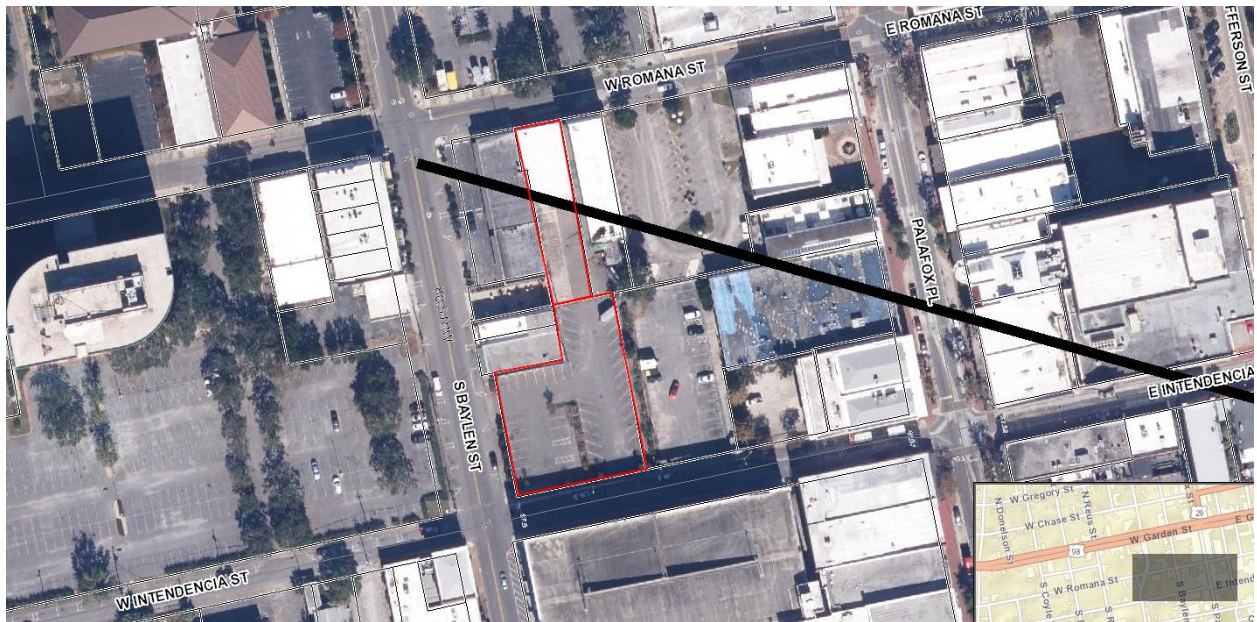
[Sec. 12-3-4. Commercial land use district regulations](#)

[Sec. 12-7-3 Procedure for subdivision approval](#)

ATTACHMENTS:

1. Red Feather Plat_Images
2. Final Subdivision Plat_150 S. Baylen Street_Red Feather_Packet
3. Review Comments_Red Feather Final Plat
4. Planning Board Minutes September 10, 2024
5. Sec._12_3_8.____Commercial_land_use_district.
6. Sec._12_7_3.____Procedure_for_subdivision_approval. (2)

150 S. Baylen Street – Red Feather Development Preliminary Subdivision Plat Review



SUBDIVISION PLAT

Sec. 12-7-6. Sites for public use.

- (a) *School sites.* The planning board may, where necessary, require reservation of suitable sites for schools; and further, which sites shall be made available to the county school board for their refusal or acceptance. If accepted by the school board, it shall be reserved for future purchase by the school board from the date of acceptance for a period of one year.
- (b) *Sites for park and recreation or open space.* Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:
 - (1) *Dedication of land for park, recreation or open space needs.* The subdivider or owner shall dedicate to the city for park and recreation or open space purposes at least five percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter acre.
 - (2) *Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land.* The subdivider or owner shall pay unto the city such sum of money equal in value to five percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by the mayor and the subdivider. If the mayor and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The mayor shall appoint a professional land appraiser, the subdivider shall appoint a professional land appraiser, and these two shall appoint a third.
- (c) *Public streets.* All streets delineated on all plats submitted to the city council shall be dedicated to all public uses including the use thereof by public utilities, unless otherwise specified herein.

(Code 1986, § 12-8-6; Ord. No. 9-96, § 14, 1-25-1996; Ord. No. 16-10, § 223, 9-9-2010)

Open Space Requirements (only applicable to residential subdivision)

Sec. 12-7-6 requires (a) the dedication of 5% of the gross area for open space purposes, or (b) a fee in lieu of land dedication. Please calculate and check the preferred method of meeting the requirement:

(a) Total Land Area: 0.492 acres

5% for land dedication: 0.0246 acres

(may NOT equal less than 1/4 acre)

(b) Value of Land \$ 782,440
 (per Escambia County Property Appraiser)

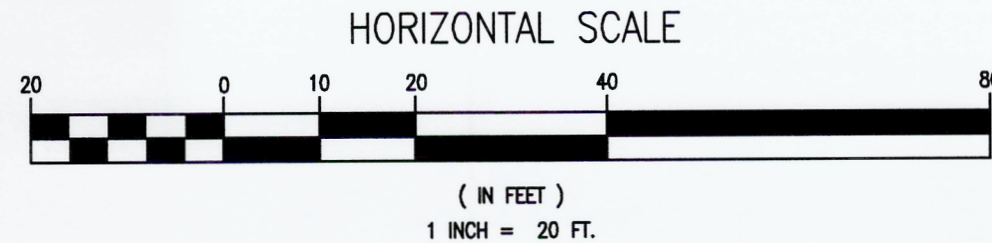
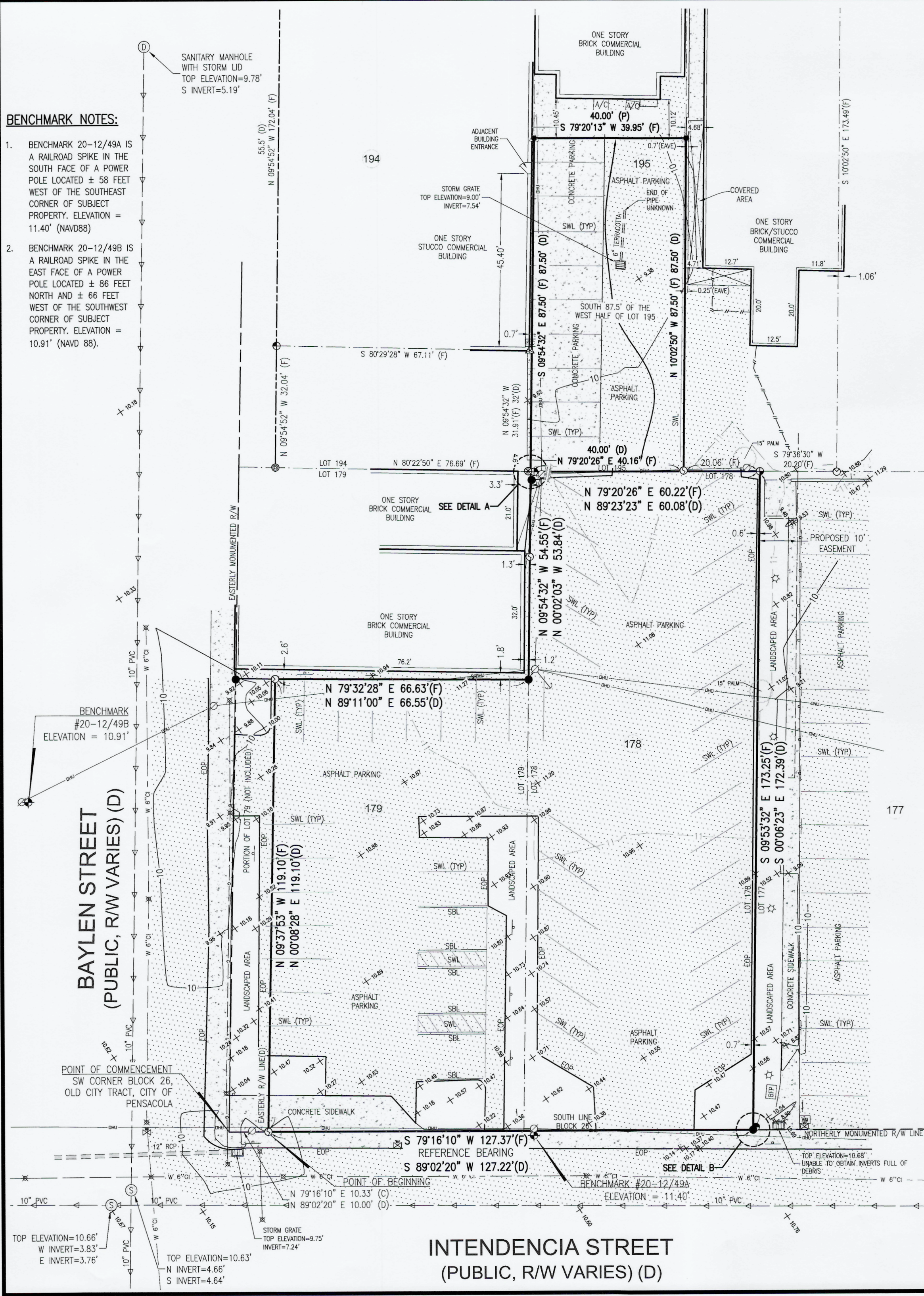
Fee in lieu of land dedication (5% of land value) \$ 39,122

(Check payable to the City of Pensacola. Due after plat approval, prior to receiving signatures)

Planning Services
222 W. Main Street, Pensacola, Florida 32502
(850) 435-1670
Email: PlanningApplications@CityOfPensacola.com
Mail to: P.O. Box 12910 * Pensacola, Florida 32521

BENCHMARK NOTES:

- BENCHMARK 20-12/49A IS A RAILROAD SPIKE IN THE SOUTH FACE OF A POWER POLE LOCATED ± 58 FEET WEST OF THE SOUTHEAST CORNER OF SUBJECT PROPERTY. ELEVATION = 11.40' (NAVD88)
- BENCHMARK 20-12/49B IS A RAILROAD SPIKE IN THE EAST FACE OF A POWER POLE LOCATED ± 86 FEET NORTH AND ± 66 FEET WEST OF THE SOUTHWEST CORNER OF SUBJECT PROPERTY. ELEVATION = 10.91' (NAVD 88).



DESCRIPTION: (OFFICIAL RECORDS BOOK 7770, PAGE 1931 AND A PORTION OF BOOK 4139 PAGE 796)

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 26, OLD CITY TRACT, CITY OF PENSACOLA, AS COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE PROCEED NORTH 89°02'20" EAST ALONG THE SOUTH LINE OF SAID BLOCK 26, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY (R/W) LINE OF INTENDENCIA STREET (R/W VARIES) AND THE EAST R/W LINE OF BAYLEN STREET (R/W VARIES); THENCE PROCEED NORTH 00°08'28" EAST ALONG SAID EAST R/W LINE OF BAYLEN STREET A DISTANCE OF 119.10 FEET; THENCE DEPART SAID LINE, PROCEED NORTH 89°11'00" EAST A DISTANCE OF 66.55 FEET; THENCE PROCEED NORTH 00°02'03" WEST A DISTANCE OF 53.84 FEET; THENCE PROCEED NORTH 89°23'23" EAST A DISTANCE OF 60.08 FEET; THENCE PROCEED SOUTH 00°06'23" EAST A DISTANCE OF 172.39 FEET TO THE AFOREMENTIONED NORTH R/W LINE OF INTENDENCIA STREET; THENCE PROCEED SOUTH 89°02'20" WEST ALONG SAID NORTH R/W LINE A DISTANCE OF 127.22 FEET TO THE POINT OF BEGINNING. LYING AND BEING PART OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

AND THE SOUTH 87.5 FEET OF THE WEST HAVE OF LOT 195, BLOCK 26, OLD CITY TRACT ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA BY THOMAS C. WATSON DATED 1906.

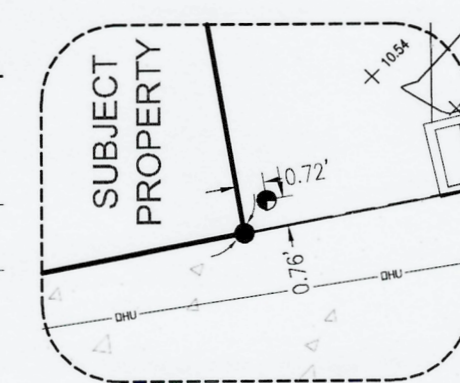
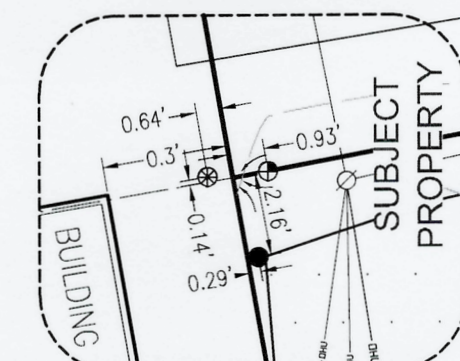
GENERAL NOTES:

- NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) REFERENCED TO THE BEARING OF SOUTH 79°16'10" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF INTENDENCIA STREET AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
- ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE REFERENCED TO THE NATIONAL GEODETIC SURVEY TIDAL BENCHMARK G 9, PUBLISHED ELEVATION = 13.06 FEET (NAVD88).
- VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HEREON. SUBSURFACE UTILITY LINES WERE LOCATED AND ARE SHOWN AS PER THE RESPECTIVE UTILITY COMPANY'S SPOTTING (PAINTED SPOTS AND FLAGGED LINES). THE FOLLOWING SUNSHINE ONE CALL TICKETS WERE ISSUED FOR THIS PROJECT: 019107556 & 019107519
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 1203300390G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
- THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
- VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.

LEGEND:

- A/C DENOTES AIR CONDITIONING
- BOC DENOTES BACK OF CURB
- (D) DENOTES DEED INFORMATION
- DIA DENOTES DIAMETER
- EOP DENOTES EDGE OF PAVEMENT
- (F) DENOTES FIELD MEASUREMENT
- (P) DENOTES PLAT MEASUREMENT
- PVC DENOTES POLYVINYL CHLORIDE
- SBL DENOTES SOLID BLUE LINE
- SWL DENOTES SOLID WHITE LINE
- (TYP) DENOTES TYPICAL
- 179 DENOTES PLATTED LOT NUMBER
- + 6.00 DENOTES SPOT ELEVATION
- 100 DENOTES ELEVATION CONTOUR LINE AT ONE FOOT INTERVALS

- SET NAIL & DISK (No. 7916)
- FOUND NAIL & DISK (No. 7277)
- FOUND 1/2" DIA IRON ROD (UNNUMBERED)
- FOUND 3/4" DIA IRON ROD (UNNUMBERED)
- FOUND 1/2" DIA CAPPED IRON ROD (No. 0340)
- FOUND 1/2" DIA CAPPED IRON ROD (No. 4882)
- FOUND 1/2" DIA CAPPED IRON ROD (ILLEGIBLE)
- FOUND 1/2" DIA CAPPED IRON ROD (No. 7277)
- FOUND 1/2" DIA CAPPED IRON ROD (No. 6993)
- FOUND 1/2" DIA CAPPED IRON ROD (No. 1748)
- FOUND 1/2" DIA CAPPED IRON ROD (No. 7174)
- FOUND 1/2" DIA CAPPED IRON ROD (No. 7073)
- DENOTES SINGLE SUPPORT SIGN
- DENOTES DOUBLE SUPPORT SIGN
- DENOTES WOOD UTILITY POLE
- DENOTES METAL LIGHT POLE
- DENOTES GUY WIRE ANCHOR
- DENOTES BACK FLOW PREVENTER
- DENOTES WATER METER
- DENOTES WATER VALVE
- DENOTES FIBER OPTIC CABLE MARKER
- DENOTES STORMWATER MANHOLE
- DENOTES DROP INLET
- DENOTES SEWER MANHOLE
- DENOTES TREE (SIZE AND TYPE NOTED)
- DENOTES CHAIN LINK FENCE
- DENOTES WOOD PANEL FENCE
- DENOTES OVERHEAD UTILITIES
- DENOTES BURIED GAS LINE
- DENOTES BURIED WATER LINE
- DENOTES SEWER LINE



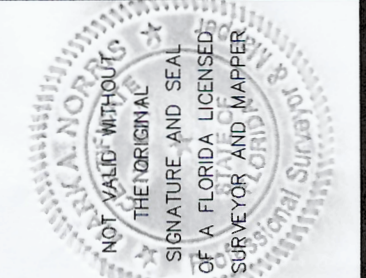
SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: Mark A. Norris
FLORIDA REGISTRATION No. 6211

DATE: FEB 3, 2021

RBA
REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.458.0400 Fax 850.458.0448
Cell 850.666.6667



BAYLEN STREET TOWNHOMES
150 SOUTH BAYLEN STREET
PENSACOLA, FL 32507

A PORTION OF

SECTION: 46 TOWNSHIP: 2 S RANGE: 30 W
COUNTY: ESCAMBIA STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN

BOUNDARY AND TOPOGRAPHIC SURVEY

PROJECT NO: 2020.131
DRAWN BY: BTH
CHKD BY: MAN
SCALE: 1" = 20'
F.B.: 20/12
PG.: 48-49/55
DATE: 1/20/2021

PREPARED FOR: MICHELLE BURCH
CALDWELL ASSOCIATES

REQUESTED BY: MICHELLE BURCH
CALDWELL ASSOCIATES

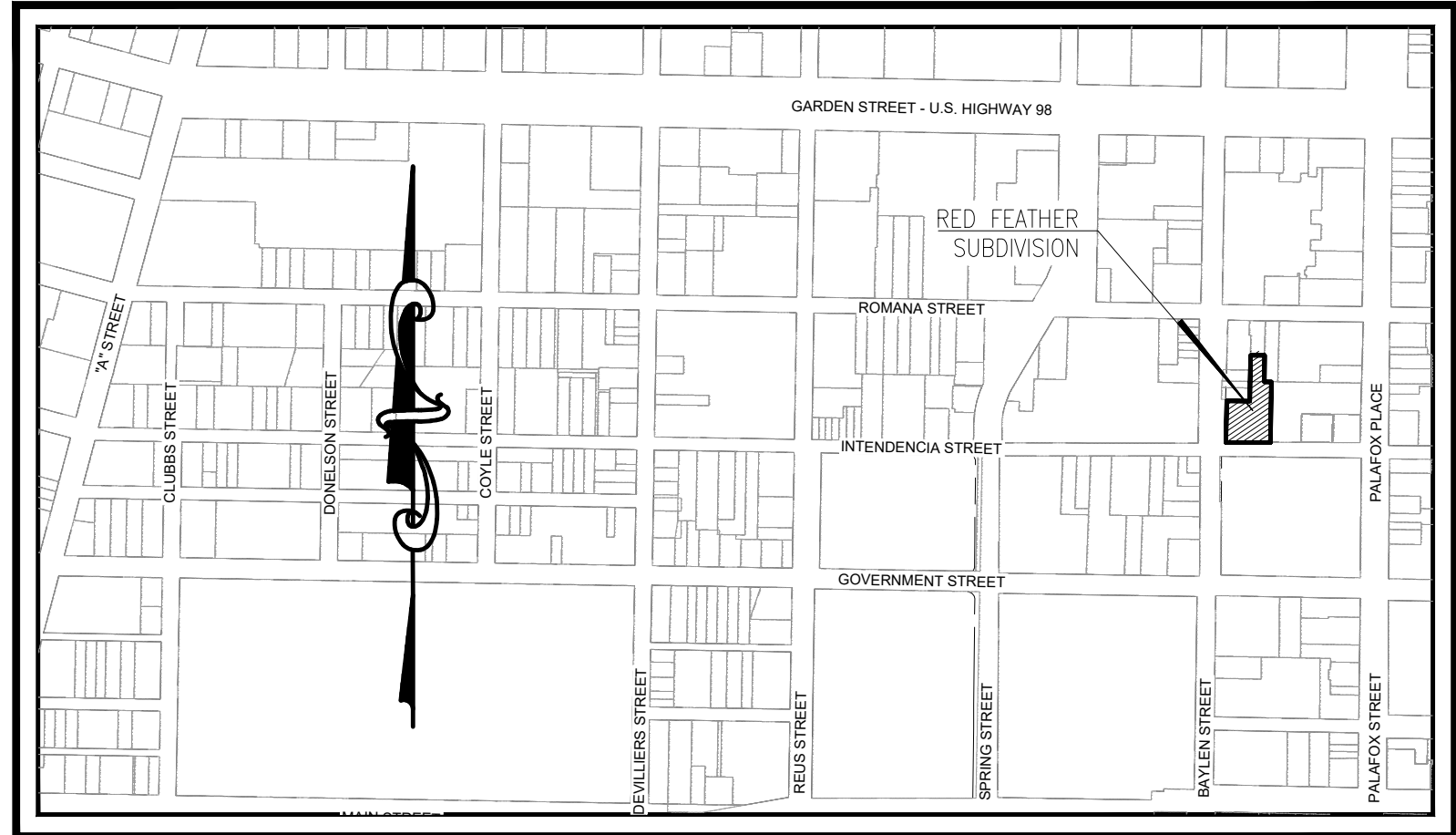
1 of 1

PREPARED BY



REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850-438-0400
EB 00009657 LB7916
RBA Project No. 2020.131



VICINITY MAP
NOT TO SCALE

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

A PORTION OF LOT 179 AND OF THE WEST HALF OF LOT 195, AND THE ENTIRETY OF LOT 178, ALL INCLUSIVE, BLOCK 26, OLD CITY TRACT ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA BY THOMAS C. WATSON DATED 1906, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 26, OLD CITY TRACT, CITY OF PENSACOLA, AS COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE PROCEED NORTH 79°16'10" EAST ALONG THE SOUTH LINE OF SAID BLOCK 26 FOR A DISTANCE OF 10.33 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY (R/W) LINE OF INTENDENCIA STREET (R/W VARIES) AND THE EAST R/W LINE OF BAYLEN STREET (R/W VARIES); THENCE PROCEED NORTH 09°37'53" WEST ALONG SAID EAST R/W LINE OF BAYLEN STREET FOR A DISTANCE OF 119.10 FEET; THENCE DEPARTING SAID EAST R/W LINE, PROCEED NORTH 79°32'28" EAST FOR A DISTANCE OF 66.63 FEET TO A POINT ON THE EAST LINE OF LOT 179 OF AFORESAID BLOCK; THENCE PROCEED NORTH 09°54'32" WEST ALONG AFORESAID EAST LINE OF LOT 179 AND EAST LINE OF LOT 194 OF THE AFORESAID BLOCK FOR A DISTANCE OF 130.55 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED NORTH 79°00'57" EAST FOR A DISTANCE OF 39.98 FEET TO THE EAST LINE OF THE WEST HALF OF LOT 195 OF AFORESAID BLOCK; THENCE PROCEED SOUTH 10°02'50" EAST ALONG THE EAST LINE OF SAID WEST HALF OF LOT 195 FOR A DISTANCE OF 76.22 FEET TO THE SOUTH LINE OF SAID LOT 195; THENCE PROCEED NORTH 79°20'26" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 20.06 FEET TO THE NORTHEAST CORNER OF LOT 178 OF SAID BLOCK; THENCE PROCEED SOUTH 09°53'32" EAST ALONG THE EAST LINE OF SAID LOT 178 FOR A DISTANCE OF 173.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 178 LOCATED ON THE AFOREMENTIONED NORTH R/W LINE OF INTENDENCIA STREET; THENCE PROCEED SOUTH 79°16'10" WEST ALONG SAID NORTH R/W LINE A DISTANCE OF 127.37 FEET TO THE POINT OF BEGINNING. LYING AND BEING PART OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

GENERAL NOTES:

- NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) AND REFERENCED TO THE BEARING OF SOUTH 79°16'10" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF INTENDENCIA STREET AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; PREVIOUS SURVEY PERFORMED BY OSCAR W. PITTMAN (JOB No. 6891-81, FILE No. B-1871) DATED DECEMBER 29, 1981; PREVIOUS SURVEY PERFORMED BY PITTMAN, GLAZE AND ASSOCIATES (JOB No. E4148, FILE No. 35754-13) DATED DECEMBER 19, 2013; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
- A TITLE OPINION WAS PERFORMED BY CLARK PARTINGTON, ATTORNEYS AT LAW, DATED SEPTEMBER 06, 2024, AND PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY.
- ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE REFERENCED TO THE NATIONAL GEODETIC SURVEY TIDAL BENCHMARK G 9, PUBLISHED ELEVATION = 13.06 FEET (NAVD88).
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0390G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- THE 4" WALL EASEMENTS AS SHOWN HEREON AREA FOR THE PURPOSE OF MAINTAINING THE COMMON PARTY WALL BETWEEN RESIDENTIAL TOWNHOMES TO BE CONSTRUCTED UPON THE LOTS AS SHOWN HEREON.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.

UTILITY SERVICE NOTES:

POTABLE WATER:
AFTER RECEIVING ALL APPROVALS FROM ECUA AND THE CITY OF PENSACOLA, THE DEVELOPMENT WILL CONNECT TO ECUA'S EXISTING SYSTEM.

SANITARY SEWER:
AFTER RECEIVING APPROVALS FROM ECUA AND THE CITY OF PENSACOLA, THE DEVELOPMENT WILL CONNECT TO ECUA'S EXISTING GRAVITY SYSTEM.

ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION:
THESE SERVICES WILL BE INSTALLED AND MAINTAINED BY THE ASSOCIATED UTILITY COMPANY.

LEGEND:

- | | |
|-----|--|
| ⊕ | SET 4"x4" CONCRETE MONUMENT (No. 7916 - PRM) |
| ⊕ | SET 1/2" DIA ALUMINUM CAPPED IRON ROD (No. 7916 - PRM) |
| ⊕ | SET NAIL & DISK (No. 7916 - PRM) |
| 179 | DENOTES PLATTED LOT NUMBER |
| ± | DENOTES MORE OR LESS |

ZONING NOTES:

THE PROPERTY AS SHOWN HEREON IS LOCATED WITHIN THE DENSE BUSINESS DISTRICT AND PALAFOX HISTORIC BUSINESS DISTRICT.

ALL DEVELOPMENT IS SUBJECT TO REVIEW BY THE CITY'S DOWNTOWN IMPROVEMENT BOARD.

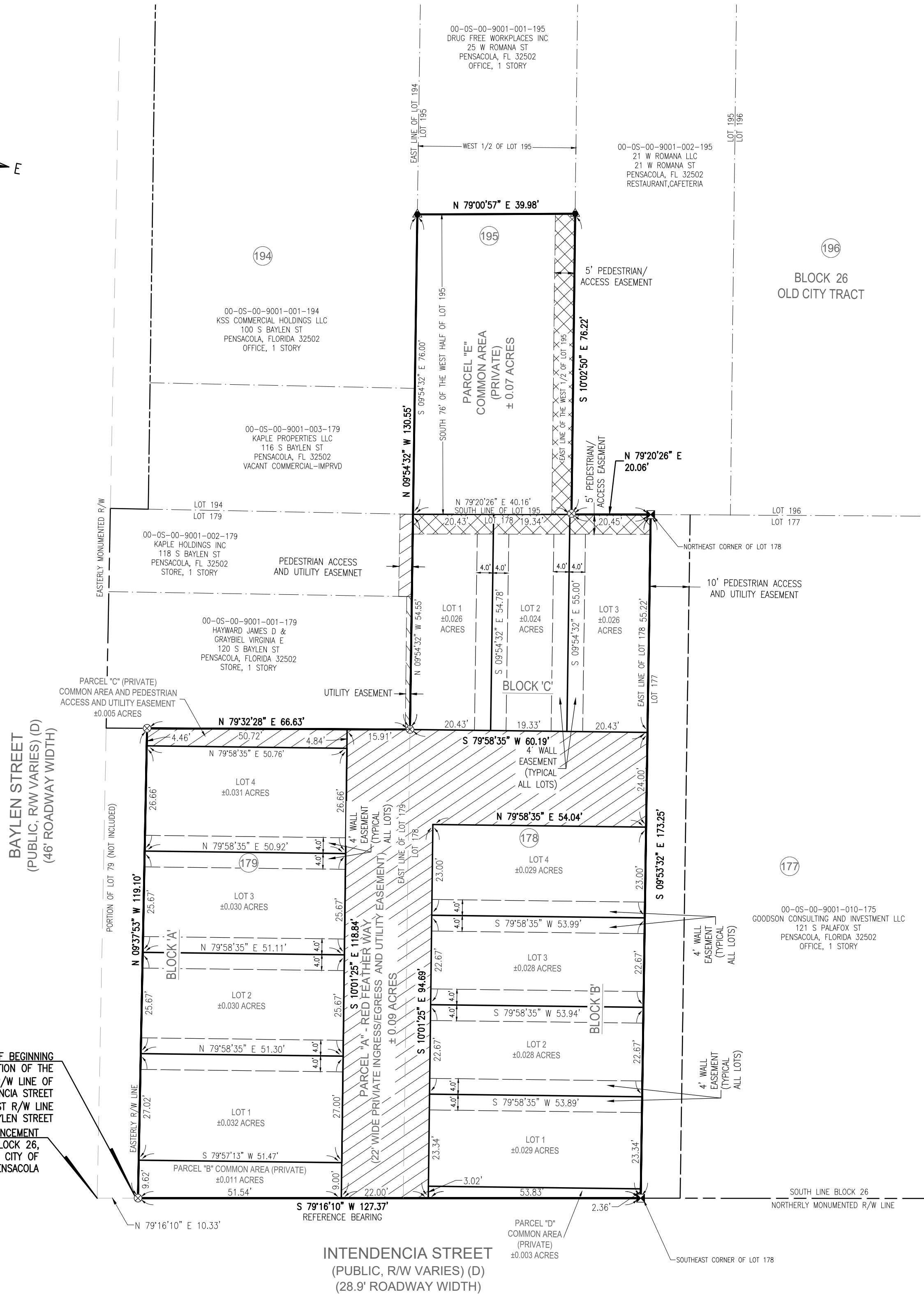
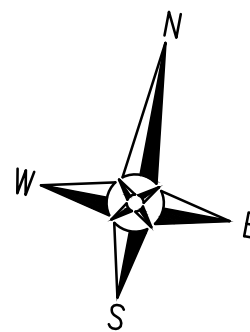
THE APPLICABLE SETBACKS ARE:
FRONT YARD - 0 FEET
SITE YARD - 0 FEET
REAR YARD - 0 FEET

- | | |
|-----|--------------------------------------|
| DIA | DENOTES DIAMETER |
| No. | DENOTES NUMBER |
| PRM | DENOTES PERMANENT REFERENCE MONUMENT |
| R/W | DENOTES RIGHT OF WAY |

FINAL PLAT OF RED FEATHER

A RESIDENTIAL SUBDIVISION BEING

A RE-SUBDIVISION OF ALL OF LOT 178, AND A PORTION OF LOTS 179 & 195 BLOCK 26,
BEING A PORTION OF OLD CITY TRACT, CITY OF PENSACOLA, ACCORDING TO THE MAP OF
SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906,
A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST
CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA
FEBRUARY 2025



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

OWNER AND DEVELOPER

RED FEATHER DEVELOPERS
5 PORTOFINO DR. UNIT 1407
PENSACOLA BEACH, FL 32561

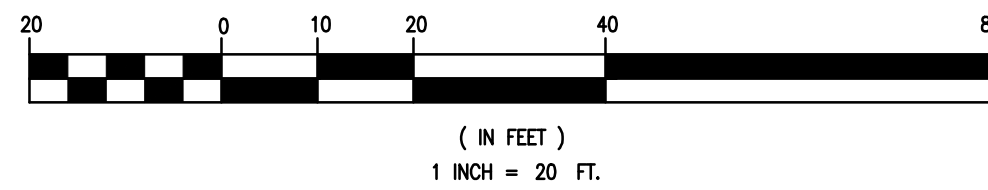
CIVIL ENGINEER

JEREMY R KING, P.E.

PROFESSIONAL SURVEYOR AND MAPPER

MARK A. NORRIS, P.S.M.

HORIZONTAL SCALE



DEDICATION:

KNOW ALL MEN BY THESE PRESENT THAT ANDREW ROTHFEDER, AUTHORIZED AGENT, RED FEATHER DEVELOPERS, LLC, OWNERS OF THE LAND HEREIN DESCRIBED AND PLATTED HEREIN KNOWN AS RED FEATHER, HEREBY DEDICATE THE COMMON AREA TO RED FEATHER HOME OWNERS ASSOCIATION, INC. AND AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

IN WITNESS WHEREOF, ANDREW ROTHFEDER, AUTHORIZED AGENT, RED FEATHERS DEVELOPERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, QUALIFIED TO DO BUSINESS IN THE STATE OF FLORIDA HAS CAUSED THESE PRESENTS TO BE MADE AND SIGNED IN ITS NAME BY ITS AUTHORIZED AGENT.

WITNESSES

OWNER

SIGNATURE

ANDREW ROTHFEDER
AUTHORIZED AGENT
RED FEATHER DEVELOPERS, LLC.

PRINT

SIGNATURE

PRINT

NOTARY PUBLIC:

BEFORE THE SUBSCRIBER PERSONALLY APPEARED ANDREW ROTHFEDER, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED AS IDENTIFICATION. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS

DAY OF _____, 2025.

SIGNATURE

PRINT NAME:

COMMISSION NO.:

MY COMMISSION EXPIRES:
NOTARY PUBLIC, STATE OF FLORIDA

CERTIFICATE OF COUNTY CLERK:

I, PAM CHILDERS, CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT CHAPTER 177 FLORIDA STATUTES AND THE SAME WAS RECORDED ON THE DAY OF _____, 2025 IN PLAT BOOK _____ AT PAGE _____ OF THE PUBLIC RECORDS OF SAID COUNTY.

PAM CHILDERS, CLERK OF COURTS
ESCAMBIA COUNTY, FLORIDA

CITY COUNCIL CERTIFICATE:

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON THE _____ DAY OF _____, 2025, AND WAS APPROVED BY SAID COUNCIL.

ERICKA L. BURNETT
CITY CLERK OF THE CITY OF PENSACOLA

CITY OF PENSACOLA PROFESSIONAL SURVEYOR AND MAPPER STATEMENT:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER FOR THE CITY OF PENSACOLA.

_____ LESLIE D. ODOM PROFESSIONAL SURVEYOR & MAPPER LICENSE NO. 6520	_____ DATE	_____ THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
---	---------------	---

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177.011-177.151 FLORIDA STATUTES, SIGNED ON THE _____ DAY OF _____, 2025.

_____ MARK NORRIS, PSM PROFESSIONAL SURVEYOR & MAPPER LICENSE NO. 6211, LB 7916 REBOL-BATTLE & ASSOCIATES, LLC. 2301 N 9TH AVENUE, SUITE 300 PENSACOLA, FL 32503	_____ DATE	_____ THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
--	---------------	---

DECLARATION OF RESTRICTIVE COVENANTS,
OFFICIAL RECORDS BOOK: _____, PAGE(S): _____

PLAT BOOK: _____, PAGE: _____

SHEET 1 OF 1

Charles F. James, Esq.
Direct (850) 436-6466
cjames@clarkpartington.com
Licensed to Practice in Florida and Alabama

September 6, 2024

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

RE: Title Opinion in connection with the Plat of RED FEATHER, a residential subdivision

Dear Ladies and Gentlemen:

The undersigned has examined (i) title evidence to a parcel of property in City of Pensacola, Escambia County, Florida, which is more particularly described on Exhibit "A" attached hereto and by reference made a part hereof (the "Property"), and (ii) the preliminary Plat of the Property, a copy of which is attached hereto as Exhibit "B" and by reference made a part hereof (the "Plat"). The title evidence consisted of the undersigned's examination of title after a search of the public records through September 6, 2024, on which we relied for purposes of issuing this letter.

Based on our examination of the aforesaid search and examination of the public records, it is our opinion that good record title to the Property is vested in Red Feather Developers, LLC, a Florida limited liability company (collectively the "Owner").

Title to the Property is subject to and as applicable, benefitted by, the recorded instruments shown on Exhibit "C" attached hereto and by reference made a part hereof.

Dedication of the Property by Owner as shown on the Plat will satisfy the requirements of dedication by an owner as set forth in Section 177.081, Florida Statutes.

This opinion letter is based upon our search and examination of our own independent title search of the public records.

Sincerely,



Charles F. James

CFJ/pls
A5428287.DOCX

City of Pensacola
September 6, 2024
Page 2 of 2

Cc: Red Feather Developers, LLC
Attn: Andrew Rothfeder
(via email only: andrew@rothfeder.com)

EXHIBIT A

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

A PORTION OF LOT 179 AND OF THE WEST HALF OF LOT 195, AND THE ENTIRETY OF LOT 178, ALL INCLUSIVE, BLOCK 26, OLD CITY TRACT ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA BY THOMAS C. WATSON DATED 1906, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 26, OLD CITY TRACT, CITY OF PENSACOLA, AS COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE PROCEED NORTH 79°16'10" EAST ALONG THE SOUTH LINE OF SAID BLOCK 26 FOR A DISTANCE OF 10.33 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY (R/W) LINE OF INTENDENCIA STREET (R/W VARIES) AND THE EAST R/W LINE OF BAYLEN STREET (R/W VARIES); THENCE PROCEED NORTH 09°37'53" WEST ALONG SAID EAST R/W LINE OF BAYLEN STREET FOR A DISTANCE OF 119.10 FEET; THENCE DEPARTING SAID EAST R/W LINE, PROCEED NORTH 79°32'28" EAST FOR A DISTANCE OF 66.63 FEET TO A POINT ON THE EAST LINE OF LOT 179 OF AFORESAID BLOCK; THENCE PROCEED NORTH 09°54'32" WEST ALONG AFORESAID EAST LINE OF LOT 179 AND EAST LINE OF LOT 194 OF THE AFORESAID BLOCK FOR A DISTANCE OF 130.55 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED NORTH 79°00'57" EAST FOR A DISTANCE OF 39.98 FEET TO THE EAST LINE OF THE WEST HALF OF LOT 195 OF AFORESAID BLOCK; THENCE PROCEED SOUTH 10°02'50" EAST ALONG THE EAST LINE OF SAID WEST HALF OF LOT 195 FOR A DISTANCE OF 76.22 FEET TO THE SOUTH LINE OF SAID LOT 195; THENCE PROCEED NORTH 79°20'26" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 20.06 FEET TO THE NORTHEAST CORNER OF LOT 178 OF SAID BLOCK; THENCE PROCEED SOUTH 09°53'32" EAST ALONG THE EAST LINE OF SAID LOT 178 FOR A DISTANCE OF 173.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 178 LOCATED ON THE AFOREMENTIONED NORTH R/W LINE OF INTENDENCIA STREET; THENCE PROCEED SOUTH 79°16'10" WEST ALONG SAID NORTH R/W LINE A DISTANCE OF 127.37 FEET TO THE POINT OF BEGINNING. LYING AND BEING PART OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

EXHIBIT B PLAT

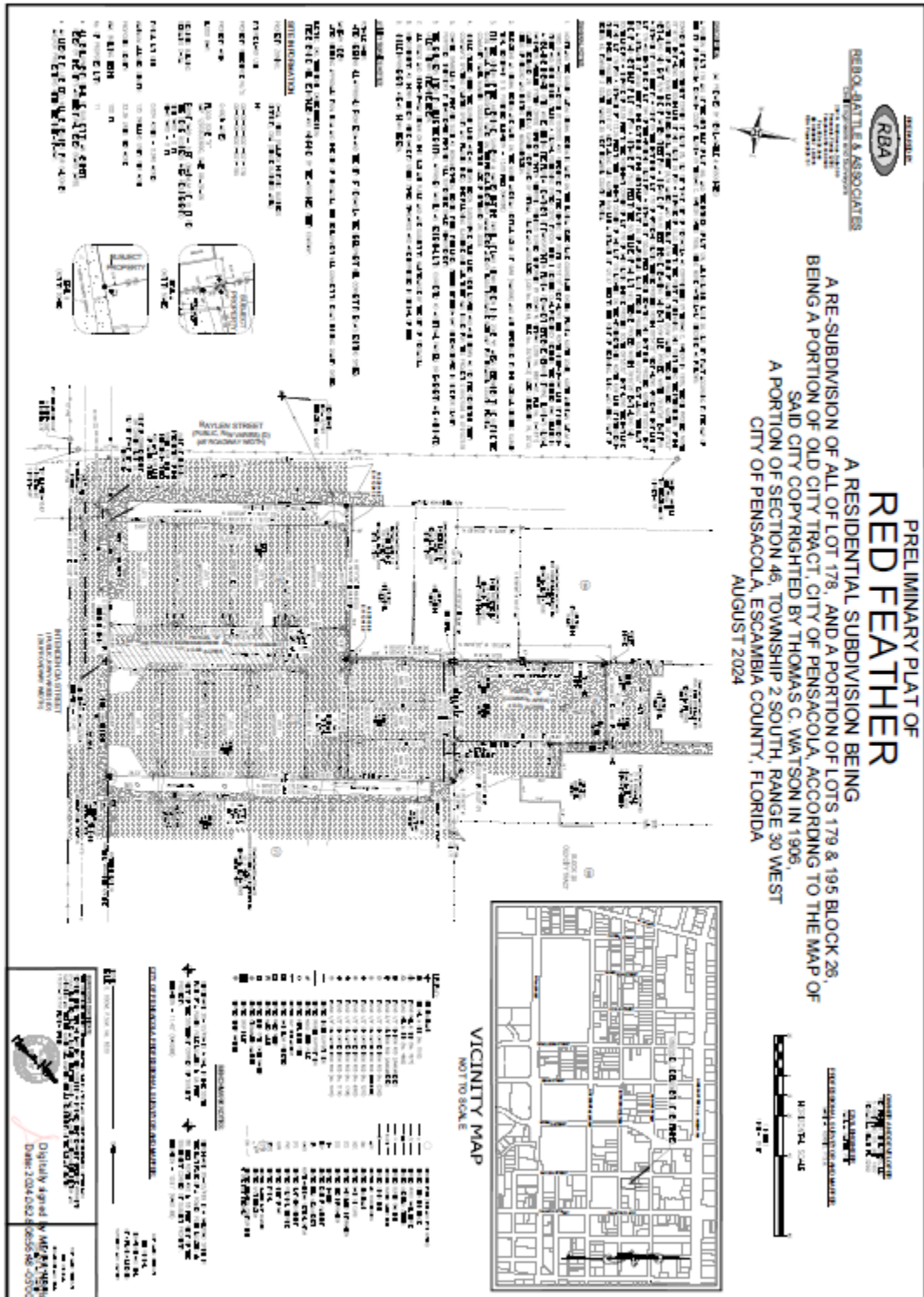


EXHIBIT C RECORDED INSTRUMENTS

1. Reservations in favor of Escambia County, a political subdivision of the State of Florida, of an undivided 3/4 interest in and to all phosphates, minerals and metals, together with an undivided 1/2 interest in and to all petroleum, in, on or under the surface of the insured land, as contained in that certain Deed recorded in Official Records Book 6288, Page 1439 in the Public Records of Escambia County, Florida. The right of entry for mining, drilling and exploration has been released pursuant to section 270.11 (3), Florida Statutes.
2. Those rights, interests, and other conditions and restrictions regarding the Real Property as provided in that certain Special Warranty Deed from the Community Redevelopment Agency of the City of Pensacola to Studer Properties, LLP, dated August 31, 2017 and recorded in Official Records Book 7770, Page 1928 in the Public Records of Escambia County, Florida, as amended by Amendment to Covenants dated April 10, 2024 and recorded in Official Records Book 9132, Page 1393 in the Public Records of Escambia County, Florida.
3. Easement between Calvin B. Moore, and Drug Free Workplaces, Inc. dated January 21, 2003, recorded in OR Book 5064, Page 1536, in the Public Records of Escambia County, Florida.
4. Easement between DFW Advisory, Inc., and Red Feather Developers, LLC, dated September 4, 2024, recorded in Official Records Book 9198 Page 1346 in the Public Records of Escambia County, Florida.
5. Easement between Goodson Consulting & Investment L.L.C., and Red Feather Developers, LLC, dated September 6, 2024, recorded in Official Records Book 9200, Page 457 in the Public Records of Escambia County, Florida.

This Instrument Prepared by:
Charles F. James, IV, Esq.
CLARK PARTINGTON
125 East Intendencia St., 4th Floor
Pensacola, Florida 32502

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and effective as of September 6, 2024, by and between Goodson Consulting & Investment L.L.C., a Florida limited liability company ("Grantor"), and Red Feather Developers, LLC, a Florida limited liability company ("Grantee") (Grantor and Grantee being referred to herein sometimes as the context may require individually as a "Party", and collectively as the "Parties").

RECITALS

A. Grantor is the record owner of that certain real property located in the State of Florida, County of Escambia, more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Grantor Parcel");

B. Grantee is the owner of that certain real property located in State of Florida, County of Escambia, more particularly described on Exhibit "B" attached hereto and incorporated herein (the "Red Feather Parcel", and together with the Grantor Parcel, the "Parcels");

C. Subject to the terms hereof, Grantor agrees to grant to Grantee an easement(s) upon, over, and across that portion of the Grantor Parcel more particularly described herein below.

NOW, THEREFORE, in consideration of the foregoing recitals, \$10.00, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor does hereby grant to Grantee and Grantee's heirs, successors, and assigns, a perpetual nonexclusive easement (the "Easement") for pedestrian ingress and egress, and installing, placing, constructing, operating, repairing, maintaining, rebuilding, and replacing, subject to applicable laws and this Agreement, sidewalks, fences, landscaping, facilities, conduits, utility lines, infrastructure, fixtures, and equipment, for benefit of Grantee, its successors and assigns, and its tenants, lessees, employees, contractors, licensees and invitees, upon, over, across, and under, that certain portion of the Grantor Parcel delineated as the "10' Easement Area" on Exhibit "C" attached hereto and made a part hereof (the "Easement Area").

2. Scope of Use. The Easement granted hereby shall be for installation of a sidewalk(s), pathways, landscape buffer, fence, and utilities for benefit of the Red Feather Parcel, and reconfiguring a drainage ditch currently situate on the Easement Area to include, without limitation, installing an underground storm water drainage conduit/pipe and system with tie in to the Grantor Parcel. Grantee shall be responsible for all costs incurred in connection with construction of any of the aforesaid improvements in accordance with details shown on Exhibit "C", and the conceptual plan on Exhibit "D" attached hereto, and for obtaining all permits and other governmental approvals necessary therefore. Additionally, Grantee is expressly permitted to grant the following:

- a. Easement in favor of the owners of the parcels of real property having the Escambia County Parcel Id Nos. 000S009001002195, and 000S009001001195 over the Easement Area for pedestrian egress for life safety purposes, specifically for use in emergency situations (such as a fire or other emergency event that make it necessary or prudent to evacuate persons to the nearest public right of way); and
- b. Easement over the Easement Area in favor of the owner of the parcel of real property having Parcel Id No. 000S009001001195 for transporting residential trash cans across the Easement Area for pick up by the applicable sanitation service provider under reasonable time frames for drop off and pick up, such trash cans not to be stored or placed temporarily or permanently in the Easement Area.

- c. Any easements granted by Grantee to such landowners in advance of this Easement shall be expressly ratified and approved by execution of this Agreement provided they comply with the aforesaid limited use and rights.

3. Exclusive Rights. Grantee, its successors and assigns have the exclusive right to install a fence(s), wall, or other structure on the easternmost boundary of the Easement Area (abutting the Grantor and Red Feather Parcels) as a barrier preventing regular pedestrian access to the Easement Area from the Grantor Parcel for benefit of the Red Feather Parcel. Such exclusive rights do not prohibit the regular flow of underground storm water runoff through an underground conduit/pipe designed and engineered by Grantee to handle the continue flow of storm water run-off from the Grantor Parcel. Notwithstanding anything to the contrary herein, if at any time, Grantor redevelops the Grantor Parcel, and such redevelopment causes a legal requirement for emergency egress and the only legal means of egress would be across and over the Easement Area, Grantor shall have a springing right to egress access over and upon the Easement Area for such legally required emergency egress access, and Grantee agrees to install a gate with access to the Easement Area from the Grantor Parcel.

4. Covenants to Run With the Land. Subject to any limiting provisions hereof, the Easement granted hereby shall run with and be appurtenant to the land described herein, and shall inure to and be enforced by any current or subsequent owner, lease holder, mortgage holder, successor, assign, or other party having an interest in and to any of the parcels described herein. Further, all such covenants, conditions, rights, obligations, terms and provisions in this Agreement shall be binding and enforceable upon and against the Parties hereto and their respective heirs, successors and assigns. In furtherance of the foregoing and not in limitation thereof, each subsequent owner of all or any portion of title to the Grantor and Red Feather Parcel, or interest therein shall, by acceptance of the deed of conveyance thereto, be deemed to have assumed and agreed to pay and perform (and not merely to have taken title "subject to") all obligations in this Agreement that accrue while such owner owns such title. In the event that a homeowners' association and/or condominium association is created affecting the Red Feather Parcel, the Grantee shall ensure that the obligations herein shall be included as affirmative obligations of the applicable association in the governing documents for the subdivision.

5. Maintenance of the Easement Area; Dumpster Enclosure. Grantee shall, at Grantee's cost and expense, maintain the Easement Area in good condition and repair; provided, however, that if any damage to the infrastructure of the Easement Area is the result of the negligence or willful misconduct of Grantor (or Grantors' agents, guests, or other invitees), then Grantor shall be solely liable to repair such damage. No temporary or permanent obstructions shall be placed or suffer to exist on or across any portion of the Easement Area unless such obstruction is temporary and necessary to repair the Easement Area. Grantee acknowledges that it will be responsible for any costs arising from installation and maintenance of any underground storm water drainage pipe in place of any existing drainage ditch within the Easement Area.

Furthermore, in consideration of the rights granted by Grantor hereunder, Grantee shall construct a code compliant dumpster enclosure with water supply and water drain for cleaning such dumpsters for benefit of two (2) commercial dumpsters serving the Grantor Parcel (collectively, the Dumpster Improvements") in the general location along the northerly border of the parking lot area depicted on Exhibit "C" attached hereto. Grantee's obligation shall be a one-time right and any future relocation of such dumpster(s) by Grantor shall not obligate Grantee to reconstruct any future Dumpster Improvements. The conceptual rendering of the proposed form of dumpster enclosure is depicted on Exhibit "C" by reference to "Dumpster Enclosure Detail". Grantee shall construct the Dumpster Improvements at its sole cost and expense. Grantee shall commence construction of the Dumpster Improvements upon commencement of the construction of improvements on the Red Feather Parcel. Upon completion, Grantor shall maintain the Dumpster Improvements at its sole cost and expense. If Grantee fails to construct the Dumpster Improvements, Grantor may seek any remedy at law or equity, including injunctive relief.

6. Insurance and Indemnity

a. Insurance. Grantee shall obtain a commercial general liability insurance policy covering all damage or injury caused by the negligence of the other Party or any of its agents or invitees. The public liability insurance shall have at least a One Million Dollars (\$1,000,000.00) coverage limit for bodily injury, personal injury, and property damage from a single occurrence. Grantor shall be named as additional insureds in the Grantee's policy.

b. Indemnity. Each Party agrees to indemnify the other from and against any and all loss, costs, damages, expenses, liabilities, demands and causes of action and any expenses incidental to the defense thereof (expressly excluding attorneys' fees and expenses) incurred by any other Party or its officers, directors, employees, agents, contractors, invitees, licensees and other occupants of any portion of the Parcels resulting or arising from the exercise, use or enjoyment of any rights or easements granted or declared herein or resulting from or arising out of any violation by such Party of any of the terms or provision of this Agreement. Furthermore, each Party shall indemnify and save the other Party harmless from and against any and all loss, costs, damages, expenses incidental to the defense thereof (expressly excluding attorneys' fees and expenses) incurred by the other Parties resulting or arising from any injury or death of persons or damage to property which occurs on the Easement Area in any manner directly or indirectly grows out of or in connection with the use, occupancy or condition of the Easements by the other Party or its officers, directors, employees, agents, contractors, invitees, licensees and other occupants. Provided, however, such Party shall not so indemnify and save harmless the other Party from the consequences of any grossly negligent or intentional acts of the other party from the consequences of the other Party's failure to maintain any Easement area pursuant to the terms of this Agreement.

7. Notices. Any notice, report or demand required, permitted, or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is sent or delivered to the receiving party at the addresses set forth hereinbelow and: (a) is sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. Mail; (b) is sent by overnight delivery using a nationally recognized overnight courier; (c) is delivered by hand; or (d) sent by electronic mail with confirmation and a copy sent by first class mail, in each case addressed to the intended recipient at the address set forth in the initial paragraph hereof. Either Party may change the address to which notices given under this Agreement shall be sent by providing written notification of such change to the other party hereto, which notification shall be effective on the fifth (5th) day after receipt by such other party of such notification.

If to Grantor: 243 Sabine Drive
Pensacola Beach, FL 32561
Attn: Tracy L. Goodson

If to Grantee: 5 Portofino Drive, Unit 1407
Pensacola Beach, FL 32561
Attn: Andrew Rothfeder

8. Joinder of Mortgagees. All necessary holders of mortgages encumbering any portion of the affected property as of the date hereof, if any, join in the execution of this Agreement in order to submit their interests in the affected property to the terms of this Agreement, and such mortgages are hereby, without the necessity for any additional instrument, made subordinate and inferior to the terms of this Agreement. Any future mortgages shall automatically and similarly, without necessity of any additional instrument, be subject and subordinate to the terms of this Agreement.

9. Dispute Resolution.

a. Dispute. The Parties shall resolve any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "Dispute"), under the provisions of Sections 9(b) through 9(d). The procedures set forth in Sections 9(b) through 9(d) shall be the exclusive mechanism for resolving any Dispute that may arise from time to time, and Sections 9(b) through 9(c) are express conditions precedent to binding arbitration of the Dispute.

b. Negotiations. A Party shall send written notice to the other party of any Dispute ("Dispute Notice"). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, including not fewer than three (3) negotiation sessions attended by the principals of each Party having decision making authority. If a Dispute is not resolved within thirty (30) calendar days after one Party delivers the Dispute Notice to the other Party, whether the negotiation sessions take place or not, either Party may initiate mediation under Section 9(c) (the last day of such time period, the "Escalation to Mediation Date").

c. Mediation.

i. Subject to Section 9(b), the Parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service or mediator for mediation by providing to the mediation service or mediator a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties shall cooperate with one another in selecting a mediation service or mediator, and shall cooperate with the mediation service or mediator, and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties.

ii. The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

d. Litigation. If the Parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either Party to agree to enter into mediation or agree to any settlement proposed by the mediator, within sixty (60) days after the Escalation to Mediation Date, thereafter, the Dispute shall be settled in state court in Escambia County, Florida. THE PARTIES HERETO KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM HAVE OR MIGHT HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, DEFENSES, COUNTER-CLAIMS, THIRD PARTY CLAIMS OR CONTROVERSIES, DIRECTLY OR INDIRECTLY ARISING OUT OF, OR OTHERWISE RELATED TO, THIS AGREEMENT AND THE ACTS OR FAILURES TO ACT OF THE PARTIES HERETO.

10. Attorneys' Fees. In the event the Grantor or the Grantee initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the non-prevailing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal).

11. Captions. The captions preceding the text of each section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

12. Severability. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

13. No Waiver. The failure of any Party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any Party of any default under this Agreement shall be effective or binding on such Party unless made in writing by such party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One (1) or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.

14. Exhibits. The exhibits attached to this Agreement are, by this reference, made a part of this Agreement.

15. Duration. This Agreement and the rights granted herein shall be perpetual and shall terminate only upon agreement of the then owners of the Grantor Parcel and the Red Feather Parcel, or as otherwise expressly set forth in this Agreement, in which case the Parties shall cooperate to promptly execute a recordable instrument evidencing such termination.

16. Estoppel Certificates. Each party hereto will, within ten (10) business days following a written request by the other, execute an estoppel certificate certifying to such facts reasonably requested by the requesting party (if true) regarding this Agreement, and agreeing to such notice provisions and other matters as the requesting party's mortgagee, lessor or purchaser may reasonably require in connection with present or future financing, lease or sale of the Grantor Parcel or the Red Feather Parcel (as applicable). A failure to execute the certificate within ten (10) business days after receipt of any such written request shall conclusively constitute verification that this Agreement is in full force and effect, that neither Party is in default hereunder in any respect, and that the non-requesting party agrees to all requested notice provisions and other requested provisions. The non-requesting party shall thereafter be estopped from any defense to the foregoing verifications and agreement.

17. Amendment. This Agreement may be amended by consent of all Parties hereto, which consent shall not be unreasonably withheld. An amendment shall become effective upon recording in the Public Records of Escambia County, Florida. Any consent to an amendment by a mortgagee shall be evidenced by a signed instrument attached to the amendment and recorded therewith. With respect to any amendment, for purposes of consent and execution of an amendment, the "Owner" of any parcel, may be considered a home owners' association, or condominium owners' association formed under Chapter 720 or Chapter 718, respectively, of the Florida Statutes, and any amendment or modification to this Agreement may be executed by the duly authorized officer of such association in lieu of all individual residential owners having an interest in such Parcel, and the execution thereof shall be binding on all Parties hereto.

18. Time is of the essence of this Agreement.

19. Counterparts. This Agreement, and any amendments thereto, may be executed and delivered in several counterparts, each of which shall be deemed an original. The signatures may be executed and notarized on separate pages, and when attached to each other shall constitute one (1) complete document.

20. Grantor Limited Right to Terminate. This Agreement is entered into in furtherance of Grantee's development of residential townhomes on the Red Feather Parcel. Subject to delays caused by a Force Majeure Event (as defined hereinbelow), if Grantee does not commence construction of its proposed development consisting of residential townhomes within two (2) years of the date of the recording of this Agreement, and complete construction of such improvements within four (4) years of the date of recording this Agreement, Grantor shall have the unilateral right to terminate this Agreement. For the avoidance of doubt, a recorded notice of commencement for Grantee's proposed development filed in good faith shall evidence Grantee's compliance with the covenant of commencement set forth above, and a certificate of occupancy for one or more improvements shall evidence compliance with the completion covenant set forth above. If Grantor commences any re-development of the Grantor Parcel prior to Grantee commencing development and construction of the improvements on the Red Feather Parcel, Grantee agrees to commence construction of the Dumpster Improvements referenced in Section 5, even if Grantee has not commenced development and construction of the improvements on the Red Feather Parcel. Any prevention, delay or stoppage due to strikes, lockouts, acts of God, pandemics causing impossibility of performance, enemy or hostile governmental action, civil commotion, fire or other casualty, beyond the control of the Party obligated to perform (each, a "Force Majeure Event") shall excuse the performance by such Party for a period equal to any such prevention, delay or stoppage.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement effective as of September 6, 2024.

Signed, sealed and delivered
in the presence of:

Print Name: William E Farrington II

Address of Witness 1:

307 S. Palafox St.
Pensacola FL 32502
Angie Bonds
Print Name: Angie Bonds

Address of Witness 2:

307 S. Palafox St.
Pensacola FL 32502

GRANTOR:

Goodson Consulting & Investment L.L.C.,
a Florida limited liability company

By: [Signature]
Name: Tracy L. Goodson
Title: Manager
Date: 09/06/2024

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6th day of September, 2024, by Tracy L. Goodson, the MANAGER of Goodson Consulting & Investment L.L.C., a Florida limited liability company, on behalf of said company, ☒ who is personally known to me or ☐ who has produced _____ as identification.



WILLIAM E FARRINGTON II
Commission # HH 316196
Expires November 1, 2026

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: _____

(SEAL)

Signed, sealed and delivered
in the presence of:

Charles F. James
Print Name: Charles F. James

Address of Witness 1:

125 E Intendencia St.
Pensacola, FL 32502

Anne Donatella
Print Name: Anne Donatella

Address of Witness 2:

125 E. Intendencia St.
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization this 6th day of September, 2024, by Andrew E. Rothfeder as Manager
of Red Feather Developers, LLC, a Florida limited liability company, on behalf of said company, ☒ who is
personally known to me or ☐ who has produced _____ as identification.



(SEAL)

GRANTEE:

Red Feather Developers, LLC,
a Florida limited liability company

By: Andrew E. Rothfeder
Name: Andrew E. Rothfeder
Title: MANAGER
Date: 9/6/24

Charles F. James IV
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: _____

EXHIBIT "A"
Grantor Parcel

Parcel 1:

The North 50 feet of Lot 175 and of the East 44 feet 6 inches of Lot 176; the West 35 feet 6 inches of Lot 176 and all of Lot 177, Block 26, Old City Tract, according to Map of said City Copyrighted by Thomas C. Watson in 1906.

And:

That portion of Lot 176, Block 26, Old City Tract, according to Map of said City of Pensacola Copyrighted by Thomas C. Watson in 1906, described as follows: Commencing at the Southeast corner of said Block 26 thence South 77 degrees 59 minutes 05 seconds West along the South line of said Block a distance of 125.17 feet to a Cross Mark in the Sidewalk; thence North 11 degrees 21 minutes 15 seconds West a distance of 79.39 feet for the Point of Beginning; thence continue North 11 degrees 21 minutes 15 seconds West a distance of 41.77 feet to an iron rod in the South line of a Brick Wall; thence North 78 degrees 10 minutes 40 seconds East along the South line of a Brick Wall a distance of 44.68 feet to a Point in the East Line of said Lot 176; thence South 11 degrees 22 minutes 50 seconds East along the East line of said Lot 176 a distance of 41.46 feet; thence South 77 degrees 46 minutes 20 seconds West a distance of 44.90 feet to the Point of Beginning.

And:

The North 20 feet of the South 40 feet of the North 90 feet of Lot 175, Block 26, Old City Tract, Pensacola, Escambia County, Florida according to Map of said City Copyrighted by Thomas C. Watson in 1906.

And:

The South 20 feet of the North 90 feet of Lot 175, Block 26 Old City Tract, Pensacola, Escambia County, Florida, according to Map of said City Copyrighted by Thomas C. Watson in 1906.

And also:

That portion of Lots 176 and 177, Block 26, Old City Tract according to the Map of said City Copyrighted by Thomas C. Watson in 1906, described as follows: From the Southeast corner of said Block 26 run South 77 degrees 59 minutes 05 seconds West along the South line of said Block a distance of 168.78 feet to the Outside Edge of the West wall of a Brick Building; thence North 11 degrees 04 minutes 20 seconds West a distance of 79.23 feet to the Point of Beginning of the parcel hereby conveyed; thence continue North along the same course a distance of 1.61 feet; thence North 77 degrees 43 minutes 55 seconds East along the outside North wall of the building fronting on Intendencia Street and situated on approximately the East 44.74 feet of the South 80 feet of said Lot 176, and an extension Westerly of the North line of said wall a distance of 87.93 feet to a Point in the East line of said Lot 176; thence South 11 degrees 22 minutes 50 seconds East along said East line of Lot 176 distance of 1.68 feet; thence South 77 degrees 46 minutes 20 seconds West a distance of 87.93 feet to the Point of Beginning.

Less and except:

That portion of Lots 176 and 177, Block 26, Old City Tract, according to Map of said City of Pensacola Copyrighted by Thomas C. Watson in 1906, described as follows: Commencing at the Southeast corner of said Block 26; thence South 77 degrees 59 minutes 05 seconds West along the South line of said Block a distance of 125.17 feet to a cross mark in the sidewalk for the Point of Beginning; thence continue South 77 degrees 59 minutes 05 seconds West along the South line of said Block a distance of 43.61 feet; thence North 11 degrees 04 minutes 20 seconds West along the West line of a Brick Wall a distance of 79.23 feet; thence North 77 degrees 46 minutes 20 seconds East a distance of 43.23 feet; thence South 11 degrees 21 minutes 15 seconds East a distance of 79.39 feet to the Point of Beginning.

EXHIBIT "B"

Red Feather Parcel

Parcel 1:

Commence at the Southwest corner of Block 26, Old City Tract, City of Pensacola, as copyrighted by Thomas C. Watson in 1906; thence proceed North 89° 02' 20" East along the South line of said Block 26, a distance of 10.00 feet to the Point of Beginning, said point being the intersection of the North right of way (R/W) line of Intendencia Street (R/W varies) and the East R/W line of Baylen Street (R/W varies); thence proceed North 00° 08' 28" East along said East R/W line of Baylen Street a distance of 119.10 feet; thence depart said line, proceed North 89° 11' 00" East a distance of 66.55 feet; thence proceed North 00° 02' 03" West a distance of 53.84 feet; thence proceed North 89° 23' 23" East a distance of 60.08 feet; thence proceed South 00° 06' 23" East a distance of 172.39 feet to the aforementioned North R/W line of Intendencia Street; thence proceed South 89° 02' 20" West along said North R/W line a distance of 127.22 feet to the Point of Beginning. Lying and being part of Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

AND

Parcel 2:

THE SOUTH 76.00 FEET OF THE WEST HALF OF LOT 195, BLOCK 26, OLD CITY TRACT
ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA
BY THOMAS C. WATSON DATED 1906.

More particularly described as follows:

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

A PORTION OF LOT 179 AND OF THE WEST HALF OF LOT 195, AND THE ENTIRETY OF LOT 178, ALL INCLUSIVE, BLOCK 26, OLD CITY TRACT ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA BY THOMAS C. WATSON DATED 1906, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 26, OLD CITY TRACT, CITY OF PENSACOLA, AS COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE PROCEED NORTH 79°16'10" EAST ALONG THE SOUTH LINE OF SAID BLOCK 26 FOR A DISTANCE OF 10.33 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY (R/W) LINE OF INTENDENCIA STREET (R/W VARIES) AND THE EAST R/W LINE OF BAYLEN STREET (R/W VARIES). THENCE PROCEED NORTH 09°37'53" WEST ALONG SAID EAST R/W LINE OF BAYLEN STREET FOR A DISTANCE OF 119.10 FEET; THENCE DEPARTING SAID EAST R/W LINE, PROCEED NORTH 79°32'28" EAST FOR A DISTANCE OF 66.63 FEET TO A POINT ON THE EAST LINE OF LOT 179 OF AFORESAID BLOCK; THENCE PROCEED NORTH 09°54'32" WEST ALONG AFORESAID EAST LINE OF LOT 179 AND EAST LINE OF LOT 194 OF THE AFORESAID BLOCK FOR A DISTANCE OF 130.55 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED NORTH 79°00'57" EAST FOR A DISTANCE OF 39.98 FEET TO THE EAST LINE OF THE WEST HALF OF LOT 195 OF AFORESAID BLOCK; THENCE PROCEED SOUTH 10°02'50" EAST ALONG THE EAST LINE OF SAID WEST HALF OF LOT 195 FOR A DISTANCE OF 76.22 FEET TO THE SOUTH LINE OF SAID LOT 195; THENCE PROCEED NORTH 79°20'26" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 20.06 FEET TO THE NORTHEAST CORNER OF LOT 178 OF SAID BLOCK; THENCE PROCEED SOUTH 09°53'32" EAST ALONG THE EAST LINE OF SAID LOT 178 FOR A DISTANCE OF 173.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 178 LOCATED ON THE AFOREMENTIONED NORTH R/W LINE OF INTENDENCIA STREET; THENCE PROCEED SOUTH 79°16'10" WEST ALONG SAID NORTH R/W LINE A DISTANCE OF 127.37 FEET TO THE POINT OF BEGINNING. LYING AND BEING PART OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

EXHIBIT C Easement Area, Dumpster Improvements, and Storm water Detail

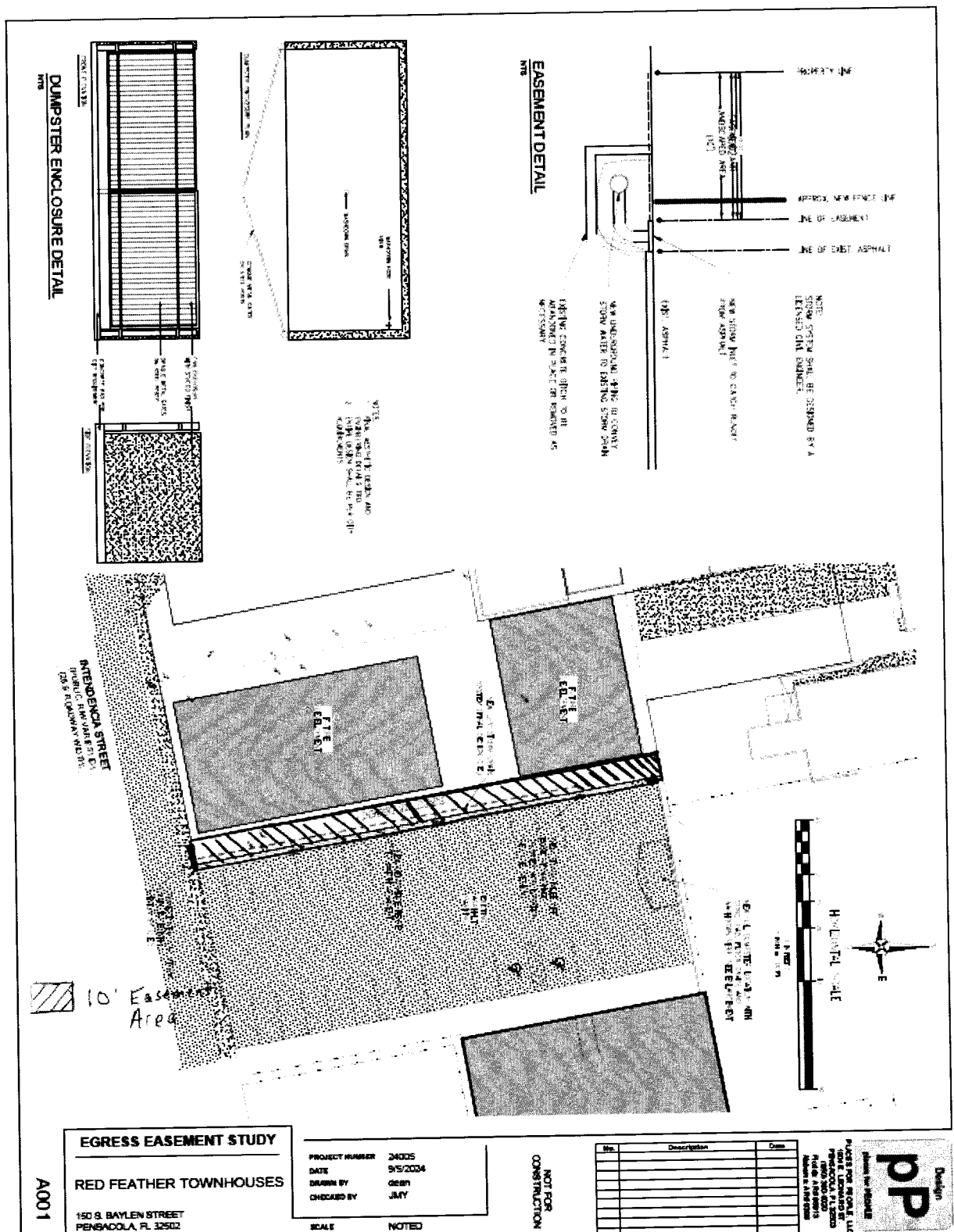
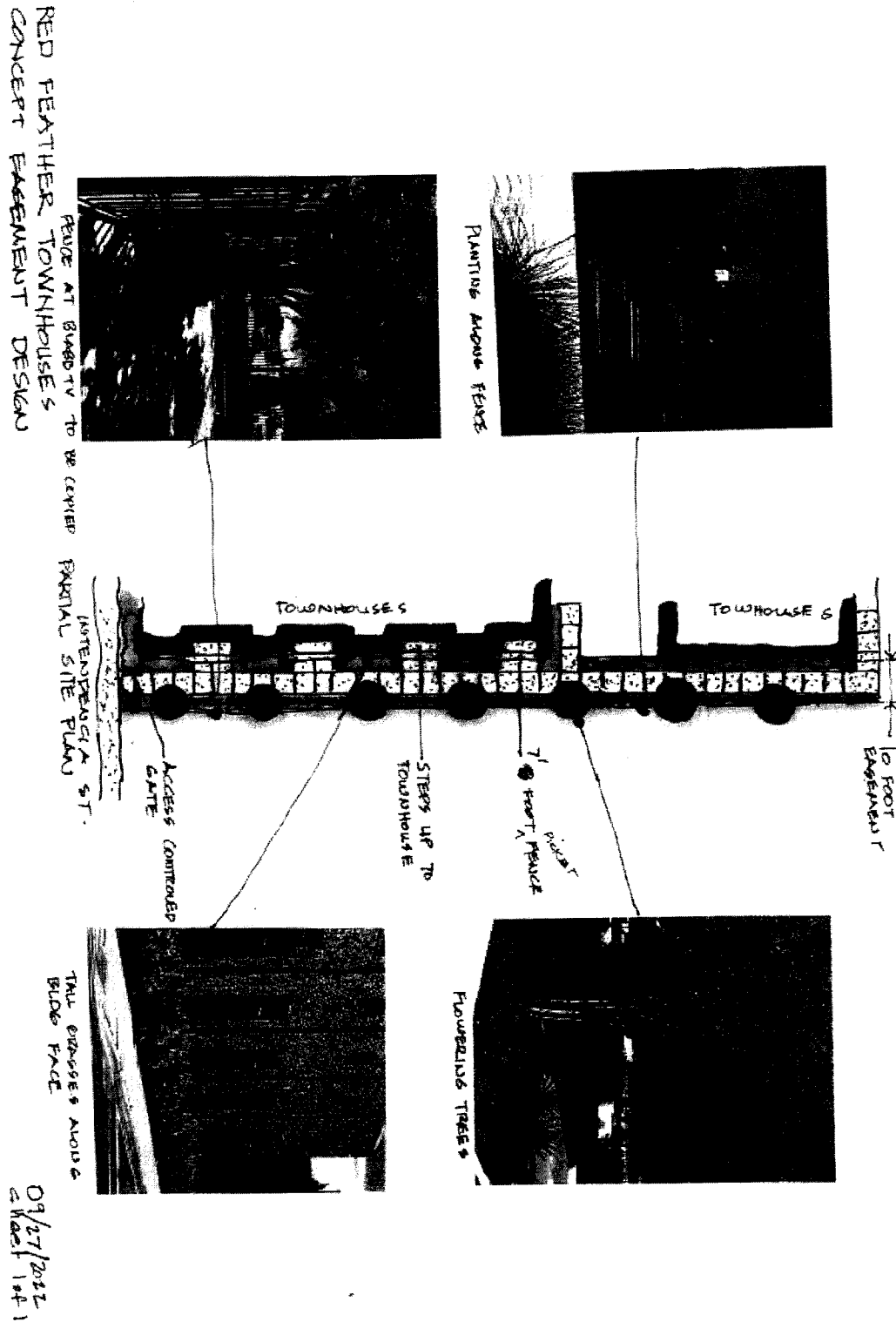


EXHIBIT D
Conceptual Plan of Easement Area Development



EASEMENT AGREEMENT

THIS AGREEMENT dated May 6, 2022, is entered into by and between RED FEATHER DEVELOPERS, LLC (hereafter "Red Feather"), and 21 WEST ROMANA, LLC (hereafter "21 West").

WHEREAS, Red Feather owns the property identified as the Baylen Street Parking Lot, more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, 21 West owns the property identified as the Brewery, more particularly described on Exhibit "B" attached hereto and made a part hereof; and

WITNESSETH:

1. Grant of Easement. At such time that Red Feather gives notice that temporary access (See Exhibit "D") has been terminated, Red Feather shall grant 21 West a perpetual non-exclusive easement across the Eastern portion of Red Feather's property, identified as the "Easement Area" (and highlighted) on Exhibit "C" solely for pedestrian egress for life safety purposes, specifically for use in emergency situations (such as a fire or other emergency event that makes it necessary or prudent to evacuate personnel from 21 West to the nearest public right of way) to Intendencia Street, the boundaries of such easement being shown in Exhibit "D." The granting of this easement is expressly conditioned on Red Feather acquiring easement rights over the western boundary of property owned by Blab-TV of the highlighted area shown as the "Easement Area" (and highlighted) on Exhibit "C."
2. Defend, Hold Harmless and Indemnity Agreement. 21 West agrees to defend, hold harmless and indemnify Red Feather against any and all claims, actions, and causes of action, administrative actions, and/or lawsuits, caused by or arising in any manner from the use of this easement.
3. Dispute Resolution. The parties agree that venue and jurisdiction for any action to enforce the rights and obligations created herein shall be exclusively in state court in Pensacola, Florida, and EXPRESSLY AGREE TO WAIVER OF RIGHT TO TRIAL BY JURY. The prevailing party shall be entitled to recover all attorney's fees, all costs, including without limitation taxable costs, including without limitation all attorney's fees and

costs incurred in finalizing a supplemental judgment for attorney's fees and costs.

The parties hereto execute this Easement Agreement as follows:

RED FEATHER DEVELOPERS, LLC

By: [Signature]
Print Name: Andrew E. Rothfeder
Title: MANAGER

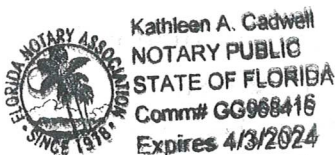
21 WEST ROMANA, LLC

By: [Signature]
CHARLES S. LIBERIS
Member/Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, this day personally appeared Andrew Rothfeder, as Manager of RED FEATHER DEVELOPERS, LLC, who stated that he/she signed the foregoing document in the capacity therein stated, and said Affiant is ☒ personally known to me, or [] produced _____ as identification.

SWORN TO and subscribed before me, this the 20 day May, 2022.

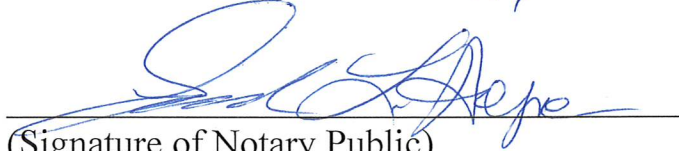


Kathleen A. Cadwell
(Signature of Notary Public)
Print Name: Kathleen A. Cadwell
Notary for State of Florida
My Commission Expires: 4/3/2024
Commission Number: GG968416

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, this day personally appeared CHARLES S. LIBERIS, as Member/Manager of 21 WEST ROMANA, LLC, who stated that he signed the foregoing document in the capacity therein stated, and said Affiant is ☒ personally known to me, or ☐ produced _____ as identification.

SWORN TO and subscribed before me, this the 6th day May, 2022.

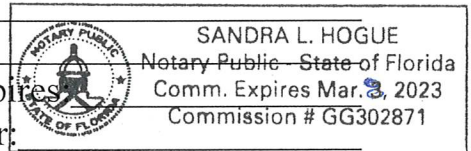

(Signature of Notary Public)

Print Name: _____

Notary for State of _____

My Commission Expires _____

Commission Number: _____



OR Bk3857 Pg0781
INSTRUMENT 00245808

Instrument 00245808
Filed and recorded in the
Official Records
OCTOBER 26, 1995
at 01:28 P.M.
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida

EXHIBIT "A"

PARKING LOT PARCEL:

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 26, OLD CITY TRACT, CITY OF PENSACOLA AS COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE PROCEED N 89° 02' 20" EAST ALONG THE SOUTH LINE OF SAID BLOCK 26, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY (R/W) LINE OF INTENDENCIA STREET (R/W VARIES) AND THE EAST R/W LINE OF BAYLEN STREET (R/W VARIES); THENCE PROCEED NORTH 00° 08' 28" EAST ALONG SAID EAST R/W LINE OF BAYLEN STREET A DISTANCE OF 119.10 FEET; THENCE DEPART SAID LINE, PROCEED NORTH 89° 11' 00" EAST A DISTANCE OF 66.55 FEET; THENCE PROCEED NORTH 00° 02' 03" WEST A DISTANCE OF 53.84 FEET; THENCE PROCEED NORTH 89° 23' 23" EAST A DISTANCE OF 60.08 FEET; THENCE PROCEED SOUTH 00° 06' 23" EAST A DISTANCE OF 172.39 FEET TO THE AFOREMENTIONED NORTH R/W LINE OF INTENDENCIA STREET; THENCE PROCEED SOUTH 89° 02' 20" WEST ALONG SAID NORTH R/W LINE A DISTANCE OF 127.22 FEET TO THE POINT OF BEGINNING. LYING AND BEING PART OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

EXHIBIT

A

3/6/2021

Landmark Web Official Records Search

Recorded in Public Records 08/02/2012 at 09:27 AM OR Book 6890 Page 922,
Instrument #2012059497, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$10.00 Deed Stamps \$7.00

This Document Prepared By and Return to:
Liberis Law Firm
212 West Intendencia Street
Pensacola, FL 32502

Parcel ID Number: 152S304101000000

Quitclaim Deed

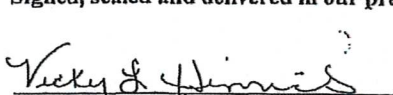
This Quitclaim Deed, Made this 25th day of July, 2012 A.D., Between Charles S. Liberis, a married man as his non-homestead property of the County of Escambia, State of Florida, grantors, and 21 W. Romana, LLC, a Florida Limited Liability Company existing under the laws of the State of Florida whose address is: 212 W. Intendencia Street Pensacola, FL 32502 of the County of Escambia, State of Florida, grantees.

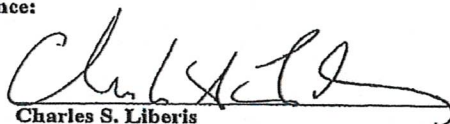
Witnesseth that the GRANTORS, for and in consideration of the sum of ----- TEN DOLLARS (\$10)-----, and other good and valuable consideration to GRANTORS in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, have granted, bargained and quitclaimed to the said GRANTEES and GRANTEES' heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Escambia State of Florida to wit:

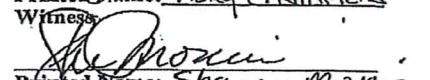
The East ¼ of Lot 195, Block 26, Old City Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantees forever.
In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:


Printed Name: Vicky L. Hinrichs
Witness

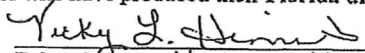

Charles S. Liberis (Seal)
Address: 212 W. Intendencia St. Pensacola, FL 32502


Printed Name: Shannon Merline
Witness

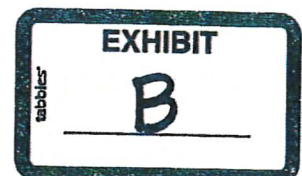
STATE OF Florida
COUNTY OF Escambia

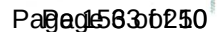
The foregoing instrument was acknowledged before me this 25th day of July, 2012 by Charles S. Liberis, who is personally known to me or who have produced their Florida driver's license as identification.




Printed Name: Vicky L. Hinrichs
Notary Public
My Commission Expires: 11/3/2015

L:\Documents\LAND DEVELOPMENT\REAL ESTATE OWNED\21 W. Romana\2012-07-25 QCD-Charles to 21 W. Romana.doc





TEMPORARY LICENSE AGREEMENT

COMES NOW RED FEATHER DEVELOPERS, LLC (hereafter "Red Feather"), DRUG FREE WORKPLACES, INC. (hereafter "Drug Free Workplaces"), and 21 WEST ROMANA, LLC (hereafter "21 West"), and agree as follows:

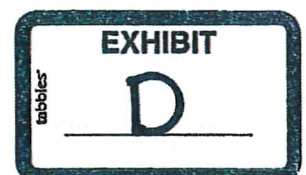
Red Feather owns the property that is more particularly described in Exhibit "A."

21 West owns the property that is more particularly described in Exhibit "B."

Drug Free Workplaces owns the property that is more particularly described in Exhibit "C."

Red Feather and Drug Free Workplaces hereby grant a temporary license to 21 West over the area marked in Exhibit "D" on the following terms and conditions:

1. Term of the License. The temporary license shall begin immediately, and shall terminate 10 days after written notice of termination by Red Feather.
2. Restrictions on Use of License. The sole purpose of this license shall be for vehicular ingress/egress over the property of Red Feather and Drug Free Workplaces to the parking/trash container area located on the property of 21 West, and to make repairs to 21 West. It may not be used for any other purpose, including the parking of vehicles, or any other use inconsistent with the use by Red Feather and Drug Free Workplaces for ingress/egress to their property.
3. Defend, Hold Harmless and Indemnity Agreement. 21 West agrees to defend, hold harmless and indemnify Red Feather and/or Drug Free Workplaces against any and all claims, actions, and causes of action, administrative actions, and/or lawsuits, caused by or arising in any manner from the use of this temporary license by license holder or its agents.



4. Contractual Obligation Only. This license agreement shall be deemed a contractual obligation only by the parties thereto, or not an encumbrance that shall run with the land. Thus, this Agreement is not to be recorded.
5. Dispute Resolution. The parties agree that venue and jurisdiction for any action to enforce the rights and obligations created herein shall be exclusively in state court in Pensacola, Florida, and EXPRESSLY AGREE TO WAIVER OF RIGHT TO TRIAL BY JURY. The prevailing party shall be entitled to recover all attorney's fees, all costs, including without limitation taxable costs, including without limitation all attorney's fees and costs incurred in finalizing a supplemental judgment for attorney's fees and costs.

The parties hereto execute this Temporary License Agreement as follows:

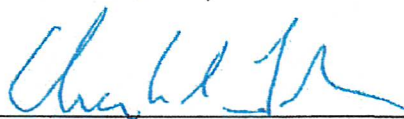
RED FEATHER DEVELOPERS, LLC

By: _____
Print name: _____
Title: _____

DRUG FREE WORKPLACES, LLC

By: _____
Print name: _____
Title: _____

21 WEST ROMANA, LLC

By:  _____
CHARLES S. LIBERIS
Member/Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, this day personally appeared
CHARLES S. LIBERIS, as Member/Manager of 21 WEST ROMANA, LLC, who
stated that he signed the foregoing document in the capacity therein stated, and
said Affiant is ☒ personally known to me, or ☐ produced _____
as identification.

SWORN TO and subscribed before me, this the 10th day May,
2022.

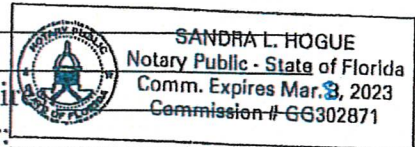

(Signature of Notary Public)

Print Name: _____

Notary for State of _____

My Commission Expires _____

Commission Number: _____



Department:	Comments:
Planning	All comments resolved.
FIRE	All comments resolved.
PW/E	No comments related to the subdivision. Comments have been issues pertaining to the civil site work permit 24-12-7876.
Surveyor	All survey comments have been addressed.
Inspection Svcs	All comments resolved.
Pensacola Energy	No comments or concerns.
ECUA	It is my understanding that the utilities within this subdivision will be private, however, if the sewer connection will be 8" or greater, than the developer should apply with ECUA Engineering for a System Extension Project (if they haven't already). Jason Rebol is familiar with that procedure. No other comments on the final plat.
FPL	No comments or concerns.
ATT	No comments or concerns.
FDOT	No comments or concerns.
CRA	No comments or concerns.
Parking	No comments or concerns.
Airport	No comments or concerns.
Arborist	No comments or concerns.



MINUTES OF THE PLANNING BOARD
September 10, 2024

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Powell, Board Member Sampson, Board Member Villegas

MEMBERS ABSENT: Board Member Van Hoose

STAFF PRESENT: Assistant Planning & Zoning Manager Harding, Planning & Zoning Manager Cannon, Assistant City Administrator Forte, Help Desk Technician Russo, Development Services Coordinator Statler, Executive Assistant Chwastyk

STAFF VIRTUAL: Development Services Director Morris

OTHERS PRESENT: Jack Myslack, Jason Rebol, Andrew Rothfeder, Buck Lindsay

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from August 13, 2024

New Business:

- Request for Preliminary Plat Approval – Red Feather Subdivision, 150 S. Baylen Street
- Request for License to Use the City Right-of-Way – 600 S. Palafox Street
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Vice Chairperson Larson made a motion to approve the August 13, 2024, minutes, seconded by Board Member Powell, and it carried 6:0.

New Business –

Request for Preliminary Plat Approval – Red Feather Subdivision, 150 S. Baylen Street

Rebol-Battle & Associates, LLC, is requesting preliminary plat approval on behalf of Red Feather Developers for a subdivision at 150 S. Baylen Street. This project is located within the C-2A zoning district, of which two (2) parcels will be subdivided into thirteen (13) lots to accommodate eleven (11) single-family attached residences and an additional two (2) parcels owned by the homeowners' association. The properties also fall within the Palafox Historic Business District, where all development is subject to review by the Architectural Review Board, the CRA Urban Core, and the Dense Business District.

Mr. Rebol presented to the Board. Chairperson Ritz reiterated comments from past submittals and commented that the development would be much better than the existing parking lot. There are residential developments of a similar nature nearby and it represented a good use of urban space. Board Member Grundhoefer asked about the north common area in Parcel B and its access, and Mr. Rebol pointed out an easement along the east of the development, and that it will likely be an amenity area for the residents. The easement on the east side is on the neighboring property, and the easement dedication documents will be provided with the final plat documents. Mr. Rothfeder also presented to the board. He is the developer of the project. The easement has already been recorded. Currently, that area is landscaping and a drainage ditch. The stormwater will be put underground, and a sidewalk and landscaping will be placed on top. Mr. Grundhoefer also asked about existing on-side parking lot curbs which are shown on the plat, but which will be removed during development.

Board Member Powell made the motion to approve as submitted. The motion was seconded by Board Member Grundhoefer, and it carried 6:0.

Request for License to Use the City Right-of-Way – 600 S. Palafox Street

Winford Lindsay (Lindsay, Pope, Brayfield & Associates, Inc.), on behalf of Pensacola Palafox Lodging LLC, is requesting approval for a license to use the city right-of-way at 600 S. Palafox Street. The purpose of this application is to allow for the construction of an awning overhang which will be structurally attached to the right-of-way by decorative columns. The awning will extend over the sidewalk along S. Palafox Street and also over the sidewalk along Cedar Street where a future patio and outdoor seating area will be. The full overhang encroachment will measure 79' x 5'-4" along the Cedar Street frontage and 195'-8" x 6'-3" along the Palafox Street frontage. This property is located in the Palafox Historic Business District and the overall hotel project, including the aesthetics of the subject canopy, was approved by the Architectural Review Board in April 2024.

Mr. Lindsay, architect for the project, presented to the Board. Chairperson Ritz commented that the Board is not necessarily considering aesthetics of the development, but only the license to use the right-of-way portion for the awning structurally attached to the right-of-way. He appreciated the public amenity such as an awning which will protect people from rain, and which is a common building element in the area. The board is usually favorable to license to use applications. Board Member Villegas asked for the scope to be clarified, and Mr. Lindsay responded that the canopy would extend along the full S. Palafox building elevation and halfway along the Cedar Street building elevation. There was another canopy along Cedar Street, but it is not part of the license to use application being reviewed by the Board. Rainwater would be managed with downspouts not incorporated into the columns. Board Member Grundhoefer was in support but had questions regarding a portion of a raised patio in the Cedar Street right-of-way. Mr. Lindsay responded that that

portion was added to give presence to the corner of the building and that it was elevated due to the flood zone requirements. It's there principally to engage the pedestrian experience, as well as guests. Board Member Grundhoefer did not think that was a common encroachment elsewhere. Assistant Planning and Zoning Division Manager Harding responded that the overall development contains several encroachments which were considered "minor encroachments" (the elevated patio, the awnings not structurally attached to the right of way, a vehicle pull over lane on Cedar Street, and a portion of an ADA ramp). Per the LDC, minor encroachments may be approved administratively (through a minor LTU) if certain conditions are met. Those encroachments were reviewed and approved as a minor LTU by the City Engineer and Building Official per the ordinance. Assistant Planning and Zoning Division Manager Harding clarified that the Planning Board application is for the "major" license to use request which is only for the overhead awning structurally attached to the right-of-way. Board Member Grundhoefer thought that the difference between "major" and "minor" was subjective. Staff referenced Sec. 12-11-7(e) and provided it on the screen,

"(e) Approval of minor encroachments. Minor encroachments into the right-of-way may be approved administratively if the conditions of this section are met. Minor encroachments allowed under this section include, but are not limited to, awnings, driveways, and out-swinging doors.

(1) Design standards and regulations. The request shall be reviewed to ensure the minor encroachment does not pose any safety concerns, that a six-foot wide pedestrian path is maintained, and that the minor encroachment does not interfere with any utilities or facilities within the right-of-way.

- a. For out-swinging doors, the permittee must demonstrate a physical barrier has been provided to prevent the door from swinging into anyone within the public right-of-way.
- b. Awnings that project over the right-of-way but do not require support columns in the right-of-way may be considered a minor encroachment.
- c. The building official or city engineer will determine the boundaries of the minor encroachment area.
- d. Failure to maintain the minor encroachment area may result in citations being issued."

Assistant Planning and Zoning Division Manager Harding restated that since those items have already been approved as a "minor LTU" and under a separate process, Planning Board's review is only for the "major LTU" which is the overhead canopy structurally attached to the right-of-way. Board Member Grundhoefer and Board Member Larson provided their opinion that the elevated patio constituted a "major" LTU. Assistant Planning and Zoning Division Manager Harding reiterated that the patio had already been approved administratively as a "minor LTU" per Sec. 12-11-7(e). Chairperson Ritz stated that it is his understanding that the patio can be built since it was approved administratively per the LDC, but that it might not have an awning over it if the application before them was denied. The board had further discussion regarding the interpretation of minor vs major and it appeared that clarifications in the LDC were needed and should be addressed as part of the upcoming LDC assessment.

Board Member Larson made a motion to approve with the caveat that City Council address what is "major" and "minor" in more specific terms for future LTU approvals. Chairman Ritz thought that the motion took on a lot of other issues that go beyond the specific application, and that the question of "major" vs "minor" should be considered separately. Planning

Board can make a recommendation separate of the LTU application to address the LDC. Board Member Larson revised his motion, to approve the LTU as presented. However, he would like to discuss the matter more as part of the Discussion portion of the meeting. Planning and Zoning Division Manager Cannon reminded the Board that the City is in the process of issuing a Request for Proposals for a consulting firm to assess the LDC. The request to clarify definitions could certainly be included in that process and as a priority. Some board members wished to discuss the application further and Board Member Larson rescinded the motion. There was no motion on the floor. The Board continued their discussion on the canopy, major vs minor LTU's, and landscaping. The Board discussed that even though this item brought up a potential issue with the LDC, those issues which should be addressed do not need to weigh down the current LTU application. Those issues (definitions of "minor" vs "major") can be discussed further and addressed as part of the upcoming LDC assessment, if not sooner.

Board Member Villegas made a motion to approve, seconded by Board Member Powell. Board Member Grundhoefer then asked about street trees. Mr. Lindsay stated that there are nine existing crepe myrtles along Palafox which will be retained. There are three healthy crepe myrtles on the property line which are city trees. Those are to be transplanted, either to the street edge, or to the interior of the site. The City's Arborist is happy to assist with that process. So, the street trees will stay. Assistant Planning and Zoning Division Manager Harding pointed out that the property is in zoning district C-2A where developments are exempt from general landscaping requirements in the right-of-way. The developers seem to be going above and beyond in that aspect.

The motion to approve was called to a vote, and it carried 5-1 with Board Member Grundhoefer dissenting.

Open Forum – none

Discussion – Board Member Larson requested that the definition of "major" and "minor" licenses to use be put into the code and clarified when the LDC is formally assessed and rewritten. Staff agreed to carry the request forward and assured the Board that their discussion will be provided to whomever is chosen to take on that project. There was further discussion on the LTU process, fees, types, etc. Staff clarified the city's fee schedule is in the code of ordinances, but it is not in the Land Development Code. Additional discussion was provided on past Board applications and the LDC assessment.

Adjournment – With no further business, the Board adjourned at 3:13 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

Sec. 12-3-8. Commercial land use district.

The regulations in this section shall be applicable to the retail and downtown commercial and wholesale and light industry zoning districts: C-1, C-2A, C-2, and C-3.

(1) *Purpose of district.*

- a. The commercial land use district is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development. New development and redevelopment projects are strongly encouraged to follow the city's design standards and guidelines contained in section 12-3-121.
- b. The C-1 zoning district's regulations are intended to provide for conveniently supplying the immediate needs of the community where the types of services rendered and the commodities sold are those that are needed frequently. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas and more intense commercial zoning. The downtown and retail commercial (C-2A and C-2) zoning districts' regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.
- c. The downtown retail commercial (C-2A) zoning district's regulations are intended to provide a mix of restaurants, retail sales, entertainment, and service establishments with an emphasis on pedestrian-oriented ground floor shops and market spaces.
- d. The commercial retail (C-2) zoning district's regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market.
- e. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.

(2) *Uses permitted.*

- a. *C-1, retail commercial zoning district.* Any use permitted in the R-NC district and the following uses, with no outside storage or repair work permitted:
 1. Retail sales and services.
 2. Motels/hotels.
 3. Vending machine when as accessory to a business establishment and located on the same parcel of land as the business.
 4. Car washes.
 5. Movie theaters, except drive-in theaters.
 6. Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.
 7. Pet shops with all uses inside the principal building.
 8. Parking lots and parking garages.
 9. Pest extermination services.

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10. Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas.
 11. Business schools.
 12. Trade schools.
 13. Medical marijuana dispensary.
 14. Recreation or amusement places operated for profit.
 15. Accessory buildings and uses customarily incidental to the above uses.
 16. Food truck courts, subject to regulations in section 12-3-95.
- b. *C-2A, downtown retail commercial district.* Any use permitted in the C-1 district with the exception of manufactured home parks, and conditional uses. The following uses with no outside storage or repair work permitted:
1. Bars.
 2. Pool halls.
 3. Newspaper offices and printing firms.
 4. Marinas.
 5. Major public utility buildings and structures including radio and television broadcasting station.
 6. Accessory buildings and uses customarily incidental to the above uses.
- c. *C-2, commercial district (retail).* Any use permitted in the C-2A district and the following uses with no outside storage or repair work permitted:
1. Cabinet shops and upholstery shops.
 2. Electric motor repair and rebuilding.
 3. Garages for the repair and overhauling of automobiles.
 4. Sign shop.
 5. Accessory buildings and uses customarily incidental to the above uses.
- d. *C-3, commercial zoning district (wholesale and limited industry).*
1. Any use permitted in the C-2 district. Outside storage and work shall be permitted for those uses and the following uses, but shall be screened by an opaque fence or wall at least eight feet high at installation. Vegetation shall also be used as a screen and shall provide 75 percent opacity. The vegetative screen shall be located on the exterior of the required fence.
 2. Outside kennels, runs or exercise areas for animals subject to regulations in section 12-3-83.
 3. Growing and wholesale of retail sales of trees, shrubs and plants.
 4. Bakeries, wholesale.
 5. Ice cream factories and dairies.
 6. Quick-freeze plants and frozen food lockers.

7. Boat sales and repair.
8. Outdoor theaters.
9. Industrial research laboratories and pharmaceutical companies.
10. Truck sales and repair.
11. Light metal fabrication and assembly.
12. Contractors shops.
13. Adult entertainment establishments subject to the requirements of chapter 7-3.
14. Industrial laundries and dry cleaners using combustible or flammable liquids or solvents with a flash point of 190 degrees Fahrenheit or less which provide industrial type cleaning, including linen supply, rug and carpet cleaning, and diaper service.
15. Retail lumber and building materials.
16. Warehouses.
17. Plumbing and electrical shops.
18. New car and used car lots, including trucks which do not exceed 5,000 pounds.
19. Car rental agencies and storage, including trucks which do not exceed 5,000 pounds.
20. Pawnshops and secondhand stores.
21. Mini-storage warehouses.
22. Advanced manufacturing and/or processing operations provided that such use does not constitute a nuisance due to emission of dust, odor, gas, smoke, fumes, or noise.
23. Accessory buildings and uses customarily incidental to the above uses.

- (3) *Regulations.* All developments are required to comply with design standards and are strongly encouraged to follow design guidelines as established in section 12-3-121. Table 12-3.7 describes height, area and yard requirements for the C-1, C-2, C-2A and C-3 commercial zoning districts:

TABLE 12-3.7. REGULATIONS FOR THE COMMERCIAL ZONING DISTRICTS

Standards	C-1	C-2A	C-2 and C-3
Minimum Yard Requirements (Minimum Building Setbacks)	There shall be no yard requirements, except that where any nonresidential use is contiguous to a residential zoning district there shall be a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width. Inside the C-2A District and Dense Business Area: There shall be a maximum allowed front yard setback of 10 feet.		
Maximum Building Height	No building shall exceed 45 feet in height at the property or setback lines. (See Note 1)	No building shall exceed 100 feet in height at the property or setback lines. (See Note 1)	
Lot Coverage Requirements (The	Shall not exceed 75 percent of the total site	Shall not exceed 100 percent of the total site	Inside the dense business area: shall not

maximum combined area occupied by all principal and accessory buildings)	area for buildings up to 100 feet in height. For buildings over 100 feet in height, lot coverage shall not exceed 65 percent.	area for buildings up to 100 feet in height. For buildings over 100 feet in height, lot coverage shall not exceed 90 percent.	exceed 100 percent of the total site area for buildings up to 100 feet in height. For buildings over 100 feet in height, lot coverage shall not exceed 90 percent (with the exception of the C-2A zoning district). Outside the dense business area: shall not exceed 75 percent of the total site area for buildings up to 100 feet in height. For buildings over 100 feet in height, lot coverage shall not exceed 65 percent.
Maximum Density Multiple-Family Dwellings	35 dwelling units per acre.	135 dwelling units per acre.	Inside the dense business area: 135 dwelling units per acre. Outside the dense business area: 35 dwelling units per acre.
Note 1: Three feet may be added to the height of the building for each foot the building elevation is stair-stepped or recessed back from the property or setback lines beginning at the height permitted up to a maximum height of 150 feet.			

(4) *Additional regulations.* In addition to the regulations established above in subsection (3) of this section, all developments within the commercial zoning districts will be subject to, and must comply with, the following regulations:

- a. Supplementary district regulations subject to regulations in sections 12-3-55 through 12-3-69.
- b. Off-street parking subject to regulations in chapter 12-4.
- c. Signs subject to regulations in chapter 12-5.
- d. Tree/landscape regulations subject to regulations in chapter 12-6.
- e. Stormwater management and control of erosion, sedimentation and runoff subject to regulations in chapter 12-8.
- f. Alcoholic beverages regulations subject to chapter 7-4.

(Code 1986, § 12-2-8; Ord. No. 25-92, § 1, 7-23-1992; Ord. No. 6-93, § 6, 3-25-1993; Ord. No. 29-93, § 6, 11-18-1993; Ord. No. 3-94, § 4, 1-13-1994; Ord. No. 44-94, § 1, 10-13-1994; Ord. No. 33-95, § 2 (exh. 1), 8-10-1995; Ord. No. 40-99, §§ 2, 3, 10-14-1999; Ord. No. 17-06, § 1, 7-27-2006; Ord. No. 11-09, § 1, 4-9-2009; Ord. No. 13-12, § 1,

6-14-2012; Ord. No. 12-13, § 1, 5-9-2013; Ord. No. 40-13, § 1, 11-14-2013; Ord. No. 01-16, § 1, 1-14-2016; Ord. No. 06-17, § 1, 3-9-2017; Ord. No. 12-19, § 1, 5-16-2019; Ord. No. 10-23, § 1, 8-17-2023)

Sec. 12-7-3. Procedure for subdivision approval.

(a) *Procedure for subdivision requiring a plat.*

(1) *Approval of preliminary plat by the planning board.*

- a. Any person desiring to divide land into three or more lots shall first file with the planning services department an application and a preliminary plat of the subdivision prepared in accordance with the requirements of section 12-7-8 and F.S. § 472.027.
- b. Accompanying the application and preliminary plat shall be a general location sketch map showing the relationship of the proposed subdivision to existing community facilities that serve or influence it. On such sketch map shall show, the main traffic arteries, shopping centers, schools, parks, and playgrounds within one quarter of a mile.
- c. Where the preliminary plat submitted covers only a part of the total contiguous property under the subdivider's ownership, a sketch of the prospective future street system of the unsubdivided part shall be required if not shown on a previously approved conceptual plan or plans for the entire property. The street system of the unplatted portion shall be planned to coordinate and connect with the street system of the platted portion.
- d. A master drainage plan at a scale not smaller than one inch equals 200 feet, shall be provided. The master drainage plan shall be for the entire property and shall be reviewed by the city engineer in relation to the entire drainage basin. It is the specific intent of this requirement that rights-of-way and easements of all drainage improvements, including, but not limited to, retention ponds, ditches, culverts, channels, and the like required for the drainage of the site for both on-site and off-site improvements, shall be provided for in the master drainage plan. Instruments shall be submitted fully executed in sufficient form for recording for all off-site drainage rights-of-way and easements not included on the final plat. These instruments shall be submitted with the final plat for recordation.
- e. The preliminary plat shall be submitted to the planning services department at least 30 calendar days prior to the meeting at which it is to be considered.
- f. Prior to the examination of the preliminary plat, the planning board shall be furnished with reports from the city engineer, the city traffic engineer, Pensacola Energy, Emerald Coast Utilities Authority, fire department, and the secretary to the planning board to the effect that said plat does or does not conform to the comprehensive plan, the provisions of this chapter, and with sound principles and practices of planning and engineering and with such other items that may affect the health, safety and welfare of the people.
- g. When, after examination, the planning board finds as fact that the aforementioned requirements have been met, the preliminary plat may be approved; however, such approval shall not constitute an approval of the final plat. If the preliminary plat is rejected, the planning board shall provide the applicant in writing a detailed list of reasons for rejection. The applicant shall resubmit revised documents to the planning services department with a review fee to obtain approval according to the process in this chapter.

(2) *Approval of final plat by the planning board and city council.*

- a. The final plat shall conform substantially to the preliminary plat. The applicant shall submit only that portion of the approved preliminary plat that he or she proposes to record and develop. Such portion shall conform to all requirements of this chapter. Such final plat shall be submitted within one year (365 days) of the date of the approval of the preliminary plat. If more than one year has elapsed since the approval of the preliminary plat, the applicant must resubmit to the

planning services department a new application, new application fee, and revised documentation to begin the process in this chapter.

- b. The final plat and release for construction plans shall be submitted to the planning services department at least 30 calendar days prior to the meeting of the planning board at which it is to be considered. Before granting final approval of the plat, the planning board shall receive reports from the secretary to the planning board, the city engineer, the city traffic engineer, Pensacola Energy, Emerald Coast Utilities Authority and the fire department.
 - c. After approval by the planning board, the final plat shall be transmitted to the city council for approval. Approval of the plat shall be granted by the city council upon its finding that all the requirements of this chapter have been met.
- (b) *Procedure for division of land requiring a boundary survey.*
- (1) A division of land into no more than two lots fronting on an existing public street, or an access easement not involving any new street or road, or the extension of governmental facilities, or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property, and not in conflict with any provision of this Code or the comprehensive plan, may be reviewed and approved by the city engineer and planning services department.
 - (2) *Submission requirements.*
 - a. Any person desiring to divide land into no more than two lots shall first submit a metes and bounds description and a boundary survey (equal to that required by F.S. § 472.027, pertaining to the Standards of Practice for surveys) to the planning services department. The boundary survey shall depict all information required by sections 12-7-8(1) through (11).
 - b. If an access easement is required for the subdivision, this document shall be attached to the boundary survey.
 - c. Prior to development of residential properties, the owner or owner's agent shall provide a proposed lot grading and erosion control plan. The plan shall be to scale and must demonstrate that the flow of stormwater surface drainage from the development is diverted to a storm sewer conveyance or other approved point of collection that does not create a hazard. The grading plan should clearly exhibit that the proposed development neither creates nor exacerbates flooding on any adjacent properties. Commercial properties shall fall under the subdivision language of the Land Development Code and comply with all stormwater drainage requirements set forth therein.
 - d. The planning services department shall notify the applicant of the approval or disapproval of the metes and bounds description or the boundary survey within ten working days from submission.
 - e. If the metes and bounds description or the boundary survey is rejected, the planning services department shall provide the applicant, in writing, a detailed list of the reasons for the rejection.
 - f. The applicant shall resubmit revised documents to the planning services department with a review fee and begin the process set forth at section 12-7-3(b) of this chapter.
 - (3) *Final approval.*
 - a. After the survey has been approved by city staff one copy of the survey shall be filed with the planning services department. In addition, one copy each of any applicable recorded access easements shall be filed with the planning services department.
 - b. No building permit shall be issued until the survey has been approved by city staff and any accompanying documentation has been filed in accordance with section 12-7-3(b)(3)a.

(Code 1986, § 12-8-3; Ord. No. 35-92, § 2, 10-22-1992; Ord. No. 21-93, § 5, 8-16-1993; Ord. No. 9-96, § 13, 1-25-1996; Ord. No. 12-09, § 2, 4-9-2009; Ord. No. 29-21, § 4, 12-16-2021)



MINUTES OF THE PLANNING BOARD
February 11, 2025

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Powell, Board Member Van Hoose, Board Member Villegas

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning & Zoning Manager Harding, Assistant City Planning & Zoning Manager Cannon, Executive Assistant Chwastyk

STAFF VIRTUAL: Development Services Director Morris, Development Services Coordinator Statler

OTHERS PRESENT: Jordan Yee, Andrew Rothfeder, Jason Rebol

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from January 14, 2025
- **New Business:**
- Request for Final Plat Approval – Red Feather Development Subdivision, 150 S. Baylen Street
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Board Member Larson made a motion to approve the January 14, 2024, minutes, seconded by Board Member Villegas, and it carried 5:0.

New Business –

Request for Final Plat Approval – Red Feather Subdivision, 150 S. Baylen Street

Assistant Planning & Zoning Manager Harding introduced the item. Rebol-Battle & Associates, LLC, is requesting final plat approval on behalf of Red Feather Developers for a subdivision at 150 S. Baylen Street. This project is located within the C-2A zoning district, of which two (2) parcels will be subdivided into thirteen (13) lots to accommodate eleven (11) single-family attached residences and an additional two (2) parcels owned by the homeowners' association. The properties also fall within the Palafox Historic Business District, where all development is subject to review by the Architectural Review Board, the CRA Urban Core, and the Dense Business District. The preliminary plat was approved by Planning Board in September 2024.

Mr. Rebol presented to the board and mentioned that the only changes were several added easements and some of the building footprints have been adjusted. Board Member Grundhoefer asked for clarification on the changes from the preliminary plat review and Mr. Rebol provided a summary of the added easements which are required for utilities or pedestrian access. Renderings from the recent ARB application showing building aesthetics were shown to the board.

With no further questions, Board Member Grundhoefer made a motion to approve the final subdivision plat as submitted. Board Member Powell seconded the motion, and it carried 6:0.

Open Forum – none

Discussion

Planning and Zoning Manager Cannon gave the board an update on the Land Development Code (LDC) Phase 2 project and reminded the board that City Council's special workshop had been rescheduled to Tuesday, February 25. Business cards for the phase 2 project were distributed to the board and methods to provide comments and input on the project were discussed, including the project website and survey.

Adjournment – With no further business, the Board adjourned at 2:23 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-139

Agenda Conference

3/10/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF DIRECTION '25: PENSACOLA PARKS REVITALIZATION PROJECT LIST

RECOMMENDATION:

That City Council approve the Direction '25: Pensacola Parks Revitalization Project list and associated use of funds previously appropriated by City Council. Further, that City Council authorize the Mayor to transfer the appropriated funds within the Local Option Sales Tax Fund as indicated on the attached reallocation summary. Finally, that City Council authorize the Mayor to take the actions necessary to execute and administer related procurement actions and contracts for the projects delineated on this list consistent with the terms of the procurement actions and contracts and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #3: Support for Youth Experiences, Goal #4: Resilient Waterfronts & Neighborhoods, Goal #6: Public Spaces that Connect Communities, and Goal #8: Neighborhoods that Celebrate Culture and Honor Legacy.

From the over 200-year-old Plaza Ferdinand VII to the brand-new Bruce Beach Park, the Parks & Recreation Department maintains 93 parks and numerous open spaces designed to enhance the quality of life for all citizens and visitors of Pensacola. The park system currently spans 520 acres and includes 10 resource centers, 2 pools, a golf course, a tennis center, and over 4,000 individual amenities, from playgrounds to sports courts to park furnishings. On January 17, 2025, Mayor Reeves announced Direction '25, an investment of \$21.7 million focused on revitalizing city parks and facilities throughout the seven council districts. Representing the most significant investment in Pensacola parks and facilities since 1985, Direction '25 is a concerted first step in taking on a generational deferred maintenance problem by prioritizing and sustaining the Pensacola park system for future generations.

While Direction '85 focused on building new parks and facilities, Direction '25 will focus on revitalizing and upgrading existing parks and facilities. The multi-year project will feature

significant improvements, including facility upgrades such as renovated bleachers, scoreboards, building repairs, playground equipment, park furniture upgrades, sport court and parking lot restoration, renovated dog parks, improved Americans with Disabilities Act accessibility, and more. The Pensacola Parks Revitalization project will impact at least 54 city parks and facilities, including six in District 1, four in District 2, seven in District 3, four in District 4, 13 in District 5, 14 in District 6, and six in District 7.

Direction '25 encompasses existing projects previously approved and underway through prior fiscal year budget appropriations along with new projects utilizing funding from multiple sources including the General Fund, Local Option Sales Tax, grant dollars and the Community Redevelopment Agency. All parks and existing projects were broadly assessed over the past year to ensure previously unfunded needs were prioritized and appropriated funds aligned with the most urgent and obvious needs in the park system that negatively impacted public safety and utilization of park facilities and amenities.

As a result, the department modified certain project scopes and budgets along with creating new projects to prioritize needs in a way that improves and enhances project sites for years to come by leveraging \$1.6M of LOST funds that were appropriated for general park improvements in FY24. The end product is a detailed list of 37 projects with unique scopes, timelines, and budgets. While there remain significant unfunded needs to tackle in the years ahead, the Direction '25 project list details a unified initial effort to revitalize Pensacola's parks.

It is requested that the City Council approve the attached project list and each project for inclusion in Direction '25 and authorize the Mayor to direct City staff to utilize the previously appropriated funds and reallocate funds between LOST accounts as necessary to complete each project. A breakdown of previously appropriated LOST IV Parks Project funds is attached to illustrate the current LOST IV funding allocations by project and the proposed reallocation of certain LOST IV funds to complete the Direction 25 projects.

Following City Council approval of Direction '25, the Parks & Recreation Department will begin design and procurement of materials and construction services to complete the projects according to the estimated timelines in the attachment. Projects will include community engagement as/when appropriate to inform designs to ensure that community needs are met. The community engagement methods will be unique and varied for each project depending on scope and may include gathering input from key stakeholders, neighborhood and community groups, the Pensacola Parks & Recreation Board, and City Council.

PRIOR ACTION:

None

FUNDING:

Total Direction 25 Funding:

\$12,838,517 Grants

\$72,000 Community Maritime Park

\$71,600 Community Redevelopment Agency
\$397,960 General Fund
\$8,361,986 LOST IV

\$21,742,063 TOTAL

LOST IV Parks & Recreation Project Budget:

	Budgeted FY24	Budgeted (Balance) FY25	Budgeted Future Years
LOST IV	\$8,361,986	\$7,059,814	\$400,500

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Ben Heistein, Parks & Recreation Director

ATTACHMENTS:

1. Direction 25: Parks Revitalization Project List
2. Parks LOST IV Reallocation Summary for Direction 25 Projects

PRESENTATION: No

Direction '25: Pensacola Park Revitalization Project List

Project Name	Scope of Work	Est. Complete	Amount
Park Sidewalk Accessibility Improvements	Provide accessible walkways to park amenities and restore damaged sidewalks at Belvedere Park, Eastgate Park, Lion's Park, Granada Square, Zamora Square, Lamancha Square, and Toledo Square	Spring 2025	\$ 70,750
Henry Wyer Park Revitalization	Upgrade and Restore Playground surfacing, benches, picnic tables, trash cans, lightpoles, fencing, and drinking fountain	Spring 2025	\$ 71,600
Roger Scott Athletic Complex Improvements	Renovate football field, pressbox, improve sidewalk accessibility in spectator areas, upgrade bleachers to include railing per new safety standards and make half ADA accessible, and restore ADA connection to nearby playground	Spring 2025	\$ 142,700
Roger Scott Tennis Center Improvements	Funds were used in court renovations and remaining used for shade amenities and bleacher upgrades including six shade structures within newly resurfaced tennis courts to be installed in Spring 2025	Spring 2025	\$ 756,487
Woodland Heights Resource Center Improvements	Renovate kitchen, improve site drainage, and provide accessible walkway for school bus drop offs	Spring 2025	\$ 91,422
Wayside Park Seawall Design	Develop designs to restore and increase resiliency to the seawall	Spring 2025	\$ 125,497
McNealy Park Revitalization	Upgrade picnic tables, trash cans, grills, drinking fountain, and develop design to improve one playground area	Summer 2025	\$ 55,018
Magee Field Athletic Facility Improvements	Upgrade goal posts and renovate field	Summer 2025	\$ 42,168
Bill Gregory Athletic Facility Improvements	Upgrade bleachers to ADA accessible with railing per safety standards	Summer 2025	\$ 50,000
Miraflores Boy Scout Building	Restore windows flooring and upgrade electrical	Summer 2025	\$ 70,000
Blake Doyle Skateboard Park Improvements	Improve drainage around perimeter of park to prevent erosion	Summer 2025	\$ 9,075
Sanders-Beach Kayak Launch & Park Revitalization	Convert boat ramp to ADA kayak launch, upgrade picnic shelters, replace restroom and increase number of stalls, upgrade park furniture, upgrade lighting to sea-turtle friendly type	Fall-Winter 2025	\$ 1,488,875
Bartram Park Improvements	Develop erosion control plan for bay-side facing park, renovate parking lot	Fall-Winter 2025	\$ 50,000
Gull Point Resource Center Grounds Improvements	Replace and Upgrade Basketball Court, Replace and upgrade one playground area, upgrade picnic tables and benches, renovate parking lot	Fall-Winter 2025	\$ 188,100
Miralla Park Revitalization	Upgrade and Restore Playground surfacing, restore aging playground components, upgrade swing set, upgrade and reconfigure benches, improve sidewalk accessibility to amenities, upgrade trash cans	Fall-Winter 2025	\$ 159,500
Pintado Park Revitalization	Improve park sidewalk accessibility and picnic amenities, upgrade benches, and install drinking fountain	Fall-Winter 2025	\$ 70,500
Exchange Park Athletic Facility Improvements	Upgrade scoreboard, bleachers, and irrigation system	Fall-Winter 2025	\$ 141,500
Cecil Hunter Pool Facility Improvements	Replace and upgrade waterslide	Fall-Winter 2025	\$ 188,481
Rev H.K. Matthews Park Improvements	Replace and upgrade playground, restore damaged park sidewalks, renovate basketball courts, upgrade drinking fountain	Fall-Winter 2025	\$ 264,287
Bayview Dog Park Improvements	Enhance Bayview Dog Park by improving grading, surfacing, benches, picnic tables, and signage	Fall-Winter 2025	\$ 110,000
Park Amenity Improvements	Improve Park Amenities such as renovating 23 Basketball Courts at Allen, Baycliff Estates, Gull Point, HK Matthews, Pintado, Dunmire Woods, Dunwoody, Eastgate, EPH Lions, HTW, Malaga, Miralla, McNealy, Operto, Zamora; replace and upgrade 22 Drinking Fountains in Poor Condition	Fall-Winter 2025	\$ 260,100
Vickrey Center Improvements	Install and upgrade windows that are hurricane-rated, upgrade air conditioning unit, upgrade lighting, other building renovation work	Fall-Winter 2025	\$ 285,305
Hitzman-Optimist Park Improvements	Install additional parking lot lighting, upgrade picnic tables, trash cans, provide improved park sidewalk accessibility, renovate one parking lot, develop conceptual design for replacing older playground area	Fall-Winter 2025	\$ 110,000
Allen Park Revitalization	Upgrade and restore playground surfacing, repaint climbers, upgrade playground swings, restore misc. playground components, upgrade picnic tables, trash cans, drinking fountain, renovate basketball court	Fall-Winter 2025	\$ 49,500
Seville Square Improvements	Develop design for underground utilities	Fall-Winter 2025	\$ 50,000
Roger Scott Pool Facility Improvements	Replace and upgrade pool restrooms, shower amenities, ticketing booth, and restore zero-depth pool surfacing.	Spring 2026	\$ 1,329,000
Tippin Park Revitalization	Replace playground with inclusive playground and surfacing, provide improved sidewalk accessibility, upgrade picnic tables, benches, trash cans, install new drinking fountain, renovate parking lot	Spring 2026	\$ 428,682
E.S. Cobb Center Improvements	Structural improvements to glulam arches, roof replacement, building envelope improvements, renovate parking lot	Spring 2026	\$ 1,231,505
Lighting Improvements	Improve lighting at Lamancha Square, Lavallet Park, Estramadura Square, Belvedere, and Eastgate Park	Spring 2026	\$ 156,528
17th Ave Boat Ramp Improvements	Rebuild boat ramp and renovate parking area while improving traffic safety	Spring 2026	\$ 1,487,188
Bayview Park Improvements Phase 1	Renovate tennis courts, auxiliary parking lot, restore park path surfacing.	Spring 2026	\$ 88,000
Bay Bluffs Park Revitalization	Rehabilitate main boardwalk, upgrade park amenities to reopen park	Fall-Winter 2026-27	\$ 2,400,000

Direction '25: Pensacola Park Revitalization Project List

Project Name	Scope of Work	Est. Complete	Amount
Fricker Center Improvements	Rehabilitate community center, resiliency improvements to building envelope, stormwater improvements, upgrade building mechanical systems, build two story social hall for an expanded senior center and teen center.	Fall-Winter 2026-27	\$ 9,474,542
Bryan Park Improvements	Replace and upgrade playground	Spring 2027	\$ 103,753
Zamora Square Lighting	Improve park lighting	Spring 2027	\$ 30,000
Dunwoody Park Improvements	Replace playground	Spring 2027	\$ 40,000
Community Maritime Park Playground Improvements	Replace and upgrade playground surfacing	Spring 2027	\$ 72,000
Total			\$ 21,742,063

Parks LOST IV Reallocations Summary for Direction '25 Projects										
Account	Description	FY 25 Balance as of 02/26/25	Future Year Budget	TSF Out to 014900	TSF frn 014900	TSF frn 014946	TSF frn 014814	TSF frn 014901	New Balance	Explanation (2)
307-014803	Cecil T. Hunter Swimming Pool	188,481.00	-						188,481.00	
307-014804	Cobb Center	842,863.00	70,000.00		350,000.00	50,000.00			1,312,863.00	Funds shifted from General Park Improvement Fund and Magee Field to fund Cobb Center Structural Repairs.
307-014805	East Pensacola Heights	33,369.00	-	(33,369.00)					-	Project Complete. Funds shifted to General Park Improvement Fund.
307-014806	Fricker Center	449,726.02	-						449,726.02	
307-014807	Gull Point Community Center	-	-		188,100.00				188,100.00	Funds shifted from General Park Improvement Fund for Gull Point Community Center Grounds and Amenities
307-014810	Scott Athletic Complex	(47,118.22)	-		100,000.00				52,881.78	Funds shifted from General Park Improvement Fund for Athletic Complex Improvements.
307-014811	Roger Scott Complex Swimming Pool	34,308.52	-						34,308.52	
316-014812	Roger Scott Tennis Center	9,657.00	-		20,000.00		37,773.00		67,430.00	Funds shifted from General Park Improvement Fund and Vickrey Center for Roger Scott Tennis Center Shade Structures.
307-014813	Sanders Beach Corrine Jones Center	-	-						-	
307-014814	Vickrey Center	293,625.91	-				(37,773.00)		255,852.91	Funds Shift to Roger Scott Tennis Center for Shade Structure Improvements.
307-014815	Woodland Heights Community Center	39,420.38	-						39,420.38	
307-014816	Exchange Park	117,400.00	-						117,400.00	
307-014820	Roger Scott Tennis Center Bathrooms	802,040.00	-						802,040.00	
307-014821	SBCJ Dehumidifier	75,000.00	-						75,000.00	
307-014822	Bayview Dehumidifier	70,000.00	-						70,000.00	
307-014800	General Athletic Facilities Improvements	-	-						-	
307-014902	Alabama Square	36,750.00	-	(36,750.00)					-	Project Complete. Funds shifted to General Park Improvement Fund.
	Allen Park				49,500.00				49,500.00	Funds shifted from General Park Improvement Fund for Allen Park Grounds and Amenities Improvements.
316-014905	Armstrong Park	-	-						-	
307-014907	Aviation Park	-	-						-	
307-014908	Baars Park	-	-						-	
307-014909	Bartram Park	44,275.00	-						44,275.00	
307-014910	Bay Bluffs Park	200,000.00	-						200,000.00	
307-014911	Baycliff Estates Park	25,000.00	-						25,000.00	
307-014912	Bayou Texar Boat Ramp	-	-						-	
307-014913	Bayview Park Boat Ramp	-	-						-	
	Bayview Dog Park				110,000.00				110,000.00	Funds shifted from General Park Improvement Fund for Bay View Dog Park Improvements.
307-014914	Bayview Park	-	-		88,000.00				88,000.00	Funds shifted from General Park Improvement Fund for Bayview Grounds and Amenities Improvements.
307-014916	Belvedere Park	-	35,000.00						35,000.00	
307-014917	Bill Gregory Park	25,000.00	-		25,000.00				50,000.00	Funds shifted from General Park Improvement Fund for Spectator Bleacher Upgrades.
307-014918	Bryan Park	3,753.00	100,000.00						103,753.00	
307-014919	Camelot Park	-	-						-	
307-014921	Chimney Park	15,000.00	-						15,000.00	
307-014922	Cordova Square	-	-						-	
307-014924	Dunmire Woods	-	-						-	
307-014925	Dunwody Park	-	40,000.00						40,000.00	

Parks LOST IV Reallocations Summary for Direction '25 Projects										
Account	Description	FY 25 Balance as of 02/26/25	Future Year Budget	TSF Out to 014900	TSF frn 014900	TSF frn 014946	TSF frn 014814	TSF frn 014901	New Balance	Explanation (2)
307-014926	Durant (Rev) Park (Formerly Barcia Park)	-	-						-	
307-014928	Eastgate Park	-	35,000.00						35,000.00	
307-014929	Estramadura Park	25,000.00	-						25,000.00	
307-014931	Fairchild Park	-	-						-	
307-014932	Ferdinand Plaza	-	-						-	
307-014934	Granada Square	-	-						-	
307-014935	Granada Subdivision	-	-						-	
307-014936	Gull Point Field	-	-						-	
307-014937	Hitzman Park	-	-		110,000.00				110,000.00	Funds shifted from General Park Improvement Fund for Grounds and Amenities Improvements.
307-014938	Jim Allen Park	-	-						-	
307-014939	Kiwanis Park	-	-						-	
307-014940	Lamancha Square	25,000.00	-						25,000.00	
307-014941	Lavallet Park	36,528.00	-						36,528.00	
307-014942	Lee Square	-	-						-	
307-014943	Legion Field	-	-						-	
307-014944	Lion's Park	-	-						-	
307-014945	Longhollow Park	-	-						-	
307-014946	Magee Field	92,168.00	-			(50,000.00)			42,168.00	Funds shifted to Cobb Center for Structural Repairs.
307-014947	Malaga Square	-	-						-	
307-014948	Mallory Heights Park #1 (Rothschild)	-	-						-	
316-014949	Soccer Complex (formely Mallory Heights Park)	4,241.00	-	(4,241.00)					-	Project Complete. Funds shifted to General Park Improvement Fund.
307-014983	Mallory Heights Park #3 (Scenic)	50,000.00	-	(50,000.00)					-	Project not feasible and funds shifted to General Park Improvement Fund.
307-014950	Maritime Park	-	-						-	
307-014951	Martin Luther King, Jr., Plaza	-	-						-	
307-014952	Matthews (Rev) Park	1,001.50	-		87,500.00				88,501.50	Funds shifted from General Park Improvement Fund for Grounds and Amenities Improvements.
	McNealy				55,018.00				55,018.00	Funds shifted from General Park Improvement Fund for Grounds and Amenities Improvements.
307-014953	Miraflores Park	70,000.00	-						70,000.00	
307-014954	Miralla Park	-	-		159,500.00				159,500.00	Funds shifted from General Park Improvement Fund for Grounds and Amenities Improvements.
307-014955	Morris Court Park	-	-						-	
307-014956	Operto Square	10,000.00	-	(10,000.00)					-	Project Complete and Funds shifted to General Park Improvement Fund.
307-014957	Parker Circle Park	-	-						-	
307-014958	Pineglades Park	-	-						-	
307-014959	Pintado Park	-	-		70,500.00			4,420.00	74,920.00	Funds shifted from General Park Improvement Fund for Pintado Park Grounds and Amenities Improvements.
307-014960	Plaza De Luna	-	-						-	
307-014961	Sanders Beach Park	-	-						-	
307-014962	Seville Square	50,000.00	-						50,000.00	
307-014963	Springdale Park	-	-						-	
307-014964	Terry Wayne East Park	-	-						-	
307-014965	Tierre Verde Park	-	-						-	

Parks LOST IV Reallocations Summary for Direction '25 Projects										
Account	Description	FY 25 Balance as of 02/26/25	Furture Year Budget	TSF Out to 014900	TSF frm 014900	TSF frm 014946	TSf frm 014814	TSF frm 014901	New Balance	Explanation (2)
307-014966	Tippin Park	399,210.00	-		24,273.00				423,483.00	Funds shifted from General Park Improvement Fund for Tippin Playground and Grounds Improvements.
307-014967	Toledo Square	-	-						-	
307-014968	Woodcliff Park	-	-						-	
307-014969	Zamora Square	-	30,000.00						30,000.00	
307-014970	Corrinne Jones Park	-	-						-	
307-014971	Highland Terrace Park	-	-						-	
307-014973	Wayside East Seawall	-	-						-	
307-014974	Skateboard Park	9,075.00	-						9,075.00	
307-014975	East Pensacola Heights	-	-						-	
307-014976	Calloway Park	-	-						-	
307-014979	Baylen St Marina Seawall	-	-						-	
307-014982	Wayside/17th Ave Safety Improv	1,086,825.61	-						1,086,825.61	
307-014984	Cordova Square Park - Skate Spot	45.00	-						45.00	
307-014985	Mallory Heights #2 Drainage	35,302.00	-						35,302.00	
307-102121	Bayview Solar Project	177,230.00	-						177,230.00	
307-014900	General Park Improvements (1)	1,658,893.00	46,600.00	134,360.00	(1,697,541.00)			100,991.00	243,303.00	Funds Shifted from completed projects to General Park Improvement Fund and to Park Revitalization Projects at
	Park Amenities				260,150.00				260,150.00	Funds shifted from General Park Improvement Fund for Basketball Court and Drinking Fountain Upgrades.
307-014901	Park Sidewalk Improvements	70,744.00	43,900.00					(105,411.00)	9,233.00	Funds shifted for Park Sidewalk Improvement projects at various sites.
	Total	7,059,813.72	400,500.00	-	-	-	-	-	7,460,313.72	
(1) This line item includes the ~\$1.6M previously appropriated by City Council in FY24 to General Park Improvements (Project #014900) and is showing the transferring of funds to the individual Direction '25 Projects, including transferring funds in the amounts shown to any new project numbers that may be established for individual projects. (2) No change in overall LOST appropriations is being requested, however it is being requested that funds as shown herein are reallocated between accounts to complete each project. This column explains each reallocation of funds. This information is being presented solely to illustrate the LOST IV funding portion of the Direction '25 plan.										



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-11

Agenda Conference

3/10/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-1 - FY 2025 NON-ENCUMBERED
CARRYOVER BUDGET RESOLUTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-1.
A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE
DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels, Goal #2: Safe Streets for All Mobilities, Goal #3: Support for Youth Experiences, Goal #4: Resilient Waterfronts & Neighborhoods, Goal #5: More Walkable, Mixed-Use Districts, Goal #6: Public Spaces that Connect Communities, Goal #7: Thriving Innovation & Businesses, Goal #8: Neighborhoods that Celebrate Culture and Honor Legacy, and this action is a necessary function of municipal government.

Purchase orders carried forward are on a separate budget resolution to be approved by City Council. The attached unencumbered carryover budget resolution includes appropriations for the following:

· **Items budgeted in FY 2024 but not purchased or encumbered**

For various reasons, certain items that were budgeted in FY 2024 were not purchased or encumbered. The unexpended appropriations are carried forward to the new fiscal year so that these items can be purchased.

City Council Discretionary Funds in the amount of \$43,305 are being carried forward to FY 2025.

Balances remaining for the following funds are also being carried forward: Tree Planting Trust Fund, Homeless Initiatives, Public Works - Skanska & Micro Mobility, Police - Opioid Settlement, Special Grants Fund, Community Redevelopment Agency Fund, Stormwater Utility Fee Fund, Parking Fund, Code Enforcement Fund, Section 8 Housing Assistance Fund, Law Enforcement Trust Fund, Natural Disaster Fund, Eastside TIF Fund, Inspection Services Fund, Westside TIF Fund, Tennis Fund, American Rescue Plan Fund, Local Option Sales Tax Fund, CRA Series 2017 Capital Projects Fund, CRA Series 2019 Capital Projects Fund, Stormwater Capital Projects Fund, Gas Utility Fund, Port Fund, Airport Fund, Insurance Retention Fund, Innovation & Technology Department, Engineering Services Division, and Central Garage.

· **Items to be purchased with additional unexpended FY 2024 appropriations**

In some instances, departments have requested that unexpended appropriations be used to fund items that were not anticipated when the FY 2025 Budget was prepared. Sufficient unexpended FY 2024 appropriations are available to fund these requests.

These new allocation requests can be seen in attachment A, under Items to be purchased with additional unexpended FY 2024 appropriations. Items budgeted in FY 2024 but not purchased or encumbered, Changes in Revenue estimates, and other changes can also be seen in the detailed explanation attachment.

· **Appropriation of Fund Balance**

Fund Balance is appropriated as necessary to cover the planned expenditures.

· **Other Changes**

Additional Revenue was received in Fiscal Year 2024 LOST IV and these new allocation requests can be seen in attachment A listed under Other Changes.

PRIOR ACTION:

September 11, 2024 - City Council formally adopted a beginning FY 2025 Budget on Budget Resolution No. 2024-75.

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the supplemental budget resolution are covered by fund balances, shifts in expenses, or estimated revenue changes. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2025.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-1
2. Supplemental Budget Explanation No. 2025-1
3. Attachment A

PRESENTATION: No

**RESOLUTION
NO. 2024-1**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025;
PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GENERAL FUND

	Fund Balance	853,644
To:	Micro-Mobility Scooters	25,888
1) City Council		
As Reads:	Operating Expenses	684,750
Amended		
To Read	Operating Expenses	736,855
2) Mayor		
As Reads:	Operating Expenses	965,071
Amended		
To Read	Operating Expenses	1,057,571
3) City Clerk		
As Reads:	Operating Expenses	83,600
Amended		
To Read	Operating Expenses	91,400
4) Legal		
As Reads:	Operating Expenses	231,067
Amended		
To Read	Operating Expenses	235,267

5) Human Resources		
As Reads:	Operating Expenses	277,200
Amended		
To Read	Operating Expenses	290,700
6) Financial Services		
As Reads:	Operating Expenses	418,800
Amended		
To Read	Operating Expenses	432,800
7) Development Services		
As Reads:	Operating Expenses	309,119
Amended		
To Read	Operating Expenses	319,319
8) Parks & Recreation		
As Reads:	Operating Expenses	4,661,137
Amended		
To Read	Operating Expenses	4,671,637
9) Facilities & Fleet Maintenance		
As Reads:	Operating Expenses	1,702,198
Amended		
To Read	Operating Expenses	1,720,498
10) Public Works		
As Reads:	Operating Expenses	3,170,795
Amended		
To Read	Operating Expenses	3,448,108
11) Fire		
As Reads:	Operating Expenses	2,043,971
Amended		
To Read	Operating Expenses	2,091,571
12) Police		
As Reads:	Operating Expenses	5,059,654
Amended		
To Read	Operating Expenses	5,391,168

B. TREE PLANTING TRUST FUND

	Fund Balance	472,677
To:	Grants & Aids	1,350
As Reads:	Operating Expenses	21,942
Amended		
To Read	Operating Expenses	493,269

C. HOUSING INITIATIVES FUND

	Fund Balance	508,876
As Reads:	Operating Expenses	7,700
Amended		
To Read	Operating Expenses	516,576

D. SPECIAL GRANTS FUND

As Reads:	Federal Grants	5,145,159
Amended		
To Read:	Federal Grants	60,829,298
As Reads:	Miscellaneous Revenue	93,031
Amended		
To Read:	Miscellaneous Revenue	2,295,984
As Reads:	State Grants	7,245,022
Amended		
To Read:	State Grants	8,531,795
As Reads:	Personal Services	144,100
Amended		
To Read:	Personal Services	1,142,451
As Reads:	Operating Expenses	7,622,320
Amended		
To Read:	Operating Expenses	11,182,171
As Reads:	Capital Outlay	4,499,792
Amended		
To Read:	Capital Outlay	52,666,050
As Reads:	Grants & Aids	217,000
Amended		
To Read:	Grants & Aids	6,666,405

E. COMMUNITY DEVELOPMENT BLOCK GRANT FUND

As Reads:	Federal Government	1,138,415
Amended		
To Read:	Federal Government	2,796,385
As Reads:	Personal Services	262,000
Amended		
To Read:	Personal Services	272,900
As Reads:	Grants & Aids	746,300
Amended		
To Read:	Grants & Aids	2,393,370

F. COMMUNITY REDEVELOPMENT AGENCY FUND

Fund Balance		9,052,681
As Reads:	Operating Expenses	3,778,500
Amended		
To Read:	Operating Expenses	8,884,613
As Reads:	Capital Outlay	1,046,240
Amended		
To Read:	Capital Outlay	3,771,954
As Reads:	Grants & Aids	1,173,200
Amended		
To Read:	Grants & Aids	2,394,054

G. STORMWATER UTILITY FEE FUND

Fund Balance		37,500
As Reads:	Capital Outlay	754,600
Amended		
To Read:	Capital Outlay	792,100

H. PARKING MANAGEMENT FUND

Fund Balance		237,563
As Reads:	Operating Expenses	815,965
Amended		
To Read:	Operating Expenses	1,043,528
As Reads:	Capital Outlay	57,600
Amended		
To Read:	Capital Outlay	67,600

I. CODE ENFORCEMENT FUND

Fund Balance		252,983
To:	Capital Outlay	110,000
As Reads:	Operating Expenses	362,900
Amended		
To Read:	Operating Expenses	505,883

J. SECTION 8 HOUSING ASSISTANCE FUND

As Reads:	Federal Grants	26,437,500
Amended		
To Read:	Federal Grants	28,539,141

As Reads:	Personnel Services	1,585,700
Amended		
To Read:	Personnel Services	1,800,830
As Reads:	Grants & Aids	100,000
Amended		
To Read:	Grants & Aids	1,986,511

K. LAW ENFORCEMENT TRUST FUND

	Fund Balance	27,554
To:	Personnel Services	10,000
As Reads:	Operating Expenses	39,515
Amended		
To Read:	Operating Expenses	56,924
As Reads:	Capital Outlay	184,164
Amended		
To Read:	Capital Outlay	184,309

L. NATURAL DISASTER FUND

As Reads:	Federal Grants	587,918
Amended		
To Read:	Federal Grants	3,058,158
As Reads:	State Grants	65,324
Amended		
To Read:	State Grants	888,737
As Reads:	Operating Expenses	653,242
Amended		
To Read:	Operating Expenses	3,946,895

M. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND

	Fund Balance	705,597
As Reads:	Operating Expenses	175,276
Amended		
To Read:	Operating Expenses	479,722
As Reads:	Capital Outlay	3,353
Amended		
To Read:	Capital Outlay	20,353
As Reads:	Grants & Aids	250,000
Amended		
To Read:	Grants & Aids	634,151

N. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND

Fund Balance		2,426,544
As Reads:	Operating Expenses	957,517
Amended		
To Read:	Operating Expenses	2,339,026
As Reads:	Grants & Aids	1,025,900
Amended		
To Read:	Grants & Aids	2,070,935

O. TENNIS FUND

Fund Balance		95,988
As Reads:	Operating Expenses	135,000
Amended		
To Read:	Operating Expenses	181,300
As Reads:	Capital Outlay	29,241
Amended		
To Read:	Capital Outlay	78,929

P. AMERICAN RESCUE PLAN FUND

As Reads:	Federal Grants	912,310
Amended		
To Read:	Federal Grants	6,875,341
To:	Grants & Aids	1,501,333
As Reads:	Personnel Services	289
Amended		
To Read:	Personnel Services	94,084
As Reads:	Operating Expenses	773,727
Amended		
To Read:	Operating Expenses	2,155,554
As Reads:	Capital Outlay	138,294
Amended		
To Read:	Capital Outlay	3,124,370

Q. LOCAL OPTION SALES TAX FUND

Fund Balance		25,641,428
To:	Transfer to Airport	13,387,540
To:	Transfer to Port	46,629
To:	Non-Operating	377,651

As Reads:	Operating Expenses	11,577
Amended		
To Read:	Operating Expenses	11,640
As Reads:	Capital Outlay	5,664,397
Amended		
To Read:	Capital Outlay	17,493,933
As Reads:	Debt Service	6,016,275
Amended		
To Read:	Debt Service	6,016,284

R. CRA SERIES 2017 CAPITAL PROJECTS FUND

	Fund Balance	3,918,033
To:	Operating Expenses	1,346,135
As Reads:	Capital Outlay	241,556
Amended		
To Read:	Capital Outlay	2,813,454

S. CRA SERIES 2019 CAPITAL PROJECTS FUND

	Fund Balance	4,468,585
As Reads:	Capital Outlay	62,667
Amended		
To Read:	Capital Outlay	4,531,252

T. STORMWATER CAPITAL PROJECTS FUND

	Fund Balance	7,201,027
As Reads:	Operating Expenses	697,900
Amended		
To Read:	Operating Expenses	1,548,130
As Reads:	Capital Outlay	1,819,500
Amended		
To Read:	Capital Outlay	8,170,297

U. GAS UTILITY FUND

	Fund Balance	80,500
As Reads:	Operating Expenses	41,411,775
Amended		
To Read:	Operating Expenses	41,492,275

V. PORT FUND

	Fund Balance	3,479,980
To:	Transfer in From Local Option Sales Tax Fund	46,629
As Reads:	Federal Grant Revenue	4,421,382
Amended		
To Read:	Federal Grant Revenue	17,946,700
As Reads:	State Grant Revenue	4,955
Amended		
To Read:	State Grant Revenue	1,102,150
As Reads:	American Magic - Triumph Donation	1,162,939
Amended		
To Read:	American Magic - Triumph Donation	8,500,000
As Reads:	Operating Expenses	1,694,271
Amended		
To Read:	Operating Expenses	1,818,271
As Reads:	Operating Expenses	5,701,139
Amended		
To Read:	Operating Expenses	31,063,322

W. AIRPORT FUND

	Fund Balance	17,433,880
As Reads:	Federal Grant Revenue	14,192,255
Amended		
To Read:	Federal Grant Revenue	34,803,289
As Reads:	State Grant Revenue	30,670,235
Amended		
To Read:	State Grant Revenue	32,833,627
As Reads:	Transfer in From Local Option Sales Tax Fund	2,846,443
Amended		
To Read:	Transfer in From Local Option Sales Tax Fund	13,387,540
As Reads:	Private Grant Revenue	42,148,407
To Read:	Private Grant Revenue	96,384,958
To:	Grants & Aids	150,000
As Reads:	Personnel Services	8,496,800
Amended		
To Read:	Personnel Services	8,825,300

As Reads:	Operating Expenses	16,238,522
Amended		
To Read:	Operating Expenses	23,054,399
As Reads:	Capital Outlay	102,091,690
Amended		
To Read:	Capital Outlay	199,783,267

X. INSURANCE RETENTION FUND

	Fund Balance	125,000
As Reads:	Operating Expenses	1,103,900
Amended		
To Read:	Operating Expenses	1,228,900

Y. CENTRAL SERVICES FUND

As Reads:	Charges for Services - Technology Resources	5,992,531
Amended		
To Read:	Charges for Services - Technology Resources	6,189,322
As Reads:	Charges for Services - Engineering	1,476,329
Amended		
To Read:	Charges for Services - Engineering	1,493,929
As Reads:	Charges for Services - Central Gargae	3,036,030
Amended		
To Read:	Charges for Services - Central Gargae	3,151,555

1) Technology Resources

As Reads:	Operating Expenses	3,637,821
Amended		
To Read:	Operating Expenses	3,834,612

2) Engineering Services

As Reads:	Operating Expenses	258,400
Amended		
To Read:	Operating Expenses	276,000

3) Central Garage

As Reads:	Personnel Services	1,951,300
Amended		
To Read:	Personnel Services	1,962,300
As Reads:	Operating Expenses	507,105
Amended		
To Read:	Operating Expenses	602,205

As Reads:	Capital Outlay	577,625
Amended		
To Read:	Capital Outlay	587,050

Z. SPECIAL ASSESSMENTS FUND

To:	Special Assessments	100,000
To:	Other Non-Operating	100,000

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

FEBRUARY 2024 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-1

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Estimated Revenues		
Micro-Mobility/Scooter Permit & Fee	25,888	Appropriate estimated revenue - Mico Mobility/ Scooter Permit & Fee
Total Revenues	25,888	
Fund Balance	241,025	Increase appropriated fund balance - Skanska
Fund Balance	225,114	Increase appropriated fund balance - Opiod
Fund Balance	387,505	Increase appropriated fund balance - FY 2024 Departmental Carryforward
Sub-Total Fund Balance	853,644	
Total Revenues & Fund Balance	879,532	
Appropriations		
(1) City Council		
Operating Expenses	52,105	Increase appropriation for Operating Expenses - FY 2024 Carryforward
(2) Mayor		
Operating Expenses	92,500	Increase appropriation - Operating Expenses- FY 2024 Carryforward
(3) City Clerk		
Operating Expenses	7,800	Increase appropriation - Operating Expenses- FY 2024 Carryforward
(4) Legal		
Operating Expenses	4,200	Increase appropriation - Operating Expenses- FY 2024 Carryforward
(5) Human Resources		
Operating Expenses	13,500	Increase appropriation - Operating Expenses- FY 2024 Carryforward
(6) Financial Services		
Operating Expenses	14,000	Increase appropriation for Operating Expenses - FY 2024 Carryforward
(7) Development Services/ Planning Services		
Operating Expenses	10,200	Increase appropriation - Operating Expenses- FY 2024 Carryforward
(8) Parks and Recreation		
Operating Expenses	10,500	Increase appropriation - Operating Expenses- FY 2024 Carryforward
(9) Facilities & Fleet Maintenance		
Operating Expenses	18,300	Increase appropriation - Operating Expenses- FY 2024 Carryforward
(10) Public Works		
Operating Expenses	277,313	Increase appropriation - Operating Expenses- FY 2024 Carryforward

THE CITY OF PENSACOLA
FEBRUARY 2024 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-1

FUND	AMOUNT	DESCRIPTION
(11) Fire		
Operating Expenses	47,600	Increase appropriation for Operating Expenses - FY 2024 Carryforward
(12) Police		
Operating Expenses	331,514	Increase appropriation for Operating Expenses - FY 2024 Carryforward
Total Appropriations	<u>879,532</u>	
B. TREE PLANTING TRUST FUND		
Fund Balance	<u>472,677</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	471,327	Increase appropriation for Operating Expenses - FY 2024 Carryforward
Grants & Aids	1,350	Appropriate funding for Grants & Aids - FY 2024 Carryforward
Total Appropriations	<u>472,677</u>	
C. HOUSING INITIATIVES FUND		
Fund Balance	<u>508,876</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	508,876	Increase appropriation for Operating Expenses - FY 2024 Carryforward
Total Appropriations	<u>508,876</u>	
D. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	55,684,139	Increase estimated revenue from Federal Grants
Miscellaneous	2,202,953	Increase estimated revenue from State Grants
State Grants	1,286,773	Increase estimated revenue from Miscellaneous Revenue
Total Estimated Revenues	<u>59,173,865</u>	
Appropriations		
Personnel Services	998,352	Increase appropriation Personnel Services - FY 2024 Carryforward
Operating Expenses	3,559,851	Increase appropriation for Operating Expenses - FY 2024 Carryforward
Capital Outlay	48,166,258	Increase Appropriation funding for Capital Outlay - FY 2024 Carryforward
Grants & Aids	6,449,405	Increase appropriation for Grants & Aids - FY 2024 Carryforward
Total Appropriations	<u>59,173,865</u>	

THE CITY OF PENSACOLA
FEBRUARY 2024 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-1

FUND	AMOUNT	DESCRIPTION
E. COMMUNITY DEVELOPMENT BLOCK GRANT FUND		
Estimated Revenues		
Federal Government	1,657,970	Increase estimated revenue from Federal Government
Total Estimated Revenues	<u>1,657,970</u>	
Appropriations		
Personnel Services	100,900	Increase appropriation Personnel Services - FY 2024 Carryforward
Grants & Aids	1,557,070	Increase appropriation for Grants & Aids - FY 2024 Carryforward - Housing Rehab FY 24
Total Appropriations	<u>1,657,970</u>	
F. COMMUNITY REDEVELOPMENT AGENCY FUND		
Fund Balance	<u>9,052,681</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	1,550,564	Increase appropriation for Operating Expenses - FY 2024 Carryover - ES TIF- Complete Streets
Operating Expenses	2,441,449	Increase appropriation for Operating Expenses - FY 2024 Carryover - ES TIF- Acquisition & Redevelopment
Operating Expenses	11,000	Increase appropriation for Operating Expenses - FY 2024 Carryover - ES TIF- Hollice Park
Operating Expenses	222,700	Increase appropriation for Operating Expenses - FY 2024 Carryover - ES TIF- Professional Service
Operating Expenses	300,000	Center
Operating Expenses	105,000	Increase appropriation for Operating Expenses - FY 2024 Carryover -Administration
Operating Expenses	69,000	Increase appropriation for Operating Expenses - FY 2024 Carryover -Administration
Operating Expenses	120,000	Increase appropriation for Operating Expenses - FY 2024 Carryover - Fountain Repairs & Maintenance
Operating Expenses	286,400	Increase appropriation for Operating Expenses - FY 2024 Carryover - Blue Wahoos
Capital Outlay	20,814	Increase Appropriation for Capital Outlay - FY 2024 Carryover -Belmont Devillers Pavers
Capital Outlay	803,600	Increase Appropriation for Capital Outlay - FY 2024 Carryover -Garden Streetlight Replacement
Capital Outlay	898,000	Increase Appropriation for Capital Outlay - FY 2024 Carryover -Spring Streetscape MRA Incentive
Capital Outlay	39,100	Increase Appropriation for Capital Outlay - FY 2024 Carryover -Bruce Beach Phase II Construction
Capital Outlay	64,200	Increase Appropriation for Capital Outlay - FY 2024 Carryover -Bruce Beach Phase II Engineering
Capital Outlay	100,000	Increase Appropriation for Capital Outlay - FY 2024 Carryover -Complete Streets -South Palafox
Capital Outlay	800,000	Increase Appropriation for Capital Outlay - FY 2024 Carryover - Portland Loos
Grants & Aids	553,300	Increase Appropriation for Grants & Aids - FY 2024 Carryover - RPIP program
Grants & Aids	455,054	Increase Appropriation for Grants & Aids - FY 2024 Carryover - CPIP Program
Grants & Aids	212,500	Increase Appropriation for Grants & Aids - FY 2024 Carryover - Resiliency
Total Appropriations	<u>9,052,681</u>	

THE CITY OF PENSACOLA
FEBRUARY 2024 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-1

FUND	AMOUNT	DESCRIPTION
G. STORMWATER UTILITY FEE FUND		
Fund Balance	<u>37,500</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>37,500</u>	Increase appropriation for Operating Expenses - FY 2023 Carryover - Fuel and Lubricants
Total Appropriations	<u>37,500</u>	
H. PARKING MANAGEMENT FUND		
Fund Balance	<u>237,563</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	227,563	Increase appropriaton for Operating Expenses - FY 2024 Carryforward
Capital Outlay	<u>10,000</u>	Increase appropriaton for Capital Outlay - FY 2024 Carryforward
Total Appropriations	<u>237,563</u>	
I. CODE ENFORCEMENT FUND		
Fund Balance	<u>252,983</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	142,983	Increase appropriation for Operating Expenses - FY 2023 Carryforward
Capital Outlay	<u>110,000</u>	Appropriate funding for Capital Outlay - FY 2024 Carryforward
Total Appropriations	<u>252,983</u>	
J. SECTION 8 HOUSING ASSISTANCE FUND		
Estimated Revenues		
Federal Grants	<u>2,101,641</u>	Increase estimated revenue from Federal Grants
Total Estimated Revenues	<u>2,101,641</u>	
Appropriations		
Personnel Services	215,130	Increase appropriation for Personnel Services - FY 2024 Carryforward
Grants & Aids	<u>1,886,511</u>	Increase Appropriation for Capital Outlay - FY 2024 Carryover -Garden Streetlight Replacement
Total Appropriations	<u>2,101,641</u>	

THE CITY OF PENSACOLA
FEBRUARY 2024 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-1

FUND	AMOUNT	DESCRIPTION
K. LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>27,554</u>	Increase appropriated fund balance
Appropriations		
Personnel Services	10,000	Appropriate funding for Personnel Services - FY 2024 Carryforward
Operating Expenses	17,409	Increase Appropriation for Operating Expenses - FY 2024 Carryforward
Capital Outlay	<u>145</u>	Increase Appropriation for Capital Outlay - FY 2024 Carryforward
Total Appropriations	<u>27,554</u>	
L. NATURAL DISASTER FUND		
Estimated Revenues		
Federal Grants	2,470,240	Increase estimated revenue Federal Grants - FY 2024 Carryforward
State Grants	<u>823,413</u>	Increase estimated revenue State Grants - FY 2024 Carryforward
Total Estimated Revenues	<u>3,293,653</u>	
Appropriations		
Operating Expenses	<u>3,293,653</u>	Increase appropriation for Operating Expenses - FY 2024 Carryforward
Total Appropriations	<u>3,293,653</u>	
M. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	<u>705,597</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	213,300	Increase appropriation for Operating Expenses - FY 2024 Carryover - ES TIF- Acquisition & Redevelopment
Operating Expenses	11,000	Increase appropriation for Operating Expenses - FY 2024 Carryover - ES TIF- Hollice Williams Park
Operating Expenses	72,646	Increase appropriation for Operating Expenses - FY 2024 Carryover -Administration
Operating Expenses	7,500	Increase appropriation for Operating Expenses - FY 2024 Carryover -Administration
Capital Outlay	17,000	Increase Appropriation for Capital Outlay - FY 2024 Carryover -Chappie James
Grants and Aids	239,241	Increase Appropriation for Grants & Aids - FY 2024 Carryover - Affordable Housing (Prop Improv Pgm)
Grants and Aids	104,910	Increase Appropriation for Grants & Aids - FY 2024 Carryover - RPIP- 520 E LEONARD ST (JACKSON)
Grants and Aids	<u>40,000</u>	Increase Appropriation for Grants & Aids - FY 2023 Carryover - Eastside TIF - Resiliency
Total Appropriations	<u>705,597</u>	

THE CITY OF PENSACOLA
FEBRUARY 2024 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-1

FUND	AMOUNT	DESCRIPTION
N. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	<u>2,426,544</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	102,515	Increase appropriation for Operating Expenses - FY 2024 Carryforward - Westside TIF Administration
Operating Expenses	37,500	Increase appropriation for Operating Expenses - FY 2024 Carryforward - Westside TIF Administration
Operating Expenses	50,000	Increase appropriation for Operating Expenses - FY 2024 Carryforward - Westside - Complete Streets
Operating Expenses	956,494	Increase appropriation for Operating Expenses - FY 2024 Carryforward - WS - Acquisition & Redevelopment
Operating Expenses	185,000	Increase appropriation for Operating Expenses - FY 2024 Carryforward - WS - Gibson Head start
Operating Expenses	50,000	Increase appropriation for Operating Expenses - FY 2024 Carryforward - WS - Repair & Maintenance
Grants and Aids	500,800	Increase Appropriation for Grants & Aids - FY 2024 Carryforward - RPIP program
Grants and Aids	253,735	Increase Appropriation for Grants & Aids - FY 2024 Carryforward - WS TIF Commercial Façade Program
Grants and Aids	3,200	Increase Appropriation for Grants & Aids - FY 2024 Carryforward - WS TIF Commercial Façade Program- Historic Magnolia Cemetery
Grants and Aids	150,000	Increase Appropriation for Grants & Aidss - FY 2024 Carryforward - Affordable Housing Gap Financing Policy - Small Rental Program
Grants and Aids	<u>137,300</u>	Increase Appropriation for Grants & Aids - FY 2024 Carryforward - Resiliency
Total Appropriations	<u>2,426,544</u>	
O. TENNIS FUND		
Fund Balance	<u>95,988</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	46,300	Increase appropriation for Operating Expenses - FY 2024 Carryforward
Capital Outlay	<u>49,688</u>	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Total Appropriations	<u>95,988</u>	
P. AMERICAN RESCUE PLAN FUND		
Estimated Revenues		
Federal Grants	<u>5,963,031</u>	Increase revenue from Federal Grants - FY 2024 Carryforward
Total Estimated Revenues	<u>5,963,031</u>	
Appropriations		
Personnel Services	93,795	Increase appropriation for Personnel Services - FY 2024 Carryforward
Operating Expenses	1,381,827	Increase appropriation for Operating Expenses - FY 2024 Carryforward
Capital Outlay	2,986,076	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Grants and Aids	1,501,333	Appropriate funding for Grants & Aids - FY 2024 Carryover
Total Appropriations	<u>5,963,031</u>	

THE CITY OF PENSACOLA

FEBRUARY 2024 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-1

FUND	AMOUNT	DESCRIPTION
Q. LOCAL OPTION SALES TAX FUND		
Fund Balance	25,631,828	Increase appropriated fund balance - LOST IV
Fund Balance	9,600	Increase appropriated fund balance - Penny for Progress (PFP)
Total Estimated Revenues and Fund Balance	<u>25,641,428</u>	
Appropriations		
PFP - Blount School	9,600	Increase appropriation - FY 2024 Carryforward - PFP
LOST IV - Fire Mobile Data Terminals	63	Increase appropriation for Operating Expenses - FY 2024 Carryforward - LOST IV
LOST IV - Chappie James Memorial	81,849	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Chappie James Site&Streetscape	117,609	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Rplc 10 Pierce Truck Unit #964-10	14,665	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Rplc 05 Crown Victoria Unit #910-05	3,743	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Rplc 08 Crown Victoria Unit #905-08	66	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Rplc A/C Central Units	25,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Fire Simulator	44,675	
LOST IV - New Extrication Equipment	3,200	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Cancer Decon Equipment Match	173	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Fire Facility	294,240	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - New Generator @ Station 1	12,048	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Rplc 10 Pierce Unit #920-10	1,325	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Police Marked Vehicles	39,994	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Police Unmarked Vehicles	77,635	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Body Cameras	22,182	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Police HQ Building	100,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Sidewalk Improvements	313,375	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Intersection Improvements	123,939	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Pavement Management	578,976	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Traffic Calming	8,937	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -General ADA Improvements	67,132	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Palafox Rd Diet	55,702	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -17th Ave Graffiti Bridge	141,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -City Hall Council Improv	1,568	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -City Hall Lighting Improv	55,420	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Baylen Street Marine Seawall Refurb	10,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -RPL #598 - TRACTOR/LOADER	10,000	Increase appropriation - FY 2024 Carryforward - LOST IV

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THE CITY OF PENSACOLA

FEBRUARY 2024 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-1

FUND	AMOUNT	DESCRIPTION
LOST IV -Rplc 4 Roll off Containers	24,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -NEW BACKHOE ATTACHMENT	10,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -RPLC 91' SOD CUTTER	196	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -RPL #565-94 GMC CRANE	105,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Parks Boat Dock Replacement	17,487	Increase appropriation - FY 2024 Carryforward - LOST IV
LOSTIV - Energy Conservation & Efficiency Improvement	17,136	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - RPLC Pressure Washer	5,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - New Toro Procore	1,852	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - RPLC 97 Ford Tractor #591	10,232	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - New Dump Trailer	3,263	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - New Green Groomer Brush	4,850	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - RPLC #158-03 Ford F650	100,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - New F250 Truck	67,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - RPLC Ford Escape #789-0	40,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -General Athletic Improvements	0	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Cecil Hunter Pool	188,481	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Cobb Center	611,863	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -East Pensacola Heights	33,369	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Fricker Center	449,926	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Roger Scott Athletic Complex	0	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Roger Scott Complex Swimming Pool	43,421	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Roger Scott Tennis Center	19,257	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Vickery Center	323,078	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Woodland heights Community Center	41,099	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Exchange Park	117,400	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Tippin Resource Center	0	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Roger Scott Tennis Center Bathrooms	802,040	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - SBJC Dehumidifier	75,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Bayview Dehumidifier	70,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -General Park Improvement	1,635,593	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Park Sidewalk Improvement	51,944	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Alabama Square	36,750	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Bartram Park	50,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Bay Bluffs Park	200,000	Increase appropriation - FY 2024 Carryforward - LOST IV

THE CITY OF PENSACOLA

FEBRUARY 2024 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-1

FUND	AMOUNT	DESCRIPTION
LOST IV -Belvedere Park	21,700	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Bill Gregory Park	25,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Bryan Park	3,753	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Chimney Park	15,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Eastgate Park	8,900	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Lamancha Square	25,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Lavallet Park	1,528	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Magee Field	92,168	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Soccer Complex (Mallory Heights #2)	4,241	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Matthew (Rev) Park	1,001	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Miraflores Park	70,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Operto Square	10,000	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Tippin Park	399,210	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Skateboard Park	9,075	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Wayside/17th Ave Safety Improv	1,086,826	Increase appropriation - FY 2024 Carryforward - LOST IV
Mallory Heights #2 Drainage	35,302	Increase appropriation - FY 2024 Carryforward - LOST IV
Bayview Solar Project	177,230	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV -Capital Equipment Savings	301,174	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Reserves - Capital Equipment	76,477	Increase appropriation - FY 2024 Carryforward - LOST IV- ADDITIONAL REVENUE RECEIVED IN 24
LOST IV - Elevators - City Hall & Field Center	985,000	Increase appropriation - FY 2024 Carryforward - LOST IV - Additional Revenue Received
LOST IV - Covert Radar Detector	5,100	Increase appropriation - FY 2024 Carryforward - LOST IV - Additional Revenue Received
LOST IV - Repaving	400,000	Increase appropriation - FY 2024 Carryforward - LOST IV - Additional Revenue Received
LOST IV - Facility Repairs	100,000	Increase appropriation - FY 2024 Carryforward - LOST IV - Additional Revenue Received
LOST IV - Covering for City Hall Parking Lot	50,000	Increase appropriation - FY 2024 Carryforward - LOST IV - Additional Revenue Received
LOST IV - Gimble Street	15,000	Increase appropriation - FY 2024 Carryforward - LOST IV - Additional Revenue Received
LOST IV - PPD HQ	300,000	Increase appropriation - FY 2024 Carryforward - LOST IV - Additional Revenue Received
LOST IV - Firetruck	283,274	Increase appropriation - FY 2024 Carryforward - LOST IV - Additional Revenue Received
Fire Trailer	9,893	Increase appropriation - FY 2024 Carryforward - LOST IV - Additional Revenue Received
Cobb Center Renovation	231,000	Increase appropriation - FY 2024 Carryforward - LOST IV - Additional Revenue Received
SunTrail Design	50,000	Increase appropriation - FY 2024 Carryforward - LOST IV - Additional Revenue Received
Interest - 2017 Bond	9	Increase appropriation - FY 2024 Carryforward - LOST IV
LOST IV - Transter to Port	46,629	Appropriate funding for Transfer to Port - FY 2024 Carryforward - LOST IV
LOST IV - Transfer to Airport	13,387,540	Appropriate funding for Transfer to Airport - FY 2024 Carryforward - LOST IV
Total Appropriations	<u>25,641,428</u>	

THE CITY OF PENSACOLA

FEBRUARY 2024 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-1

FUND	AMOUNT	DESCRIPTION
R. CRA SERIES 2017 CAPITAL PROJECTS FUND		
Fund Balance	<u>3,918,033</u>	Increase appropriated fund balance
Appropriations		
Urban Core		
Skate Park Loo	66,106	Increase Appropriation for Capital Outlay FY 2024 Carryforward
N Palafox Loo	66,106	Increase Appropriation for Capital Outlay FY 2024 Carryforward
Eastside TIF		
Chappie James Site & Streetscape	19,816	Increase Appropriation for Capital Outlay FY 2024 Carryforward
Westside TIF		
Baptisit Redevelopment	92,400	Appropriate funding for Operating Expenses FY 2024 Carryforward
Baptisit CDBG Match	500,000	Appropriate funding for Operating Expenses FY 2024 Carryforward
Cervantes/Pace CDBG Match	150,000	Appropriate funding for Operating Expenses FY 2024 Carryforward
Westside Infrastructure	603,735	Appropriate funding for Operating Expenses FY 2024 Carryforward
PFP- American Creosote- Land Acq	100,000	Increase Appropriation for Capital Outlay FY 2024 Carryforward
Alice Day Williams Daycare	283,000	Increase Appropriation for Capital Outlay FY 2024 Carryforward
Baptisit Redevelopment	879,000	Increase Appropriation for Capital Outlay FY 2024 Carryforward
Legion Field	766,900	Increase Appropriation for Capital Outlay FY 2024 Carryforward
FDOT West Main St Corridor	300,000	Increase Appropriation for Capital Outlay FY 2024 Carryforward
2300 W Jackson Sidewalks	79,200	Increase Appropriation for Capital Outlay FY 2024 Carryforward
2300 W Jackson Sidewalk Eng	11,770	Increase Appropriation for Capital Outlay FY 2024 Carryforward
Total Appropriations	<u>3,918,033</u>	
S. CRA SERIES 2019 CAPITAL PROJECTS FUND		
Fund Balance	<u>4,468,585</u>	Increase appropriated fund balance
Appropriations		
Urban Core		
Capital Outlay		
HASTAG	539	Increase Appropriation for Capital Outlay FY 2024 Carryforward
Jefferson EGD Streetscape	18,750	Increase Appropriation for Capital Outlay FY 2024 Carryforward
HASTAG PH I Construction	4,316,956	Increase Appropriation for Capital Outlay FY 2024 Carryforward
HASTAG PH I ENG Fees	129,384	Increase Appropriation for Capital Outlay FY 2024 Carryforward
Skate Park Loo	761	Increase Appropriation for Capital Outlay FY 2024 Carryforward
N Palafox Loo	762	Increase Appropriation for Capital Outlay FY 2024 Carryforward
CMP Day Marina	1,433	Increase Appropriation for Capital Outlay FY 2024 Carryforward
Total Appropriations	<u>4,468,585</u>	

THE CITY OF PENSACOLA
FEBRUARY 2024 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-1

FUND	AMOUNT	DESCRIPTION
T. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	<u>7,201,027</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	850,230	Increase appropriation for Operating Expenses - FY 2024 Carryforward
NEW 23 FORD EXPLORER XLT	941	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Bayou Texar Channel Dr	40,462	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Stormwater Vaults City-Wide	1,263,279	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Flax Rd Drainage Analysis	9,453	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Semmes Park Drainage Improv	1	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Pipe Plugs	30,921	Increase appropriation for Capital Outlay - FY 2024 Carryforward
1 Ton Utility Trk	5,203	Increase appropriation for Capital Outlay - FY 2024 Carryforward
#141-09-09 Ford Pick-up	4,910	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Land Acquisition Retention Pond Sites	237,800	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Spanish Trail Retention Pond	14,266	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Grant Match Funding	205,335	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Maint St Drainage Improvement	166	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Bayou Texar O/F - Bayou Blvd, Lee, Lloyd, Stanley	1	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Bayou Texar O/F - Scott, Yates, Lakeview, Strong	22,189	Increase appropriation for Capital Outlay - FY 2024 Carryforward
"L" Street @ Kiwanis Park	205,548	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Pensacola Bay O/F - 9th Ave	558,864	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Langley Ave & Homewood	60,813	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Pensacola Bay O/F - Spring Street	1	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Barrancas Ave - "E" to "L" Street	209,935	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Cordova Square Pond Rehabilitation	84,272	Increase appropriation for Capital Outlay - FY 2024 Carryforward
SCADA/Telety Software & Equipment	11,240	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Cross Street - MLK to 9th Avenue	5,544	Increase appropriation for Capital Outlay - FY 2024 Carryforward
12th @ Fairfield Dr	93,645	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Summit Blvd - Spanish Trail to Firestone	60,352	Increase appropriation for Capital Outlay - FY 2024 Carryforward
FDEM Grant - 12th Ave & Cross	2,729	Increase appropriation for Capital Outlay - FY 2024 Carryforward
New Hope Pond Improvements	20,339	Increase appropriation for Capital Outlay - FY 2024 Carryforward
La Rua Landing Pond Improvements	9,814	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Main & G St Infrastructure Imprv	173,958	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Spanish Trail Pipe Rehabilitation	50,000	Increase appropriation for Capital Outlay - FY 2024 Carryforward
East Texar DR Drainage Improv	147,384	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Summit BLVD Drainage Improv	230,571	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Strong St Drainage Improv	556,930	Increase appropriation for Capital Outlay - FY 2024 Carryforward

THE CITY OF PENSACOLA
FEBRUARY 2024 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-1

FUND	AMOUNT	DESCRIPTION
Langley Ave E Drainage Improv	652,433	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Langley Ave E Drainage Improv	1,381,498	Increase appropriation for Capital Outlay - FY 2024 Carryforward - Bring Forward \$ 381,498 of FY 26 & \$1,000,000 from FY 2027 From Stormwater Plan to FY 2025
Total Appropriations	<u>7,201,027</u>	
U. GAS UTILITY FUND		
Fund Balance	<u>80,500</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>80,500</u>	Increase appropriation for Operating Expenses - FY 2024 Carryforward
Total Appropriations	<u>80,500</u>	
V. PORT FUND		
Estimated Revenues		
State Grant Revenue	1,097,195	Increase estimated revenue from State Grants
Federal Grant Revenue	13,525,318	Increase estimated revenue from Federal Grants - American Magic
Non- Operating Revenue	7,337,061	increase appropriation for estimated revenue - American Magic Facility
Transfer in From Local Option Sales Tax Fund	46,629	Appropriate estimated revenue - Transfer in From Local Option Sales Tax Fund
Total Revenues	<u>22,006,203</u>	
Fund Balance	<u>2,304,980</u>	Increase appropriated fund balance
Fund Balance	<u>1,175,000</u>	Increase appropriated fund balance - FSTED - Dock Complex
Sub-Total Fund Balance	<u>3,479,980</u>	
Total Estimated Revenues and Fund Balance	<u>25,486,183</u>	
Appropriations		
Operating Expense	124,000	Increase appropriation for Operating Expenses - FY 2024 Carryforward
State Grants - Operating Expenses	2,316	Increase appropriation for Operating Expenses - FY 2024 Carryforward
State Grants - Capital Outlay	1,082,629	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Federal Grants -Capital Outlay	13,525,318	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Port Match - Operating Expenses	8,500,000	Increase appropriation for Operating Expenses - FY 2024 Carryforward
Port Match - Capital Outlay	<u>2,251,920</u>	Increase appropriation for Capital Outlay - FY 2024 Carryforward
Total Appropriations	<u>25,486,183</u>	

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THE CITY OF PENSACOLA**FEBRUARY 2024 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-1**

FUND	AMOUNT	DESCRIPTION
W. AIRPORT FUND		
Estimated Revenues		
Federal Grant Revenue	20,611,034	Increase estimated revenue from Federal Grants
State Grant Revenue	2,163,392	Increase estimated revenue from State Grants
Private Grant Revenue	54,236,551	Increase estimated revenue from Private Grants
Transfer In From Local Option Sales Tax Fund	10,541,097	Increase estimated revenue from Transfer In From Local Option Sales Tax Fund
Total Revenues	87,552,074	
Fund Balance	17,433,880	Increase appropriated fund balance - Departmental
Total Estimated Revenues and Fund Balance	104,985,954	
Appropriations		
Personnel Services	328,500	Increase appropriation for Personnel Services - FY 2024 Carryforward
Operating Expenses - Airport O & M	6,815,877	Increase appropriation for Operating Expenses - FY 2024 Carryforward
Capital Outlay - Airport O & M	10,604,536	Increase appropriation for Capital Outlay - Airport O & M - FY 2024 Carryforward
Grants & Aids	150,000	Increase Appropriation for Grants & Aids - FY 2024 Carryforward
Capital Outlay - Federal Grants	20,611,034	Increase appropriation for Capital Outlay - Federal Grants - FY 2024 Carryforward
Capital Outlay - State Grants	2,163,392	Increase appropriation for Capital Outlay - State Grant - FY 2024 Carryforward
Capital Outlay - ST Aerospace	64,312,615	Increase appropriation for Capital Outlay - ST Aerospace - FY 2024 Carryforward
Total Appropriations	104,985,954	
X. INSURANCE RETENTION FUND		
Estimated Revenue		
Fund Balance	75,000	Increase fund balance - Wellness Incentive
Fund Balance	50,000	Increase fund balance - Employee Moral
Total Fund Balance	125,000	
Appropriations		
Operating Expenses	125,000	Increase appropriation for Operating Expenses - FY 2024 Carryforward
Total Appropriations	125,000	
Y. CENTRAL SERVICES FUND		
Estimated Revenue		
Charges For Services - Technology Resources	196,791	Increase estimated revenue from Charges for Services - Technology Resources
Charges For Services - Engineering	17,600	Increase estimated revenue from Charges for Services - Engineering
Charges For Services - Central Garage	115,525	Increase estimated revenue from Charges for Services - Central Garage
Total Revenues	329,916	

THE CITY OF PENSACOLA
FEBRUARY 2024 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-1

FUND	AMOUNT	DESCRIPTION
Appropriations		
1) Technology Resources		
Operating Expenses	196,791	Increase appropriation for Operating Expenses - FY 2024 Carryforward
	<u>196,791</u>	
2) Engineering Services		
Operating Expenses	17,600	Increase appropriation for Operating Expenses - FY 2024 Carryforward
	<u>17,600</u>	
3) Central Garage		
Personnel Services	11,000	Increase appropriation for Personnel Services - FY 2024 Carryforward - Incentive Pay Not Budgeted in FY 2025 Budget
Operating Expenses	95,100	Increase appropriation for Operating Expenses - FY 2024 Carryforward
Capital Outlay	9,425	Increase appropriation for Capital Outlay - FY 2024 Carryforward
	<u>115,525</u>	
Total Appropriations	<u>329,916</u>	
Z. SPECIAL ASSESSMENTS FUND		
Estimated Revenue		
Special Assessments	100,000	Appropriate estimated assessment revenue from Special Assessments
Total Revenue	<u>100,000</u>	
Appropriations		
Other Non-Operating	100,000	Appropriate funds for Other Non-Operating
Total Appropriations	<u>100,000</u>	

Items to be purchased with additional unexpended FY 2024 appropriations**General Fund New Allocations**

Description	Department	Amount
Computer Replacements	ALL Departments	\$269,200
City Wide Rebranding	Mayor	25,000
Sunbelt Championship	Mayor	50,000
Total		\$344,200

Port

Description	Department	Amount
FSTED – Dock Complex Grant Match	Port	\$1,175,000
Total		\$1,175,000

Airport

Description	Department	Amount
PPD Union Contract, Missed ARFF Holiday Pay, OPS Dispatcher Raises	Airport	\$328,500
Total		\$328,500

Other Changes**Local Option Sales Tax New Allocations**

Description	Department	Amount
Capital Reserves		\$76,477
Elevators	Facilities & Fleet	985,000
Facility Repairs	Facilities & Fleet	100,000
Covert Radar Detector	Public Works	5,100
Repaving	Public Works	400,000
Covering for City Hall Parking Lot	Facilities & Fleet	50,000
Gimble Street	Public Works	15,000
PPD Headquarters	PPD	300,000
Firetruck	Fire	283,274
Fire Trailer	Fire	9,893
Cobb Center Renovation	Parks & Rec	231,000
Sun Trail Design	Public Works	50,000
Total		\$2,505,744