



City of Pensacola

Parks & Recreation Board

Agenda

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

August 19, 2025, 10:00 AM

Hagler-Mason, 2nd Floor

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

CALL TO ORDER

ROLL CALL

1. 25-995 SWEARING IN OF NEW BOARD MEMBERS

OPEN FORUM

APPROVAL OF MINUTES

2. 25-996 PARKS AND RECREATION BOARD MINUTES DATED JULY 15, 2025

Attachments: Parks & Rec Board Meeting Minutes July 15, 2025

NEW BUSINESS

3. 25-1081 OSCEOLA GOLF COURSE RESTAURANT/EVENT SPACE LEASE
SECOND REVIEW

Attachments: Osceola Golf Course Restaurant/Event Space Lease

4. 25-993 PENSACOLA YOUTH SOCCER AGREEMENT

Attachments: Youth Sports Organization Field Lease Agreement

5. 25-994 TIME CAPSULE COMMEMORATION PROJECT PROPOSAL

Attachments: None

6. 25-1093 UPWARD INTUITION - SKATE SPOT

Attachments: Skate Spot+

STAFF REPORTS

DIRECTOR'S REPORT

7. 25-1089 DIRECTOR'S REPORT

Attachments: AUG 2025 Director's Report

OLD BUSINESS

8. 25-1037 DIRECTION '25

Attachments: Direction'25

9. 25-1039 GRANADA SUBDIVISION PARK

Attachments: None

OPEN FORUM

ADJOURNMENT

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 850-435-1606 (or TDD 850-435-1666) 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

PARKS AND RECREATION BOARD

MINUTES

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

July 15, 2025

10:00 AM

Hagler-Mason, 2nd Floor

CALL TO ORDER

Chairperson Borden called the board meeting to order at 10:00 A.M.

ROLL CALL

Members Present: Renee Borden, Kristin Brown, Justine Roper Williams,
Shirley Lewis-Brown, Suzanne Lewis, Kirwan Price

Members Absent: Michael Blankenship, Bradley Boes

APPROVAL OF MINUTES

1. 25-905 PARKS AND RECREATION BOARD MEETING MINUTES DATED JUNE 17, 2025.

A motion was made by Parks and Recreation Board Vice-chair Brown and seconded by Board Member Lewis.

Yes: 6 Renee Borden, Kristin Brown, Justine Roper Williams, Shirley Lewis-Brown, Suzanne Lewis, Kirwan Price

No: 0 None.

CITY COUNCIL ACTION ITEMS

None.

OPEN FORUM

None.

NEW BUSINESS

2. 25-907 MEGAN PRATT - MESS HALL

Megan Pratt, Executive Director of The Pensacola MESS Hall Inc., brought before

the board a presentation (on file with the background material) providing an overview of their after-school program at the Woodland Heights and Fricker Resource Centers.

Chairperson Borden inquired if the program visits the Vickery Center. Pratt responded by stating the program is at the Vickery Center through the YMCA.

Chairperson Borden also inquired about the number of children served through the after-school program. Pratt responded accordingly.

Board Member Lewis-Brown inquired about how advertising for the program is done. Pratt responded by stating advertisements are mostly relied on by the centers.

Vice-chair Brown inquired about how kids are able to sign up for the program. Pratt responded accordingly.

Board Member Lewis inquired if the program had tried reaching out to the University of West Florida's Applied Behavior Analysis team to receive guidance on collecting the data and metrics. Pratt responded accordingly.

Board Member Price clarified the city's obligation to the arrangements mentioned in the MOU. Pratt agreed with the statement.

A motion to forward the MOU to the City Council Meeting was made and approved by the Parks and Recreation Board.

3. 25-953 RYAN MATTOX AND MICHAEL CARRO - OSCEOLA GOLF COURSE RESTAURANT/EVENT SPACE LEASE

Ryan Mattox, Parks & Rec Golf Course Manager, and Michael Carro, CCIM Panhandle District President | Managing Partner SVN | Southland Commercial, approached the board to speak on behalf of the Osceola Golf Course Restaurant/Event Space lease.

Chairperson Borden inquired about when the Fusion Grill lease came to an end. Mattox responded accordingly.

Chairperson Borden inquired about the process of finding the new vendor and if that was the normal process. Interim Director Shanaghan responded accordingly.

Chairperson Borden inquired about the revenue history of Fusion Grill, the current food/beverage vendor at the golf course. Mattox responded accordingly.

Chairperson Borden inquired about the price of the monthly rate. Carro responded accordingly.

A discussion ensued.

Board Member Price clarified how the city got the broker involved, the process of finding a new tenant, and who drafted the lease. Mattox agreed to the statement.

Board Member Price inquired about the percentage that Mr. Carro receives. Carro and Mattox responded accordingly.

Board Member Lewis inquired about any physical upgrades to the interior of the leased area and the restrooms nearby. Mattox responded accordingly.

A discussion ensued.

Board Member Lewis inquired about the performance evaluation process for the new tenants. Carro responded accordingly.

Board Member Lewis also inquired about the kitchen equipment. Carro responded accordingly.

Vice-chair Brown inquired about who would be responsible for the repairs/replacement of the kitchen equipment. Carro responded accordingly.

A discussion ensued.

A decision to add the addendums and have another audit before the new vendor takes over was made by the Parks and Recreation Board.

STAFF REPORTS

4. 25-906 ADDIE QUINA AND JEREMY STREET - BAYVIEW SENIOR CENTER

Addie Quina, Bayview Senior Center Supervisor, and Jeremy Street, Senior Programs Coordinator, brought before the board a presentation (on file with the background material) providing an overview of the Bayview Senior Center's operations and programs.

Chairperson Borden inquired if there is similar programming for seniors at the Fricker and Cobb Resource Centers. Street responded accordingly.

Chairperson Borden also inquired if there is a way to collect data to determine how many seniors are in the area, in order to expand the centers. Assistant Director Byrd responded accordingly.

Board Member Lewis-Brown inquired if something could be done to give people in the area access to the library. Assistant Director Byrd responded accordingly.

Board Member Williams inquired if any programs at the center could be for-profit. Quina and Street responded accordingly.

Vice-chair Brown inquired if some of the program offers could be expanded outside the Bayview Senior Center to the T. May Center. Quina and Byrd responded accordingly.

DIRECTOR'S REPORT

5. 25-954 JULY 2025 PARKS PULSE

None.

OLD BUSINESS

6. 25-908 DIRECTION '25

Interim Director Shanaghan commented on the Sanders Beach kayak launch and park revitalization, which will be going to council before the next board meeting, as well as the Bay Bluffs project. Chairperson Borden responded accordingly.

Board Member Lewis inquired about the grant amount for the Bay Bluffs project. Interim Director Shanaghan responded accordingly.

Vice-chair Brown inquired if the community had any input on the designs for the Sanders Beach project. Assistant Director Byrd responded accordingly.

Board Member Lewis-Brown mentioned the Parker Circle Neighborhood Park wanting to add a gazebo. Interim Director Shanaghan responded accordingly.

Board Member Lewis-Brown also mentioned Dunmire Woods Park wanting to add benches to their basketball courts. Assistant Director Byrd responded accordingly.

A discussion ensued.

7. 25-909 GRANADA SUBDIVISION PARK

Chairperson Borden inquired if Parks and Recreation received a list of what type of

equipment/items is wanted back at the park. Assistant Director Byrd responded accordingly.

OPEN FORUM

Board Member Lewis-Brown inquired if someone was chosen to fill the vacant seat on the board. Chairperson Borden responded accordingly.

CALL FOR AGENDA ITEMS

None.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 11:50 A.M.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1081

Parks and Recreation Board

8/19/2025

DISCUSSION

SUBJECT:

Osceola Golf Course Restaurant/Event Space Lease Second Review

ATTACHMENTS:

1. Osceola Golf Course Restaurant/Event Space Lease

LEASE

This Lease (“**Lease**”) is made this ___ day of ___, 2025, by and between City of Pensacola (hereinafter “**Landlord**”), whose post office address is PO Box 12910, Pensacola, FL 32521, and Steel Pony, LLC, a Florida limited liability company (hereinafter “**Tenant**”), whose post office address is 1712 N 58th Avenue, Pensacola, FL 32506.

Basic Terms

The following basic terms are hereby approved by the parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:

- a. Landlord: City of Pensacola
- b. Address of Landlord: PO Box 12910, Pensacola, FL 32521
- c. Tenant: Steel Pony LLC
- d. Address of Tenant: 1712 N 58th Avenue, Pensacola, FL 32506
- e. Operating Name of Tenant: Steel Pony Diner
- f. Leasable Area of Demised Premises: 7464 square feet of an approximately 13989 SF Building. The Demised Premises represents 53.36% of the total square footage of the Building
- g. Commencement Date: October 1, 2025
- h. Rent Commencement Date: November 1, 2025
- i. Term of Lease: Ends on September 30, 2028
- j. Base Rent: \$1500 per month
- k. Security/Damage Deposit: \$3,000.00
- l. Permitted Use of Demised Premises: Restaurant, Bar and Event Space Rental

ARTICLE I – DEMISED PREMISES

Section 1.1 Demised Premises. The premises demised and leased to Tenant hereunder shall consist of approximately 7,564 square feet (“**Demised Premises**”) located within the approximately 13,989 square foot building located at 300 Tonawanda Drive, Pensacola, FL 32506 (hereinafter called the “**Building**”). The Demised Premises is depicted in Exhibit A attached hereto. For the avoidance of doubt, the Demised Premises comes equipped with all that certain equipment and personal property listed on Exhibit B attached hereto (“**Equipment**”). Such Equipment is and shall remain the property of the City. For the avoidance of doubt, any reference to the “Demised Premises” as used herein shall further include the Equipment.

Section 1.2 Delivery. Tenant shall take possession of the Demised Premises in its “As Is” Condition on the Commencement Date (defined below). Tenant’s acceptance of and entry into possession shall be deemed its consent and agreement that all mechanical, electrical and plumbing systems servicing the Demised Premises are in proper working condition.

ARTICLE II – TERM, COMMENCEMENT, RENT COMMENCEMENT, EXPIRATION DATE, AND RENEWAL PERIOD

Section 2.1 Lease and Rent Commencement. The initial term of this Lease (the “**Initial Term**”) shall commence on October 1, 2025 (the “**Commencement Date**”) and shall expire on September 30, 2028 (the “**Expiration Date**”), subject to extension pursuant to Section 2.2, and unless sooner terminated as herein provided.

Section 2.2 Renewal Option. Provided that: (i) this Lease has not been previously terminated; (ii) no Default has occurred and continued beyond applicable notice and cure periods, if any, at the time that Tenant shall exercise its right to renew this Lease or at the commencement of the Renewal Term; (iii) the originally named Tenant, or its permitted assignee, physically occupies and conducts business at the Demised Premises at the time that Tenant shall exercise its right to renew this Lease, and at the commencement of the Renewal Term; and (iv) Tenant gives written notice of its election to extend the Term of this Lease no later than nine (9) months prior to the expiration of the Initial Term, Tenant shall have one (1) option to renew this Lease for the Demised Premises for an additional term of three (3) years (the “**Renewal Term**”), which Renewal Term shall commence on the date immediately following the expiration date of the Initial Term. The Base Rent payable during the Renewal Term shall be determined in accordance with the terms set forth in Article 3, and all other terms, covenants, conditions, provisions and agreements of this Lease, including, but not limited to, the provisions for Additional Rent, shall be applicable during the Renewal Term, except that Landlord shall have no obligation whatsoever to make any alterations, additions or improvements to the Demised Premises in connection with the Renewal Term or to provide funds to Tenant for such purposes. In the event Tenant does not timely exercise the option to renew this Lease, or if Tenant is otherwise disqualified from exercising such option, then such option and any succeeding option shall become null and void and be of no further force or effect. The Initial Term and Renewal Term(s), if any, shall collectively be referred to as the “Term.”

ARTICLE III - RENT

Section 3.1 Base Rent. Beginning on the Rent Commencement Date and continuing on or before the first day of each successive calendar month during the Term of this Lease, Tenant shall pay to Landlord base rent in the amount of \$1,500 per month, along with all applicable sales and use taxes as may be payable in relation thereto (“**Base Rent**”). Such Base Rent shall be paid promptly when due, without notice or demand therefor, and without any abatement, deduction or set-off for any reason whatsoever, except as may be expressly provided in this Lease.

Section 3.2 Additional Rent. In addition to the Base Rent and beginning on the Rent Commencement Date and continuing on or before the first day of each successive calendar month during the Term of this Lease, Tenant shall pay to Landlord (1) 8% of all gross sales over \$18,750 made by Tenant at or relating to its use of the Demised Premises, and (2) 50% of all gross revenue received for event space rentals, during the immediately preceding calendar month (“**Additional Rent**”). Such Additional Rent shall be paid promptly when due, without notice or demand therefor, and without any abatement, deduction or set-off for any reason whatsoever, except as may be expressly provided in this Lease, and shall be accompanied by documentation

reasonably acceptable to Landlord demonstrating the accuracy of such payment. Payment for Additional Rent accrued during the final month of the Lease Term shall be delivered to Landlord within 30 days following expiration of the Lease Term. In furtherance of Tenant's obligations in this Section, Landlord shall have the right inspect and audit Tenant's books and records, at no cost to Landlord, upon reasonable notice to Tenant, but no more than twice each calendar year.

Section 3.3 Insurance Premium Reimbursement. In addition to the Base Rent and Additional Rent, Tenant shall pay Landlord's hazard and liability insurance expenses (the "**Insurance Premium**") in monthly installments plus sales tax commencing with the Rent Commencement Date, in amounts initially estimated by Landlord, one (1) such installment being due on the first day of each full or partial month during the Lease Term. Upon written notice from Landlord to Tenant, such monthly installments shall increase or decrease from time to time to reflect the then current amount of any Insurance Premium due. When the actual amount of any such Insurance Premium is obtained by Landlord, Landlord will notify Tenant of such actual amount in writing, and of any excess or deficiency in the amount theretofore paid by Tenant as its share of such Insurance Premium. Any such excess will be credited to Tenant's account with Landlord. Tenant will pay the amount of any deficiency to Landlord within thirty (30) days following Landlord's written notice thereof. Tenant acknowledges and stipulates that Landlord has made no representations or agreement of any kind as to the total dollar amount of such Insurance Premium, actual or estimated, or Tenant's dollar share thereof. Hereinafter, the Base Rent, Additional Rent, Insurance Premium and any other amounts payable by Tenant under this Lease may collectively be referred to as "Rent."

Tenant shall neither use the Demised Premises nor permit the Demised Premises to be used or acts to be done therein which will: (a) increase the premium of any insurance described in this Article; (b) cause a cancellation of or be in conflict with any such insurance policies; (c) result in a refusal by insurance companies of good standing to insure the Building or the Demised Premises in amounts reasonably satisfactory to Landlord; or (d) subject Landlord to any liability or responsibility for injury to any person or property by reason of any operation being conducted in the Demised Premises. Tenant shall, at Tenant's expense, comply as to the Demised Premises with all insurance company requirements pertaining to the use of the Demised Premises. Tenant shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

Section 3.4 Late Payments and Late Charges. Notwithstanding anything contained herein, in the event that Landlord does not receive any installment of Rent as and when due, then, in addition to all other remedies of Landlord, Tenant will be subject to and liable for (1) a charge (a "**Late Charge**") equal to ten percent (10%) of the amount that is late, and (2) interest on all such late Rent at the "Lease Interest Rate" (as hereinafter defined), calculated from the due date thereof until paid which shall be due and payable to Landlord immediately as Rent. .

Section 3.5 Dishonored Checks. Tenant shall promptly pay to Landlord upon notice thereof the fee of Fifty and No/100 Dollars (\$50.00) for costs incurred by Landlord for any dishonored check tendered by Tenant. In the event two (2) or more checks submitted by Tenant are dishonored for any reason whatsoever (except bank error) in any consecutive twelve (12)

month period, Landlord in its sole discretion may require all payments made for the next consecutive twenty-four (24) month period thereafter by Tenant to Landlord to be by certified or bank check. In such event, and during such twenty-four (24) month period, Landlord may refuse to accept a check that is not a certified or bank check and such noncertified or non-bank check submitted to Landlord shall not be deemed payment tendered to Landlord.

ARTICLE IV - REAL ESTATE TAXES

For each Lease Year during the Term of this Lease, Tenant shall, at its sole cost and expense, pay as and when due all taxes, assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed or become due and payable in relation to the use or occupation of the Leased Premises or the personal property contained therein of, during the Term of this Lease.

ARTICLE V - UTILITIES

Landlord shall make available to the Demised Premises all existing facilities (including pipes, conduits and cables ready for hookup) for water, gas, electricity, sewerage, telephone, cable and other utility for use in the Demised Premises. If Tenant shall require additional utility capacity than as provided by Landlord, Tenant shall, subject to the provisions of Article XVI (including the requirement for Landlord's consent thereto), install such additional capacity at Tenant's expense. Tenant shall arrange with the public utility companies servicing the Building for providing services. Tenant shall pay directly to the utility company or governmental agency or authority, as the case may be, for gas, electricity, waste management, and other public utilities, and for janitorial services supplied or furnished to the Demised Premises from and after the Commencement Date, and during the Term.

ARTICLE VI - INSURANCE

Section 6.1 Insurance Required of Tenant. Tenant shall maintain during the Term the following coverage:

(a) Commercial general liability insurance covering operations and products with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate and products aggregate of not less than Two Million Dollars (\$2,000,000.00) for injury or loss occurring upon, in, or about the Demised Premises and contractual liability assumed under this Lease.

(b) Physical Damage Insurance covering (i) all furniture, trade fixtures, equipment, merchandise and all other items of Tenant's property on the Demised Premises installed by, for, or at the expense of Tenant, (ii) any improvements made by Tenant, and (iii) all other improvements, alterations and additions to the Demised Premises. Such insurance shall be written on an "special form" cause of physical loss or damage basis, for the full replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any coinsurance clauses

of the policies of insurance and shall include a vandalism and malicious mischief endorsement, sprinkler leakage coverage.

(c) Workers' Compensation Insurance, in statutorily required amounts.

(d) Employer's Liability Insurance, in statutorily required amounts.

(e) If alcoholic beverages are furnished, sold, or consumed on the Demised Premises, Tenant shall maintain or cause vendor(s) operating upon the Demised Premises to maintain liquor liability insurance including coverage for bodily injury and property damage arising out of the furnishing of alcoholic beverages. Minimum limits for this coverage are \$2,000,000 each common cause and in the aggregate. When alcoholic beverages are to be furnished, sold or consumed at the Demised Premises, the licensee/operator/business owner shall not furnish, or sell to or permit its employees, servants, subcontractors, or agents to furnish or sell alcoholic beverages to, or to allow such alcoholic beverages to be consumed by any person who is not of lawful drinking age and shall take reasonable actions necessary to avoid serving any person habitually addicted to the use of any or all alcoholic beverages, or any person who is, or who would reasonably be expected to be intoxicated.

(f) The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall (i) name Landlord, Landlord's agent and any other party it reasonably specifies, as an additional insured by endorsement; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under this Article; (iii) be issued by an insurance company having a rating of not less than A XIII in Best's Insurance Guide and licensed to do business in the State of Florida; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and noncontributing with any insurance requirement of Tenant; (v) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord; (vi) contain a cross liability endorsement or severability of interest clause acceptable to Landlord and (vii) contain a waiver of subrogation endorsement in favor of Landlord. Tenant shall deliver duplicate copies of said policy or policies or original certificates thereof to Landlord on or before the date upon which Tenant shall enter the Demised Premises and at least thirty (30) days before the expiration dates thereof.

ARTICLE VII - TENANT'S INDEMNIFICATION

Section I.1 Tenant shall indemnify and save harmless Landlord from and against any and all liability, claim, cost, expense, damage, penalties or judgments, and reasonable attorneys' fees and other expenses incident to litigation, arising from: (i) any breach, non-performance or violation by Tenant, or Tenant's agents, employees, contractors, licensees or invitees of any covenant or provision of this Lease; or (ii) injury to person or property sustained on or about the Demised Premises or the Building resulting from any act or acts or omission or the carelessness, negligence or improper conduct of Tenant or Tenant's agents, employees, licensees, contractors, or invitees; or (iii) any occurrence in, upon, at or from the Demised Premises, or the occupancy, condition or use of the Demised Premises, except to the extent that any such injury results from

Landlord's willful misconduct or gross negligence. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter. Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord to the extent of any injury, loss or damage to any person or property in or about the Building, arising from the willful misconduct or gross negligence of Landlord, its employees, agents, contractors, licensees, invitees and/ or employees.

Section 7.2 Tenant further covenants and agrees to pay, and to indemnify Landlord against, all reasonable costs, expenses and charges, including, but not limited to, attorneys' fees and other expenses incident to litigation, incurred in obtaining possession of the Demised Premises after default by Tenant or upon the expiration or earlier termination of the Term hereof, or in enforcing any covenant or agreement of Tenant herein contained.

ARTICLE VIII - WAIVER OF SUBROGATION

Section 8.1 Tenant hereby waives and releases any and all rights of action against Landlord which may hereafter arise for damage to or destruction of the Building, to or of the Demised Premises or to or of property in and contents of the Demised Premises or the Building, resulting from fire or other casualties of the kind covered by the policies actually carried or required to be carried hereunder, irrespective of the cause thereof, to the extent of said insurance carried or required to be carried, whichever is greater. Each policy of such insurance maintained by Tenant shall contain a waiver of subrogation in favor the Landlord, so long as such waiver is obtainable.

ARTICLE IX - USE OF DEMISED PREMISES

Section 9.1 Permitted Use. Tenant shall use the Demised Premises solely as, and for no other purposes than a retail operation of a typical Restaurant, Bar & Event Space (the "**Permitted Use**"). Tenant shall not be permitted to use the Demised Premises for any other purpose whatsoever. The Permitted Use shall be conducted in compliance with all applicable laws, rules, regulations, ordinances and requirements of all applicable governmental authorities having jurisdiction hereof (collectively, "**Laws**"). Tenant shall in all respects comply with the requirements and/or conditions associated with its obtaining and maintaining of any and all required governmental permits, certificates or approvals regarding its use and occupancy of the Demised Premises. The name, logo and menu used in operation of the Demised Premises shall be subject to Landlord's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed.

Section 9.2 Waste Management/Rubbish. Tenant shall handle and dispose of all rubbish, garbage and recyclable materials from Tenant's operations in accordance with regulations established by Landlord, at Tenant's sole cost and expense, shall arrange for the disposal of Tenant's rubbish, garbage and recyclable materials. Tenant shall not permit the accumulation or burning of any rubbish or garbage in, on or about any part of the Demised Premises or the Building. All rubbish and garbage shall be concealed in metal containers in locations designated by Landlord.

**ARTICLE X - COMPLIANCE WITH LAWS;
ENVIRONMENTAL, AND OTHER APPLICABLE LAWS**

Section 10.1 Compliance with Laws. Throughout the Term, Tenant shall maintain the Demised Premises in a safe, clean, careful and proper manner. Tenant shall comply with all Laws, present or future, of any governmental authority whether federal, state, county or municipal, or any political subdivision of any of the foregoing which may exercise jurisdiction over the ownership, operation or maintenance of the Demised Premises or the Building; provided, however, that in complying with such Laws and documents, Tenant shall not be required to make structural alterations to the Demised Premises unless same are required as a consequence of Tenant's use of the Demised Premises. If, as a consequence of Tenant's use or occupation of the Demised Premises, any improvements are required to comply with any such Law, regulation, rule or document, Tenant shall, subject to the provisions of Article XVI (including the requirement for Landlord's consent thereto), promptly install and maintain the same at its sole cost and expense. Tenant shall, throughout the Term, comply with any and all requirements of Landlord's insurance company or of Tenant's insurance company as same may relate to Tenant's use or occupation of the Demised Premises.

Section 10.2 Hazardous Material. Tenant shall not cause or permit any Hazardous Material, as defined below, to be brought upon, kept or used in or about the Demised Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall at all times comply with all applicable environmental laws. The foregoing, de minimus quantities of Hazardous Material customarily used in the conduct of Tenant's particular business may be used at the Demised Premises provided that such use is at all times in compliance with the manufacturer's instructions therefor and all applicable Laws; further provided, however, that in no event may any dry-cleaning services or processes ever be performed on site or in the Demised Premises. Tenant shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by the Landlord or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (1) the health, welfare or safety of persons, whether located on the Demised Premises, the Building, or elsewhere, or (2) the condition, use or enjoyment of the Demised Premises, the Building or any other real or personal property. If Tenant breaches any of the covenants contained herein, in addition to being a default under this Lease, Tenant shall be liable to Landlord for all damages resulting therefrom, and Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in value of the Demised Premises or the Building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Demised Premises or the Building, damages arising from any adverse impact on marketing of space in the Building, any personal injury (including wrongful death) or property damage (real or personal), and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees which arise during or after the Lease Term as a result of such breach or as a result of any contamination caused or permitted by Tenant. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any Federal, state or local governmental agency or political subdivision or by the holder of any mortgage encumbering the Demised Premises or the

Building. Tenant shall promptly take all actions at its sole expense as are necessary to return the Demised Premises or the Building to the condition existing prior to the introduction of any hazardous material to the Demised Premises or the Building by Tenant, its agents, invitees, contractors or employees; provided that Landlord's approval of such action shall first be obtained. The provisions of this Section shall be in addition to any other obligations and liabilities Tenant may have at law or equity and shall survive the transactions contemplated herein, and shall survive the termination of this Lease.

As used herein, the term "Hazardous Material" shall mean the following: (1) "Hazardous Substances", as defined by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 43 U.S.C. Sec. 9601 et seq.; (2) "Hazardous Wastes", as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sec. 6901 et seq.; (3) any other wastes, pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable Federal, state or local law, regulations, ordinance or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or materials, all as amended or hereafter amended; (4) more than 7 gallons of crude oil or distillate thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (5) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sec. 2011 et seq., as amended or hereafter amended; (6) the asbestiform varieties of chrysotile, crocidolite, amosite, anthophyllite, tremolite or actinolite, or asbestos in any other form, in any condition; and (7) toxic mold.

ARTICLE XI - COVENANT OF AUTHORITY AND QUIET ENJOYMENT

Section 11.1 Landlord has full right and power to execute and perform this Lease. Landlord represents and warrants that the execution of this Lease, compliance with the terms hereof and occupation of the Property by Tenant will not conflict with, cause a breach of or constitute a default under the terms of any agreement or instrument to which Landlord is a party.

Section 11.2 Landlord covenants and agrees that in the event Tenant shall perform all covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during said term have the peaceable and quiet enjoyment and possession of the Property and easement rights herein granted, without any manner of let or hindrance from Landlord or any other person or persons. Notwithstanding the forgoing or anything in this Lease to the contrary, Landlord shall have the right upon no less than 10 days' written notice to Tenant, to the exclusive use of the Demised Premises free of charge for special events, so long as such use by Landlord does not conflict with a confirmed and pre-scheduled special event by Tenant at the Demised Premises.

ARTICLE XII - INTENTIONALLY DELETED

ARTICLE XIII - ASSIGNMENT AND SUBLETTING

Tenant shall not, either voluntarily or involuntarily, by operation of law or otherwise, assign, transfer, mortgage or otherwise encumber this Lease, or sublet the whole or any part of the Demised Premises, or permit the Demised Premises or any part thereof to be occupied by others without the express written consent of Landlord, which consent shall be in Landlord's sole

ARTICLE XIV - SIGNS

Subject to the provisions of Article XVI (including the requirement for Landlord's consent thereto) Tenant may, at its sole cost, install or place signage on the exterior of the Building to the extent permitted by applicable Laws (collectively "**Exterior Signage**"), upon which Tenant may display its business name. All Exterior Signage shall be in compliance with all applicable Laws. Landlord makes no representation or warranty as to the type of Exterior Signage permitted by applicable Laws.

ARTICLE XV – MAINTENANCE AND REPAIRS/ LANDLORD'S RIGHT TO PERFORM

Section 15.1 During the Term, Tenant shall, at its sole cost and expense, keep the Demised Premises clean and in good order and condition. Among other things, and subject to the provisions of Article XVI (including the requirement for Landlord's consent thereto), Tenant shall be solely responsible to:

- (i) maintain, repair, and replace the heating, ventilating and air-conditioning equipment serving the Demised Premises (the "**HVAC System**"),
- (ii) maintain general comprehensive liability insurance (including, without limitation, umbrella coverage), fire and casualty insurance, sign insurance and any other insurance required by Tenant under the provisions of Article VII;
- (iii) maintain and repair all ceilings, walls and plate glass doors and windows, if any, which comprise the Demised Premises;
- (iv) maintain, repair and replace any utility, sprinkler, sanitary and/or plumbing lines, fixtures, equipment or other infrastructure within or servicing the Demised Premises; and
- (v) repair, paint, maintain the Demised Premises in a first-class manner and replace any of Tenant's permitted signs and sign equipment.

Section 15.2 Landlord's Right to Perform Tenant's Work and Tenant's Maintenance and Repair Obligations. All repairs and replacements performed by Tenant pursuant to this Article XV shall be performed in a good and workmanlike manner and in conformity with all Laws. With respect thereto, Tenant shall, at its expense, obtain all necessary permits and approvals required in connection therewith. Notwithstanding the foregoing, in recognition of the need for Landlord to maintain strict control of the appearance of the Building, (including, without limitation, interior portions of tenant spaces), as well as ensuring that the maintenance and repair obligations of all tenants and occupants are adhered to, Landlord may, upon ten (10) business days prior written notice to Tenant, elect to perform:

- (i) some or all of the obligations of Tenant contained in this Article XV;
- (ii) any alterations, improvements or installations to the Demised Premises which are desired or required in accordance with the provisions of Article XVII; or
- (iii) any restoration or repair which is required in accordance with the provisions of Article XXI.

In any such event, 115% of all reasonable costs and expenses thereby incurred by Landlord shall be paid or reimbursed, as the case may be by Tenant within thirty (30) days following receipt of an invoice therefor by Tenant. Any and all such payments shall constitute Rent hereunder.

Section 15.3 Landlord, and its agents and employees, shall not be liable or responsible for any damage or injury to any property of Tenant, or to any of Tenant's agents, employees, customers, licensees, invitees or contractors arising from or out of any breakage, stoppage or leakage or pipes, conduits and cables or any other occurrence, in, upon or at or from the Demised Premises, or the occupancy, condition or use of the Demised Premises or the Building, unless caused in whole or in part by the gross negligence of Landlord, its agents or employees.

Section 15.4 Tenant shall not enter upon or use the roof of the Building for any purpose, without Landlord and the Association's prior written consent, in its sole and absolute discretion. To the extent that Landlord grants its written consent for Tenant to enter upon the roof, Tenant shall not take any action which would violate or void any roof warranties, and no penetrations of the roof or work conducted by Tenant on the roof shall be performed without Landlord's prior consent, which may be withheld in Landlord's sole discretion. In the event that Tenant enters upon the roof of the Building without Landlord's prior written consent or otherwise makes any installation or roof penetration or performs any other activity on the roof without such consent in violation of the terms and conditions of this Section 15.4, then, in addition to all other rights and remedies of Landlord hereunder, from and after the date of such violation, Tenant shall be deemed to have assumed any and all liability for the maintenance, repair and replacement of the roof and roof systems.

ARTICLE XVI – ALTERATIONS

Section 16.1 Notwithstanding anything in this Lease to the contrary, Tenant shall not make any alterations or improvements to the Demised Premises without in each instance first obtaining Landlord's written consent, which consent shall not unreasonably be withheld, in its sole and absolute discretion. No alteration, improvement, installation or addition made by Tenant shall endanger or impair the structure of, or decrease the value, utility or cubic area of, the Demised Premises or the Building.

Section 16.2 All alterations, improvements or installations made or done by Tenant in, on or to the Demised Premises or any parts or facilities thereof shall be done in a good and workmanlike manner and in conformity with all Laws, and with all necessary governmental permits or authorizations and in accordance with plans and specifications approved in writing by Landlord. The originals or certified copies of all such approvals, authorizations, and permits, and upon completion of any alteration, addition or improvement, a complete set of reproducible "as

built drawings” shall be delivered to and retained by Landlord. All alterations, additions, and improvements made hereunder by Tenant shall be performed in a first-class workmanlike manner. At all times when any such work is in progress, Tenant shall maintain or cause to be obtained adequate worker's compensation insurance covering all persons employed in connection with the work.

Section 16.3 Any and all alterations, improvements or installations made in, to or upon the Demised Premises by Tenant or Landlord (but not Tenant’s furniture, lighting fixtures, trade fixtures and movable trade equipment, counters and shelving or signs installed by Tenant) shall be surrendered with the Demised Premises as part thereof at the expiration or other termination of the term of this Lease, however, Landlord may require that Tenant remove any improvements or alterations installed in violation of the terms of this Lease. Prior to surrender of possession, Tenant shall remove all personal property and surrender the Demised Premises in good broom clean condition, free and clear of all Hazardous Substances and violations of applicable Laws.

Section 16.4 Tenant agrees to indemnify and save harmless Landlord against and from any and all claims for injury, loss or damage to person or property caused by or resulting from the work in connection with any alterations, improvements, installations or additions in, to or upon the Demised Premises made by Tenant or by anyone claiming under Tenant.

ARTICLE XVII - INTENTIONALLY DELETED

ARTICLE XVIII - LANDLORD’S ACCESS

In addition to its rights of use outlined in Article XI above, Landlord shall have the right, during reasonable business hours and without unreasonable interference with the operation of the business conducted therein, and upon not less than twenty-four (24) hours’ written notice to Tenant, to enter upon the Demised Premises for the purpose of inspecting same, or making repairs and replacements thereto or therein or exhibiting the same to prospective purchasers or mortgagees of the Building or the Demised Premises. Without limiting the foregoing, Landlord shall also have the right, in the event of an emergency, to enter the Demised Premises at such time or times as shall be required by such emergency upon such telephone or other notice to Tenant as shall be practicable under the circumstances.

ARTICLE XIX - DEFAULT PROVISIONS AND LANDLORD REMEDIES

Section 19.1 Default. The occurrence of any one or more of the following events shall constitute a default (“**Default**”) of Tenant under this Lease:

(i) Tenant shall fail to pay any installment of Basic Rent or Additional Rent or other sums due under this Lease within five (5) business days of written notice that same is past due;

(ii) Tenant shall fail to observe or perform any of the covenants, terms and conditions contained in this Lease on Tenant's part to be observed or performed (other than the covenants covered by subsection (i) above), and such failure shall continue and not be cured for a period of thirty (30) days after written notice to Tenant by Landlord; or if more than thirty (30) days is reasonably required to cure such failure with reasonable diligence, Tenant shall not have promptly

commenced to correct the same within thirty (30) days after such written notice from Landlord, or shall, having promptly commenced to correct such failure, thereafter fail to pursue the same to completion with reasonable diligence within ninety (90) days;

(iii) Tenant shall have recorded or attempted to record this Lease or a memorandum of this Lease;

(iv) Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation or dissolution or similar relief under any present or future bankruptcy Laws of the United States or any other country or political subdivision thereof (collectively, "**Bankruptcy Relief**"), or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of all or any substantial part of its properties, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(v) if within sixty (60) days after the commencement of any proceedings against Tenant seeking any Bankruptcy Relief, such proceedings shall not have been dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, or any trustee, receiver or liquidator of Tenant or of all or any substantial part of its property, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated;

(vi) Tenant shall (a) fail to take possession of the Demised Premises; (b) fail to continuously operate its business in the Demised Premises; (c) abandon or vacate the Demised Premises prior to the expiration of the term hereof; (d) Tenant shall suffer or permit any execution, attachment or other similar process to issue against or affect a substantial portion of its property or assets, or suffer or permit the Demised Premises to be taken and/or occupied or attempted to be taken and/or occupied by one other than Tenant or a taking authority; (e) Tenant shall remove or attempt to remove its goods or property from the Demised Premises, other than in the ordinary course of its business; or (f) Tenant shall effect or attempt to effect an hypothecation, mortgage, transfer and/or assignment of this Lease and/or sublet, lease and/or otherwise permit the Demised Premises to be occupied by someone other than Tenant, except as herein provided.

Section 19.2 Landlord's Remedies. Upon the occurrence of a Default, Landlord shall have the right to do any one or more of the following as often as required, subject to Tenant's right to cure any Default as provided herein:

(i) Landlord may immediately or at any time thereafter enter upon the Demised Premises, with or without terminating this Lease, and do any and all acts Landlord may deem necessary, proper or convenient to cure such Default, for the account of and at the expense of Tenant, and Tenant agrees to pay Landlord, upon demand as Additional Rent, all damages and/or reasonable expenses incurred by Landlord in so doing;

(ii) Landlord shall have the right to terminate this Lease and Tenant's right to possession of the Demised and, discontinue furnishing of utilities and services to the Demised Premises, take possession of the Demised Premises pursuant to legal process and remove Tenant, any occupant and any property therefrom, and distrain upon and sell any such property, without being guilty of trespass and without relinquishing any rights of Landlord against Tenant; and

(iii) If this Lease is terminated by Landlord pursuant to Article XIX, Tenant nevertheless shall remain liable for any Base Rent and Additional Rent then unpaid and for the unexpired

portion of the Term (together with any extension period to which Tenant is then bound by exercise of a right of renewal or otherwise) and to recover from Tenant the amount herein covenanted to be paid as Base Rent and Additional Rent and then not paid and damages which may be due or sustained prior to or following such termination, all reasonable costs, fees and expenses including, but not limited to, reasonable attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises to others from time to time (all such Base Rent, Additional Rent, damages, costs, fees and expenses being referred to herein as "**Termination Damages**") less the amounts, if any, which Landlord shall receive during such period from others to whom the Demised Premises may be rented, in which case such Damages shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following termination of the Lease and continuing until the date on which the Term would have expired but for such termination; any suit or action brought to collect any such Damages for any month shall not in any manner prejudice the right of Landlord to collect any Damages for any subsequent month by a similar proceeding; or (b) an amount equal to the present worth (as of the date of such termination) of Base Rent and Additional Rent and not then paid (including all accelerated amounts); which, but for termination of this Lease, would have become due during the remainder of the Term, less the fair rental value of the Demised Premises, as determined by an independent real estate appraiser who is a member of the American Institute of Real Estate Appraisers (M.A.I.) named by Landlord, in which case such Damages shall be payable to Landlord in one lump sum on demand and shall bear interest at the Lease Interest Rate until paid. For purposes of this clause (b), "present worth" shall be computed by discounting such amount to present worth at a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank nearest to the location of the Building;

(iv) In addition, Landlord shall have the right to recover from Tenant all reasonable expenses of any proceedings (including, but not limited to, attorney's fees) which may be necessary in order for Landlord to enforce its remedies under this Lease, all expenses of re-renting the Demised Premises, including, but not limited to, any commissions paid to any real estate broker, advertising expenses and the costs of such repairs as Landlord in its sole judgment considers advisable and necessary for the purpose of re-renting or attempting to re-rent the Demised Premises.

Section 19.3 No act or thing done by Landlord shall be deemed to be an acceptance of Tenant's surrender of the Demised Premises, unless Landlord shall execute a written agreement of surrender with Tenant. Tenant's liability hereunder shall not be terminated by the execution of a new lease of the Demised Premises or any portion thereof by Landlord. In the event Landlord enters into any new lease for all or a portion of the Demised Premises, there shall be credited against the amount of any judgment received by Landlord in respect of Base Rent, Additional Rent or other damages all amounts then received by Landlord from such re-renting of the Demised Premises, less all costs and expenses relating to such re-renting as described in Section 19.2 above.

Section 19.4 Landlord shall credit toward, on account of its damages, any Base Rent, Additional Rent, Security Deposit or other monies received by it from Tenant or others on behalf of Tenant.

Section 19.5 In the event that Landlord does not elect to compute damages pursuant to clause (b) of Section 19.2(iii), Landlord shall make a reasonable and good faith effort to mitigate its damages by attempting to relet all or part of the Demised Premises (which may include concessions including, but not limited to, free or abated payment of Base Rent and/or Additional Rent); provided that:

(i) Landlord shall have no obligation to promote or otherwise give preference to the reletting of the Demised Premises over other rental space in the Building or any building owned by Landlord,

(ii) Landlord shall not be liable in any way whatsoever for its inability to relet the Demised Premises or for failure to collect the rent pursuant to such reletting of the Demised Premises,

(iii) Landlord shall not be required to accept as a tenant any party intending to use the Demised Premises in a manner not acceptable to Landlord or which violates any agreement to which Landlord is a party or by which it is bound,

(iv) Landlord shall not be required to lease the Demised Premises at a rent determined by Landlord to be less than its current full market value or to a tenant that does not possess adequate creditworthiness,

(v) Landlord shall not be required to enter into a lease with terms inconsistent with Landlord's leasing practices and policies or which requires alterations, improvements or other terms that are unacceptable to Landlord, and

(vi) Landlord shall not negotiate with any third party for the leasing of the Demised Premises until Landlord obtains possession of the Demised Premises.

Section 19.6 Interest. Any sums payable by Tenant hereunder, which are not paid after the same shall be due, shall bear interest from that day until paid at the Lease Interest Rate.

Section 19.7 Injunctive Relief. Landlord shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any covenant, agreement, condition or provision of this Lease, or to a decree compelling performance of any covenant, agreement, condition or provision of this Lease.

Section 19.8 Attorneys' Fees. In the event of any litigation between Landlord and Tenant arising under this Lease, the prevailing party shall be reimbursed by the other party upon demand for all costs, charges and expenses, including reasonable fees of attorneys, incurred by the prevailing party in such action or proceeding. Tenant shall pay to Landlord upon demand all costs, charges and expenses, including reasonable fees of attorneys and others retained by Landlord, incurred by Landlord to recover possession of the Demised Premises and/or to enforce Tenant's obligations, or to enforce any other Terms under this Lease.

Section 19.9 Landlord's Right to Cure Default. In the event Tenant is in Default or breach under this Lease or shall otherwise fail to comply fully with any of its obligations or conditions hereunder, Landlord shall have the right (but not the obligation), at its option, to cure such Default or breach, at Tenant's expense, upon twenty (20) days prior written notice to Tenant, except in the case of an emergency in which event no notice need be given. Tenant agrees to reimburse Landlord promptly, as Additional Rent, for all costs and expenses incurred as a result thereof or in connection therewith, together with interest at the Lease Interest Rate, which interest shall be

payable from the date on which Landlord makes any such payment to the date on which Tenant reimburses Landlord for such costs and expenses. Any action so taken by Landlord pursuant to this Lease shall not serve to waive or release Tenant from its performance of any obligation hereunder. Tenant shall also pay, upon demand by Landlord, all costs, charges and expenses, including reasonable fees of attorneys and others retained by Landlord, incurred by Landlord in any action or proceeding in which Tenant causes Landlord to become a party or otherwise involved.

Section 19.10 Landlord Default. Landlord shall not be in Default of any of the terms of this Lease unless Landlord shall fail to observe or perform any of the covenants, terms and conditions contained in this Lease on Landlord's part to be observed or performed, and such failure shall continue and not be cured for a period of thirty (30) days after written notice to Landlord by Tenant specifying such failure; or if more than thirty (30) days is reasonably required to cure such failure with reasonable diligence, Landlord shall not have promptly commenced to correct the same within thirty (30) days after such written notice from Tenant, or shall, having promptly commenced to correct such failure, thereafter fail to pursue the same to completion with reasonable diligence. In the event Landlord defaults under this Agreement, and fails to cure said default pursuant to any curative period provided herein, Tenant, as its sole and exclusive remedy, shall have the right to terminate this Lease with twenty (20) days' written notice, after which Tenant shall be relieved of his obligations hereunder, including the payment of all sums due hereunder from the date of default forward for the remaining term of the Lease.

ARTICLE XX - CUMULATIVE REMEDIES: NO WAIVER

Section 20.1 The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants hereof on Tenant's part to be performed, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

ARTICLE XXI - DESTRUCTION OR DAMAGE BY FIRE OR OTHER CASUALTY

Section 21.1 If the Demised Premises shall be partially or totally damaged or destroyed by fire or other cause (whether or not the damage or destruction shall have resulted from the fault

or neglect of Tenant, or its employees, agents or visitors) then Landlord, to the extent of available insurance proceeds, but subject to the provisions of Section 21.5, shall repair the damage and restore and rebuild the Demised Premises with reasonable dispatch, as nearly as practicable to the condition thereof which existed as of the Commencement Date (it being accepted and agreed that Tenant, and not Landlord, shall be obligated to restore the Demised Premises to the extent of any improvements and alterations made by Tenant from and after the Commencement Date). During the period following any such damage or destruction, there shall be an equitable abatement of Base Rent and Additional Rent to the extent that the Demised Premises is not tenantable by Tenant. Notwithstanding anything contained herein to the contrary, in no event shall Tenant be relieved of liability or responsibility for damage or destruction resulting from the acts or neglect of Tenant or any of its sublessees or its or their employees, agents, contractors, visitors, licensees or invitees, nor shall Landlord be deemed to have waived any of its rights under this Lease or at law or in equity. Landlord shall have the right to receive all insurance proceeds from Landlord's Insurance.

Section 21.2 Landlord will not carry separate insurance of any kind on Tenant's property or any improvements or alterations made to the Demised Premises by Tenant. Landlord shall not be obligated to repair any damage thereto or restore or replace same, the repair, restoration and replacement of which shall be Tenant's responsibility and Tenant shall carry appropriate insurance thereon and on all improvements and betterments made for or on behalf of Tenant in the Demised Premises, and as otherwise required by this Lease.

Section 21.3 In the event of the termination of this Lease pursuant to Section 21.5, this Lease and the term and estate hereby granted shall expire as of the date of such termination with the same effect as if such date were the date originally set forth herein as the expiration date of the term hereof, and the Base Rent and Additional Rent payable hereunder shall be apportioned as of such date.

Section 21.4 The provisions of this Article shall be considered an express agreement governing any case of damage or destruction of the Demised Premises by fire or other casualty, and any provisions of Laws providing for a contingency in the absence of an express agreement and any other law of like import, now or hereafter in force, shall have no application to the Demised Premises and this Lease.

Section 21.5 Notwithstanding anything herein contained to the contrary, in the event that that the Demised Premises or the Building is (i) damaged more than fifty (50%) percent of the cost of replacement thereof, or (ii) shall be damaged in whole or in part during the last year of the Initial Term of this Lease or at any time during any Renewal Period, or (iii) in the event Landlord's insurance proceeds are insufficient or unavailable to permit Landlord's restoration, or (iv) in any event that prevents Landlord's restoration, then in such event, Landlord or Tenant may terminate this Lease by notice given within thirty (30) days after such event and upon the date specified in such notice, which shall be not more than thirty (30) days after the giving of said notice, this Lease shall terminate, and Tenant shall vacate and surrender the Demised Premises to Landlord and Landlord shall retain all insurance proceeds with respect thereto without claim by Tenant.

ARTICLE XXII - INTENTIONALLY DELETED

ARTICLE XXIII – NOTICES

Section 23.1 All notices, requests, consents, approvals, and other communications required or permitted under this Lease shall be in writing and shall be deemed delivered upon (i) personal delivery, (ii) deposit with a nationally recognized overnight delivery service, or (iii) transmission by email to the addresses provided below or as subsequently designated in writing by either party. Notices sent by email shall be deemed delivered on the date of transmission if sent during normal business hours, or the next business day if sent after business hours. Either party may change its address for notices and/or copies of notices by given written notice to the other party in accordance with this Article.

To Landlord:

City of Pensacola
Attention: Director of Parks and Recreation
PO Box 12910, Pensacola, FL 32521

With a copy to:

City of Pensacola
Attn: City Attorney
222 W. Main Street, Pensacola, FL 32502
Legal@cityofpensacola.com

To Tenant:

Steel Pony LLC
Attention: Kyree Whitehead
1712 N 58th Avenue, Pensacola, FL 32506
kyreewhitehead@gmail.com
steelponychef@gmail.com

ARTICLE XXIV – HOLDOVER

Section 24.1 Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of law then in force, in connection with any holdover proceedings which Landlord may institute to enforce the provisions of this Lease. If the Demised Premises are not surrendered upon the termination of this Lease, Tenant hereby indemnifies Landlord against liability resulting from delay by Tenant in so surrendering the Demised Premises, including any claims made by any succeeding tenant or prospective tenant founded upon such delay. In the event Tenant remains in possession of the Demised Premises or the Building after the expiration of this Lease or sooner termination, Tenant, at the option of Landlord, shall be deemed to be occupying the Demised Premises either as a holdover tenant or as a tenant from month to month, at a monthly use and occupancy rate or rental, as the case may be, equal to one hundred fifty (150%) percent of the Base Rent payable during the last month of the Term, subject to all of the other terms of this Lease insofar as the same are applicable to a holdover tenant or month-to-month tenant, as the case may be. Tenant's obligations under this Article shall survive the termination of this Lease.

ARTICLE XXV-- DEFINITION OF LANDLORD

Section 25.1 The term "Landlord", whenever used in this Lease, shall mean the then owner at the time of Landlord's interest in this Lease. Each owner from time to time of the Landlord's interest in this Lease shall be liable with respect to the covenants and other obligations of Landlord hereunder (which covenants and obligations shall run with the Demised Premises only so long as such owner shall be the owner of the Landlord's interest in this Lease), and such owner shall not be so liable after any sale or other conveyance or transfer of Landlord's interest in this Lease.

Section 25.2 It is understood and agreed that, notwithstanding any other provision of this Lease, Landlord's liability under this Lease with respect to monetary claims by Tenant arising hereunder, or other claims by Tenant hereunder which may be converted into monetary claims, shall be limited to Landlord's equity interest in the Demised Premises and neither Landlord nor any stockholder, partner or principal of Landlord shall have any personal liability to Tenant arising hereunder.

ARTICLE XXVI- MISCELLANEOUS PROVISIONS

Section 26.1 In any case where either party hereto is required hereunder to do any act, a delay in the performance of such act caused by or resulting from act of God, riot, civil commotion, strikes, lock-out, acts, orders or regulations of governmental authority, acts or failure to act of the other party, fire, tornado, windstorm, adverse weather conditions or other causes beyond such party's reasonable control (collectively "**Force Majeure**"), shall not be counted in determining the time for completion of the performance of such act, whether such be herein designated as a specific date, a fixed period of time or a reasonable time. It is expressly understood and agreed, however, that the provisions of the preceding sentence shall not apply to, or operate to postpone, defer or extend or otherwise affect to make payments of Rent pursuant to this Lease.

Section 26.2 If any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, such determination shall not affect any of the other provisions of this Lease and such other provisions shall remain in force and effect. If any provision of this Lease shall be capable of two constructions, one of which would render the provision valid and the other of which would render it invalid, then such provision shall have the construction and meaning which would render it valid.

Section 26.3 If, at any time after the commencement of the term hereof, Landlord shall make written request therefor, Tenant shall, within ten (10) business days after such request, deliver to Landlord a written instrument, duly executed by Tenant, certifying, if such be the case: (i) that this Lease is in force and effect; (ii) that this Lease has not been modified, amended or supplemented or specifying the modification, amendment or supplement; (iii) that Landlord is not in default hereunder, or if it is then in default, specifying the nature of the default and whether or not the time period for curing same has expired; (iv) the date or dates through which Rent has been

paid; and (v) that there are no offsets or deductions against Rent, or if any are claimed, specifying the amount thereof and the basis therefor.

Section 26.4 This Lease, and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the Laws of the state in which the Demised Premises are located.

Section 26.5 Landlord and Tenant each hereby represent to the other that they have dealt with no broker or brokers in connection with the negotiation, execution and delivery of this Lease, other than Landlord's dealings with Michael Carro and SVN Southland ("**Broker**"), whose fee is the responsibility of Landlord. Landlord and Tenant shall each defend and indemnify the other from and against any and all claims or demands for brokerage commissions and fees made by any party or parties whom either Landlord or Tenant are alleged to have dealt in connection herewith, other than as set forth above.

Section 26.6 The term "Lease Interest Rate" as used in this Lease shall be deemed to mean the prime rate of interest from time to time being charged by Citibank N.A. of New York, New York to its most creditworthy customers.

Section 26.7 Provided that Landlord does not eliminate Tenant's access to the Premises or unreasonably interfere with Tenant's business operations, Landlord shall have the right, from time to time during the term of this Lease, to promulgate rules and regulations or to modify or amend the rules and regulations as Landlord shall, in its sole discretion deem appropriate and necessary for the operation of the Building.

Section 26.8 To the extent permitted by applicable Law, the parties hereto waive a trial by jury on any or all issues arising in any action or proceeding between them or their successors under or connected with this Lease or any of its provisions, any negotiations in connection therewith, or Tenant's use or occupation of the Demised Premises.

Section 26.9 Unless consented to in writing by Landlord, which consent may be withheld in Landlord's sole discretion, no memorandum or short form of this Lease shall be recorded by Tenant.

Section 26.10 Tenant covenants and agrees to pay to Landlord upon demand, as Additional Rent, a sum equal to all reasonable costs and expenses (including attorneys' fees, costs of investigation and disbursements) incurred by Landlord in enforcing any or all of its rights hereunder, specifically including the cost of collecting sums due, whether or not an action or proceeding is commenced, or levying and collecting on any judgment or arbitration award in Landlord's favor.

Section 26.11 The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Landlord will be made available to the public and media, upon request, unless a statutory exemption from

such disclosure exists. Tenant shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Tenant.

Section 26.12 The following disclosure is made pursuant to Section 404.056(5), Florida Statutes: “RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.”

Section 26.13 In compliance with the provisions of F.S. 448.095, the parties to this Lease and any subcontractors engaged in the performance of this Lease hereby certify that, to the extent required by Law, they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

Section 26.13 This Lease is expressly contingent upon the due execution and delivery to Landlord of that certain Lease Guaranty attached to this Lease as Exhibit C by Kyree S. Whitehead, Eric Banville and Anthony Hunt.

ARTICLE XXVII - SUCCESSORS AND ASSIGNS

Section 27.1 The parties hereto hereby covenant and agree that the terms, conditions, covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns, subject to the provisions of this Lease.

ARTICLE XXVIII – CAPTIONS

Section 28.1 The captions set forth below the Article number or elsewhere in this Lease are for convenience of reference only and in no way define, limit or describe the meaning, scope or intention of this Lease or of any of its provisions or in any way affect this Lease.

ARTICLE XXIX - SECURITY DEPOSIT

On or before the Commencement Date, Tenant shall deposit with Landlord the sum of Three Thousand and 00/100 Dollars (\$3,000.00) as a “Lease Security Deposit”. This sum shall be retained by Landlord as security for performance of all of Tenant’s obligations under the terms of this Lease. If at any time Tenant defaults in any provision of this Lease, Landlord will have the right to use the Lease Security Deposit or as much of it as may be necessary to pay any Rent in default, any expense incurred by Landlord in curing any default by Tenant, or any damages incurred by Landlord by reason of Tenant’s default. Tenant will not be entitled to interest on the Lease Security Deposit.

ARTICLE XXX - FIRE EXTINGUISHER AND GREASE TRAP

Section 30.1 Fire Extinguisher. If required by code, Tenant shall install, maintain and replace as necessary a fire extinguishing system and grease filters within the hood and duct of the cooking facility which satisfies the requirements now and hereafter established by municipal codes and Landlord's property insurer and to provide Landlord with a certificate evidencing that this system has been installed. Tenant acknowledges that grease can damage the roof. Therefore, Tenant agrees to regularly clean and maintain the cooking exhaust system and ductwork (consistent with industry standards and manufacturers recommendations) in order to avoid offensive odors and to prevent damage to the roof. Additionally, Tenant shall install (and maintain and replace as necessary) any additional equipment necessary to protect Landlord's roof system from grease (e.g., a sand pan).

Section 30.2 Grease Traps. If required by code, Tenant shall install, maintain and replace as necessary grease traps immediately inside the Building and/or Demised Premises connecting all lines from the Leased Premises to the main sanitary branch as required by the Escambia County Code and/or any other governmental authority having jurisdiction over the Building and/or Demised Premises. The grease traps shall be installed in compliance with all local laws and regulations. Any upgrading to the sanitary or sewer lines necessitated by the installation of the grease traps shall be performed at Tenant's expense. Tenant shall restore any parking or landscape area disturbed in connection with the installation of these traps to a condition equal to that existing prior to the work.

ARTICLE XXXI - SURRENDER

Section 31.1 Tenant shall, upon the expiration or sooner termination of the Term of this Lease, surrender to Landlord the Building and Demised Premises, together with all alterations and replacements thereof then in the Building and Demised Premises (other than improvements required to be removed in accordance with Section 16.3), in good order, condition and repair, except for reasonable wear and tear. Title to all of Tenant's trade fixtures, furniture and equipment installed in the Building and Demised Premises shall remain in Tenant, and, upon expiration or sooner termination of the term of this Lease, the same shall be removed and any resultant damage to the Building and/or the Demised Premises shall be repaired by and at the expense of Tenant. In the event that the term of the Lease shall be terminated prior to the originally stated Expiration Date or the Expiration Date as may be extended in accordance with the terms of Article 2.2 of the Lease, as the case may be, and in addition to Tenant's obligation to remove all of Tenant's trade fixtures, furniture and equipment and pay for any resultant damage to the Demised Premises occasioned by such removal, Tenant shall also reimburse Landlord for the reasonable and necessary costs incurred by Landlord to return the Building and Demised Premises to tenantable condition, but not for the cost of remedying reasonable wear and tear to the Building and Demised Premises. The provisions of this Article shall survive the expiration or sooner termination of the term of this Lease.

ARTICLE XXXII - ENTIRE AGREEMENT

This instrument, together with the Exhibits attached hereto (all of which shall be deemed part of this Lease), contains the entire agreement and understanding between the parties hereto with respect to the lease of the Building and/or Demised Premises to Tenant. No statements, representations, prior agreements or understanding not herein set forth shall have any force or effect unless appropriate amendment is executed by all parties hereto. This Lease shall become effective only upon execution hereof by both parties hereto and delivery of a fully executed original hereof to Tenant.

[Separate signature pages follow.]

IN WITNESS WHEREOF the parties hereto have duly executed this Lease as of the date first above written, which date shall be deemed to be and shall be referred to as the date of this Lease.

Landlord:

CITY OF PENSACOLA, a Florida
municipal corporation

By: _____
D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Approved as to substance:

By: _____
Kerry Shanaghan, Interim Parks and Recreation Director

Approved as to form:

By: _____
Adam C. Cobb, City Attorney

Lease – signature page

[A separate signature page follows.]

:

TENANT:

Steel Pony LLC

Sign _____

Print _____

Title _____

Lease – signature page

EXHIBIT A
DEMISED PREMISES

[TO BE INSERTED]

EXHIBIT B
EQUIPMENT

[TO BE INSERTED]

EXHIBIT C

LEASE GUARANTY

In order to induce the City of Pensacola (“**Landlord**”) to enter into that certain Lease Agreement dated _____, 2025 (the “**Lease**”) between Landlord and Steel Pony LLC (“**Tenant**”), and in consideration of the benefits inuring to the undersigned (collectively, the “**Guarantor**”) under said Lease, the receipt and sufficiency of which is represented by the Guarantor to Landlord to be sufficient and adequate, the Guarantor hereby unconditionally guarantees the performance of all of Tenant's obligations under the Lease, including, without limitation, the payment of rental as provided therein. This Guaranty shall remain in full force throughout the original lease term and any renewals thereof. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of Landlord and its successors and assigns. If there is more than one Guarantor, the liability of each Guarantor shall be joint and several.

This Guaranty is a guaranty of payment and performance and not of collection. Guarantor hereby waives notice of acceptance of this Guaranty agreement and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices to it of default by Tenant under the Lease, and hereby waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby. Guarantor further agrees that Landlord shall not be first or concurrently required to enforce against Tenant or any other person, any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor, nor shall the liability of the Guarantor be affected by the insolvency, bankruptcy (voluntary or involuntary), or reorganization of Tenant, nor by the voluntary or involuntary liquidation, sale, or other disposition of all or substantially all of the assets of Tenant, or by the release of any other guarantor.

Guarantor further agrees (1) to indemnify and hold harmless Landlord from and against any claims, damages, expenses, or losses, including to the extent permitted by law, the reasonable fees of an attorney (including in-house and staff counsel), resulting from or arising out of any breach of the Lease by Tenant or by reason of Tenant's failure to perform any of its obligations thereunder, and (2) to the extent permitted by law, to pay any costs or expenses, including the reasonable fees of an attorney (including in-house and staff counsel), incurred by Landlord in enforcing this Guaranty.

The Guarantor acknowledges that Landlord may assign its rights under the Lease to an institutional investor as security for a loan to be made by such institutional investor to Landlord, and as long as any indebtedness of Landlord shall be outstanding and such assignment of the Lease shall exist, such institutional investor assignee shall be entitled to bring any suit, action or proceeding against the undersigned for the enforcement of any provision of this Guaranty, and it shall not be necessary in any such suit, action or proceeding to make Landlord a party thereto.

All existing and future advances by Guarantor to Tenant and all existing and future debts of Tenant to any Guarantor shall be subordinated to all obligations owed to Landlord under

the Lease and this Guaranty. Guarantor assumes the responsibility to remain informed of the financial condition of Tenant and of all other circumstances bearing upon the risk of Tenant's default, which reasonable inquiry would reveal, and agrees that Landlord shall have no duty to advise Guarantor of information known to it regarding such condition or any such circumstance. Landlord shall not be required to inquire into the powers of Tenant or the officers, employees, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty. Each Guarantor hereby represents and warrants to Landlord that such Guarantor has received a copy of the Lease, has read or had the opportunity to read the Lease, and understands the terms of the Lease. The provisions in the Lease relating to the execution of additional documents, legal proceedings by Landlord against Tenant, severability of the provisions of the Lease, interpretation of the Lease, notices, waivers, the applicable laws which govern the interpretation of the Lease and the authority of Tenant to execute the Lease are incorporated herein in their entirety by this reference and made a part thereof. Any reference in those provisions to "Tenant" shall mean each Guarantor and any reference in those provisions to the "Lease" shall mean this Guaranty.

If any one or more of the provisions of this Guaranty shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Guaranty shall be construed according to the laws of the state where the Leased Premises are located (the "State"). By execution hereof, the undersigned specifically consent to this choice of law designation and consent that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from this Guaranty or the Lease shall be litigated only in the courts located in the State, and the undersigned (i) consent and submit to the in personam jurisdiction of any state or federal court locating within the State, (ii) waive any right to transfer or change the venue of litigation brought against the undersigned, and (iii) agree to service of process, to the extent permitted by law, by mail.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ACKNOWLEDGING THAT THE CONSEQUENCES OF SAID WAIVER ARE FULLY UNDERSTOOD, THE UNDERSIGNED HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY, THE RIGHT TO INTERPOSE ANY DEFENSE BASED UPON ANY STATUTE OF LIMITATIONS, ANY CLAIM OF LACHES AND ANY SET-OFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN ANY ACTION OR PROCEEDING INSTITUTED AGAINST THE UNDERSIGNED OR ANY OTHER PERSON LIABLE ON THE LEASE.

[Separate signature pages follow.]

IN WITNESS WHEREOF, Guarantor(s) has/have caused this instrument to be executed
this ____ day of _____, 2025.

Personal Guarantor:

By: Kyree S. Whitehead, Individual Date _____

Copy of Driver's License ____ SS# _____ DOB _____

Personal Guarantor:

By: Eric Banville, Individual Date _____

Copy of Driver's License ____ SS# _____ DOB _____

Personal Guarantor:

By: Anthony Hunt, Individual Date _____

Copy of Driver's License ____ SS# _____ DOB _____

ACKNOWLEDGMENT OF INDIVIDUAL GUARANTOR

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____ 2025, before me, the undersigned, a Notary Public
in _____ and _____ for _____ the _____ Count _____ and _____ State _____ aforesaid, _____ came
_____, who is/are personally
known to me to be the same person(s) who executed the foregoing Guaranty and he/she/they
acknowledged the execution of the same as his/her/their free and voluntary act(s) and deed(s).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal in the County and State aforesaid on the day and year above written.

_____ Notary Public

My Commission expires: _____

ACKNOWLEDGMENT OF INDIVIDUAL GUARANTOR

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____ 2025, before me, the undersigned, a Notary Public
in _____ and _____ for _____ the _____ Count _____ and _____ State _____ aforesaid, _____ came
_____, who is/are personally
known to me to be the same person(s) who executed the foregoing Guaranty and he/she/they
acknowledged the execution of the same as his/her/their free and voluntary act(s) and deed(s).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal in the County and State aforesaid on the day and year above written.

_____ Notary Public

My Commission expires: _____

ACKNOWLEDGMENT OF INDIVIDUAL GUARANTOR

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____ 2025, before me, the undersigned, a Notary Public
in _____ and _____ for _____ the _____ Count _____ and _____ State _____ aforesaid, came
_____, who is/are personally
known to me to be the same person(s) who executed the foregoing Guaranty and he/she/they
acknowledged the execution of the same as his/her/their free and voluntary act(s) and deed(s).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal in the County and State aforesaid on the day and year above written.

_____ Notary Public

My Commission expires: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-993

Parks and Recreation Board

8/19/2025

PRESENTATION

SUBJECT:

Pensacola Youth Soccer Agreement

ATTACHMENTS:

1. Youth Sports Organization Field Lease Agreement

CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE
AGREEMENT

THIS LEASE AGREEMENT (the “**Lease**”) is made and entered into this _____ day of _____, 2025 (“**Effective Date**”), by and between the **City of Pensacola**, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the “**City**” or “**Lessor**”) and **Pensacola Youth Soccer, Inc.** (the “**Lessee**”), a Florida not-for-profit corporation whose principal address 707 East Cervantes Street, Suite B #114, Pensacola, Florida 32501.

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 3221 Langley Avenue Pensacola, FL 32504, known as **Hitzman-Optimist Soccer Field** (the “**Property**”). Lessor and Lessee mutually agree for Lessee to utilize the Property for conducting a youth soccer program (the “**Program**”) for the purpose of promoting positive physical, mental, and social development of participating youth.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall commence upon signature of the last signing party and terminate on June 30, 2028. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

4. TERMINATION FOR CONVENIENCE

Either Lessor or Lessee may terminate this Agreement for convenience by providing a minimum of one hundred eighty (180) days written notice to the other party of its intent to terminate this Agreement.

5. LEASE PAYMENTS

Lessee agrees to pay the City of Pensacola \$10 per participating child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins. Fee subject to annual review by Lessor and may increase no more than \$5 per participating child, per season within the first two years.

6. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Section 1. Any use for a purpose outside of the purpose stated within Section 1 must be approved by the Lessor in writing prior to that use by Lessee. Lessee agrees to coordinate and cooperate with the City’s Parks and Recreation Department for use of the Property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before

undertaking any activity on or near the Property that may adversely affect the adjacent residential or commercial property.

- a. **CONCESSIONS:** Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must comply with all applicable ordinances and health regulations. Lessor is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The Lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed and properly disposed of following such use.
- b. **FIELD MAINTENANCE:** City will maintain game fields and practice fields in its discretion and at its own expense, allowing for rest periods between seasons. Lessee agrees not to host any camps or clinics during rest periods without prior written permission from the City. Additional maintenance performed by Lessee shall be done only with express written consent by the Lessor and is considered optional and not reimbursable by the City.
- c. **PROHIBITED ACTIVITIES:** Lessee is strictly prohibited from organizing, sanctioning or scheduling any invitational tournaments, showcases, or non-league competitions unless explicitly approved in writing by the City. For the purposes of this Section, an "invitational tournament" is defined as any athletic event or series of games:
 - That includes teams outside of the regular league structure; and
 - That is attended based on a private or selective invitation.

7. **CONDITIONS OF USE**

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of this Agreement. Lessee agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Lessee is responsible for conducting all background checks and other requirements in accordance with Florida Statutes, in particular s. 943.0438, F.S., and is responsible for ensuring that all requirements have been timely and properly enforced. In addition, while engaging in activities upon City property and City owned facilities, the Lessee 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 charges listed in s. 435.04(2), F.S., and s. 435.04(3), F.S.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's board meeting schedule, constitution, by-laws, and standard operating procedures annually.

- e. Notify the City's Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the park resulting from the Program activities.
- g. Schedules and any subsequent schedule updates for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide the same to Lessor.
- j. Proof from marketing materials that Lessee advertised that residents of the City have a minimum of two (2) weeks advance notice and opportunity to register for the Program before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

8. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

9. CONSTRUCTION AND TITLE TO IMPROVEMENTS

Lessee shall not make any improvements to the Property without prior written permission from Lessor.

10. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time, including without notice.

11. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- a. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- b. That the Lessee shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear

and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 7(f) above.

- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by Lessee or Lessee's Program or related activities.

12. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

13. USE IS NOT EXCLUSIVE

Lessor grants Lessee use of the described Property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in Section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the Property shall prevail.

14. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

15. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B during the life of this Lease as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

16. PUBLIC RECORDS

The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

17. E-Verify

In compliance with the provisions of F.S. 448.095, the parties to this Lease and any subcontractors engaged in the performance of this Lease hereby certify that, to the extent required by Law, they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

18. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

“Equal Opportunity Provision”

- a. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.
- b. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers’ representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

19. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lessee shall be in default under the terms of this Lease upon the following events:

- a. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee’s business.

Lessor shall provide to Lessee in writing intention to terminate the lease within 15 days

in the event of default. The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

20. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
 c/o City Administrator
 222 West Main Street Pensacola, FL 32502

Lessee: Pensacola Youth Soccer, Inc.
 Attn: Josh Hadden
 707 East Cervantes Street, Suite B #114, Pensacola, Florida
 32501.
 850-366-8764
 josh@pensacolayouthsoccer.com

21. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by both the Lessor and Lessee.

22. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

23. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

24. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee.

25. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

26. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

27. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

Pensacola Youth Soccer, Inc.

CITY OF PENSACOLA, FLORIDA

Josh Hadden, President

D.C. Reeves, Mayor

Printed Name of above signature.

Printed Name of above signature.

Date: _____

Date: _____

Attest:

Corporate Secretary

Ericka Burnett, City Clerk

Approved as to Substance:

Kerry Shanaghan, Parks and Recreation

Director

Legal in form and valid as drawn:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM 222

WEST MAIN STREET, PENSACOLA, FL 32502

ATTACHMENT “B” INSURANCE AND INDEMNIFICATION

GENERAL

The term City, as is used in this section, is defined to mean the City of Pensacola, itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

COVERAGE

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City’s protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

Worker’s Compensation

The Lessee shall purchase and maintain Worker’s Compensation Insurance Coverage for all Workers’ Compensation as legally required. Additionally, the policy, or 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.

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola 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 Contract. 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 for liability must be provided. If the required limits of liability afforded should become impaired by reason of any claim, then the Lessee agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the Lessee shall furnish copies of the Lessee’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.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Lessee shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

INSURANCE OF THE LESSEE PRIMARY

The Lessee required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Lessee's coverage. The Lessee's policies of coverage will be considered primary as relates to all provisions of the contract.

LOSS CONTROL AND SAFETY

The Lessee shall retain control over its employees, agents, servants, 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 Lessee shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Lessee for the protection of all persons, including employees and property. The Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee'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.

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

This Contract is governed and construed in accordance with laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of the Contract. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) "Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED
SIGNATURE

Print Name and Title: _____

Date: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-994

Parks and Recreation Board

8/19/2025

PRESENTATION

SUBJECT:

Time Capsule Commemoration Project Proposal

ATTACHMENTS:

None



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1093

Parks and Recreation Board

8/19/2025

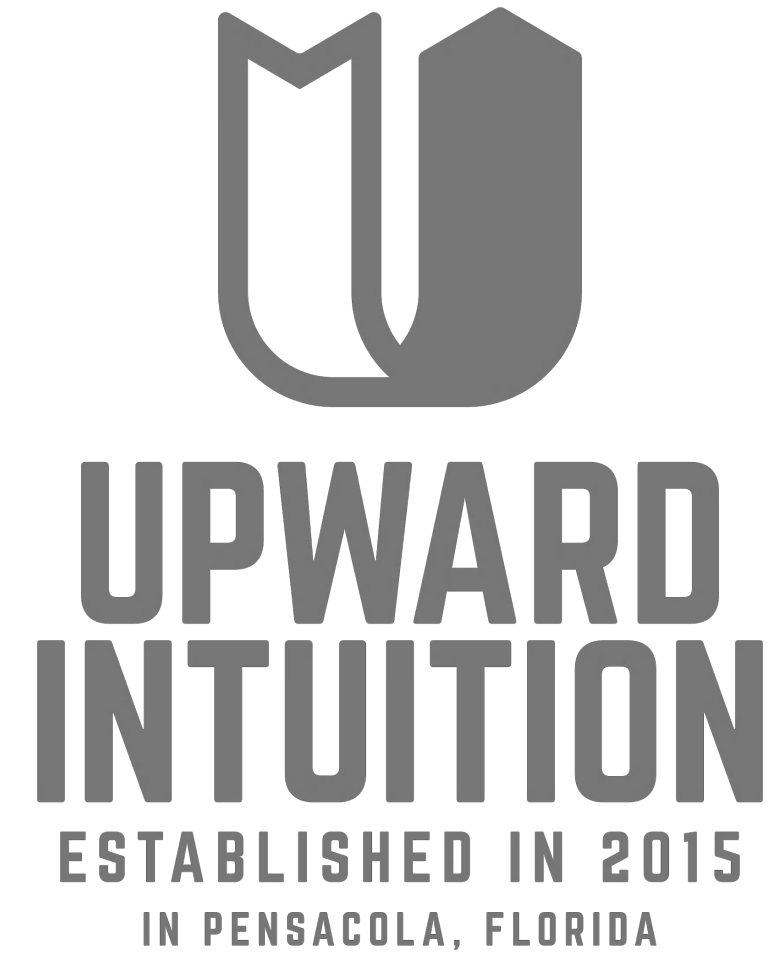
PRESENTATION

SUBJECT:

Upward Intuition - Skate Spot

ATTACHMENTS:

1. Skate Spot+



Skate Spot +

An urban design initiative developed with skateboarding in mind.

In partnership with East Hill Neighborhood Association

Pensacola Parks & Recreation Board Meeting
August 19, 2025

**What is the + in
Skate Spot + ?**

*It is an approach to bringing skating and the spirit
of inclusivity to kids within their neighborhoods
while improving the public realm*

What Skate Spot + **IS**



A PART OF
Something Bigger



NOT APART FROM
Everything Else

What Skate Spot + **IS NOT**



What Skate Spot + **IS NOT**



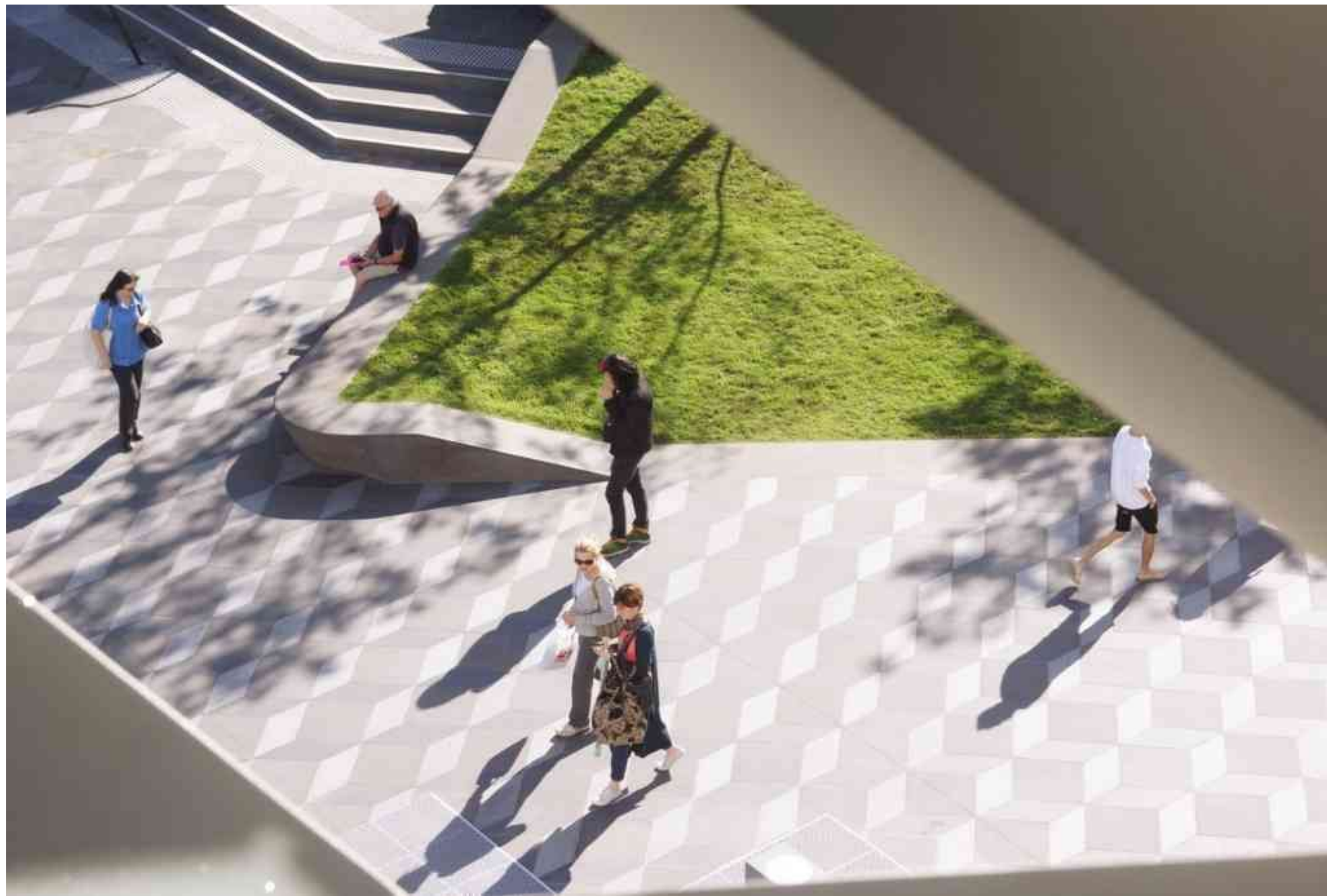
What Skate Spot + IS

An urban landscape feature intentionally built with skateboarding in mind.



What Skate Spot + IS

An urban landscape feature intentionally built with skateboarding in mind.



Why Skate Spot + ?



Not a Separate Place

Currently the only free, **legal** places to skateboard in Pensacola are at Chimes Way, Gull Point or at Blake Doyle Skate Park. These places are typical “**skatepark**” designs.

Chimes Way (above) and Gull Point are non-permanent ramps placed on concrete slabs. Gull Point is in need of maintenance and should be evaluated regarding safety concerns.

Why Skate Spot + ?



*By building a legal **Skate Spot+** within our neighborhoods skaters can be included in Pensacola's public space versus excluded from it.*

Our Mission

Upward Intuition's mission is to inspire and empower the next generation by creating opportunities for outdoor recreation, personal growth, and community connection. We believe in fostering inclusive spaces that encourage creativity, resilience, and a sense of belonging.

The four pillars of our foundation:

Community

Purpose

Trust

Education



Who We Are

In 2015, we launched Upward Intuition (501c(3)), with a mission to bring the first outdoor skatepark to Pensacola.

Since the much celebrated opening of Blake Doyle Skatepark at 501 N Hayne Street in Pensacola in 2022 (a 25,000 SF park), youth and adults alike enjoy the skate park throughout the year. It has become one of the most frequented parks in the City and has built an impressive culture of cleanliness, fun and respect.



The Journey

Upon the passing of Avery Stark, a 11-year old skater who tragically passed while skateboarding, Upward Intuition took up the mission to create smaller, more accessible skate spots for all-wheel recreation and users to allow kids to more safely access public areas.

We believe that the establishment of additional **Skate Spot+** locations throughout Pensacola will reduce accidents among children and provide safe recreational outlets that inspire and empower young people.



Project Description

The proposed location for **Skate Spot +** is along the Eastern edge of Cordova Square in the East Hill Neighborhood of Pensacola.

It will provide between 5,000 sf and 8,000 sf of **safe area for all wheel recreation and skateboarding** while respecting the existing park and character.



Project Description

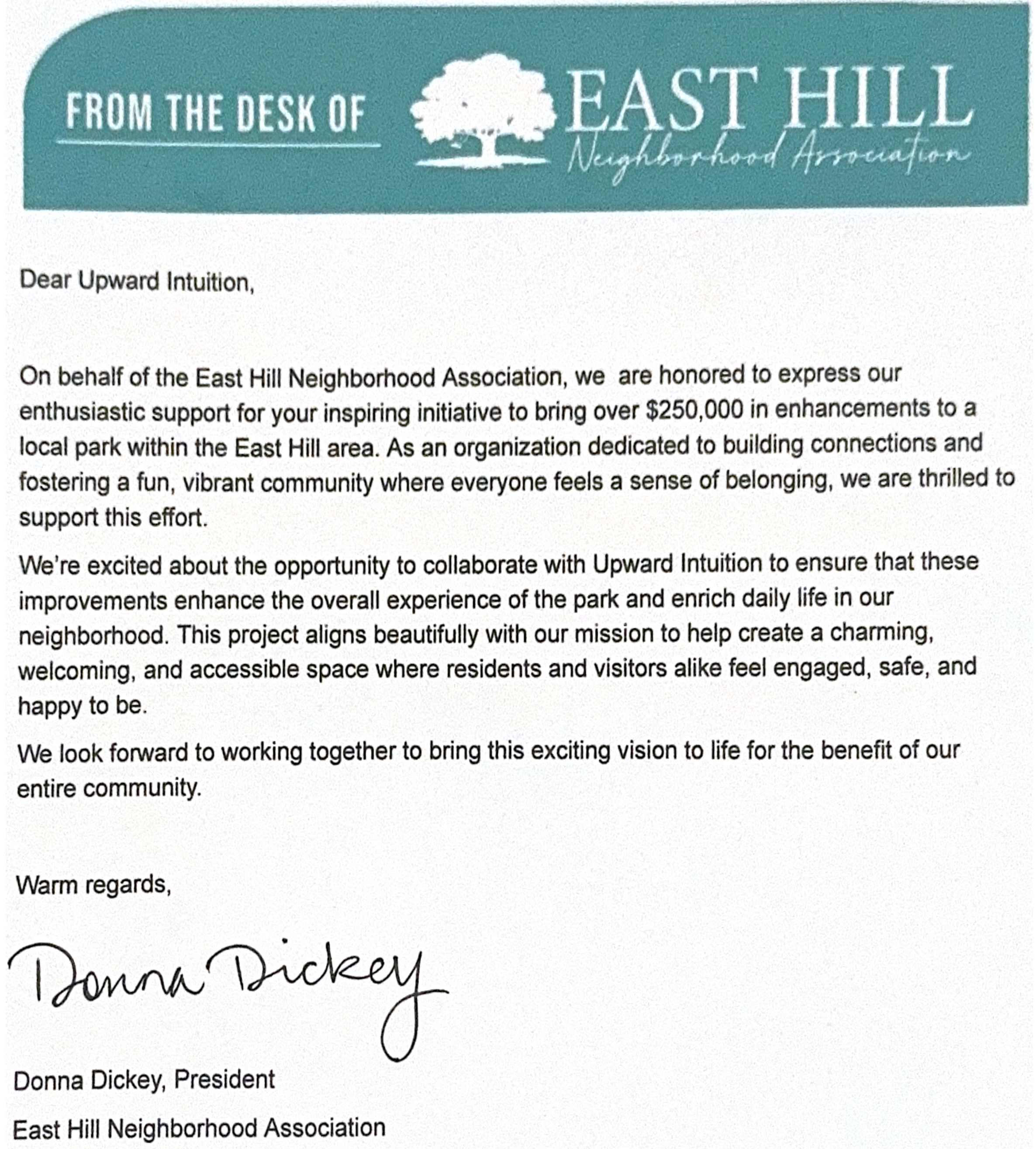
Envisioned as an **urban design project**, it also aims to **encourage improvements** to the surrounding district with a walkable, tree-lined 12th Avenue, traffic calming and crosswalks.



Community Feedback

Through Community outreach, surveys and meetings, we have received much support as well as opposing viewpoints.

We aim to continue this dialogue and encourage the City, the Community, our neighbors and friends to work with us to help Pensacola improve the quality of the public realm and the activities proposed by **Skate Spot +** for generations to come.



Survey Results

Respondents were provided with online and paper surveys at Community Input Meeting #1. Respondents were asked to select their top picks for park elements from a list. 115 surveys were completed. A short synopsis of the results are detailed below highlighting those selected most frequently in each of the categories:

Basic Elements:

shade, seating and lighting

Activities:

skateboarding, food trucks, markets

Landscape:

tree preservation, native plants, butterflies

Community Feedback

"At first I was against the idea due to possible loss of a green space, but now that I understand the scope and size of this proposal, I'm apt to agree with the idea that we can have both in a park that size."

- East Hill Neighborhood Association Page Commenter

Community Feedback

“My grandson is just learning to skate. He finds the larger skate park quite intimidating. A smaller, dedicated space would be a wonderful and much needed addition, particularly for younger and less experienced skaters...We want to express our strong support for the proposed skate spot and thank you for championing this idea. We truly believe it will be a significant asset to our neighborhood”

- East Hill Resident, E. DeSoto & 15th

Community Feedback

A woman in a white tank top and shorts stands on the left, holding a smartphone to take a photo. In the center, a child wearing a red and white helmet and light-colored shorts stands on a skateboard. To the right, a man in a dark cap and sunglasses stands on a skateboard. They are at an outdoor skate park with ramps and a grassy area in the background under a blue sky with clouds.

“My biggest issue here is they need to pick a better location. Cordova Square is a great green space not for a skate spot. The NB Cook school, walkers, kids playing, markets all use.”

- East Hill Neighborhood Association Facebook Page Commenter

Community Feedback

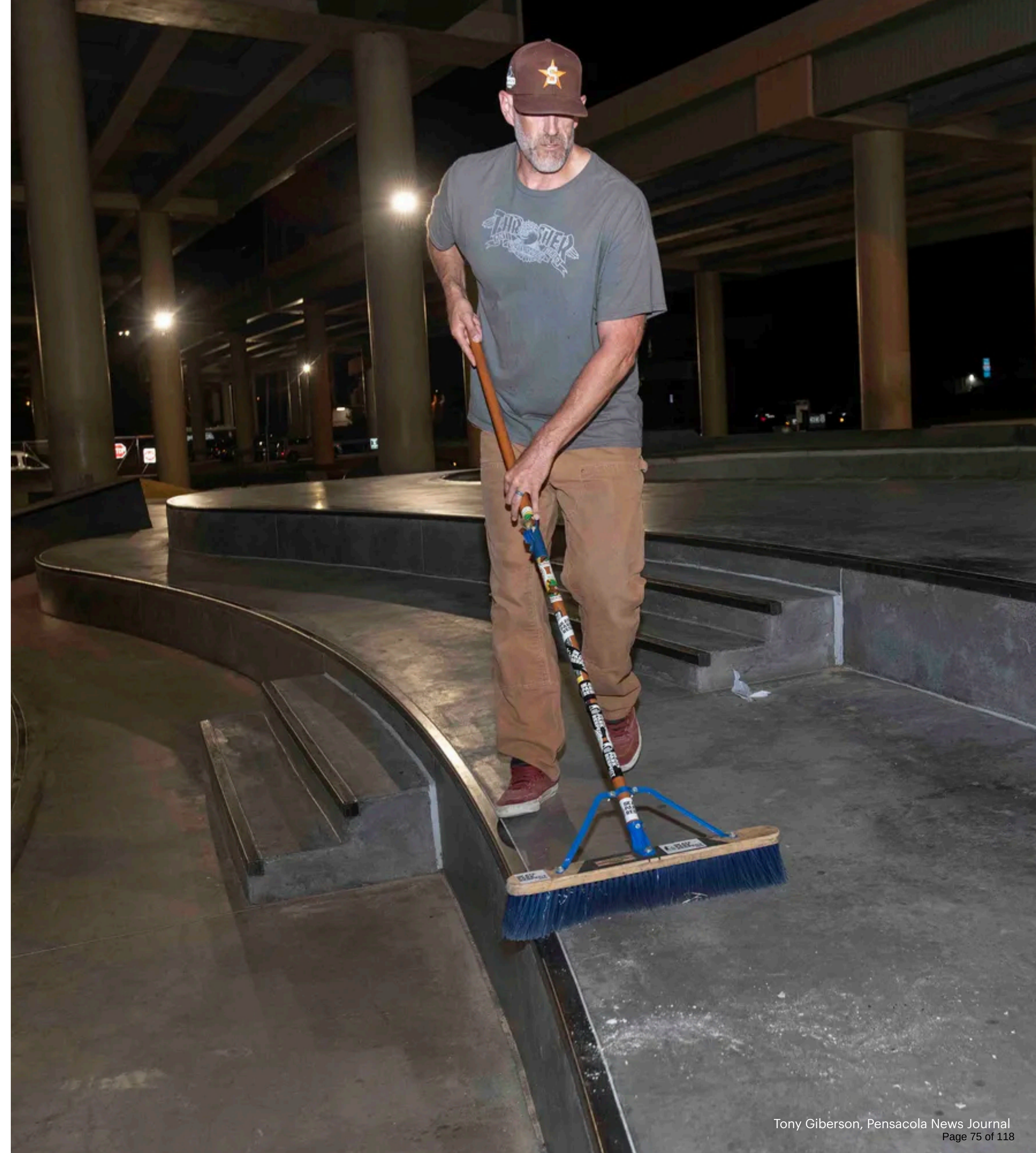
"Kids skating is much better than getting into trouble or sitting in front of a screen all day...kids being active is very important."

- East Hill Neighborhood Association Facebook Page Commenter

Stewardship Program

Currently, many **Volunteers** inspired by Brian Wilson, are cleaning Blake Doyle Skatepark on a **daily basis**.

A Stewardship Program is being built with those volunteers. Starting with Cordova Square, each project moving forward will utilize this program for all maintenance outside of the City's responsibilities. These responsibilities are being defined in a **Stewardship Agreement** dictated by the City and agreed upon by Upward Intuition.



Stewardship Agreement

Upward Intuition's goals in establishing a Stewardship Agreement are to:

- **maintain the Cordova Square Skate Spot + by keeping the site clean,** placing trash in receptacles provided by the City
- expeditiously **remove any graffiti, trash or spills** that appear with solvent(s) or equivalent
- **monitor emerging park concerns** including suggesting maintenance to the cosmetic and structural elements of the park as needed

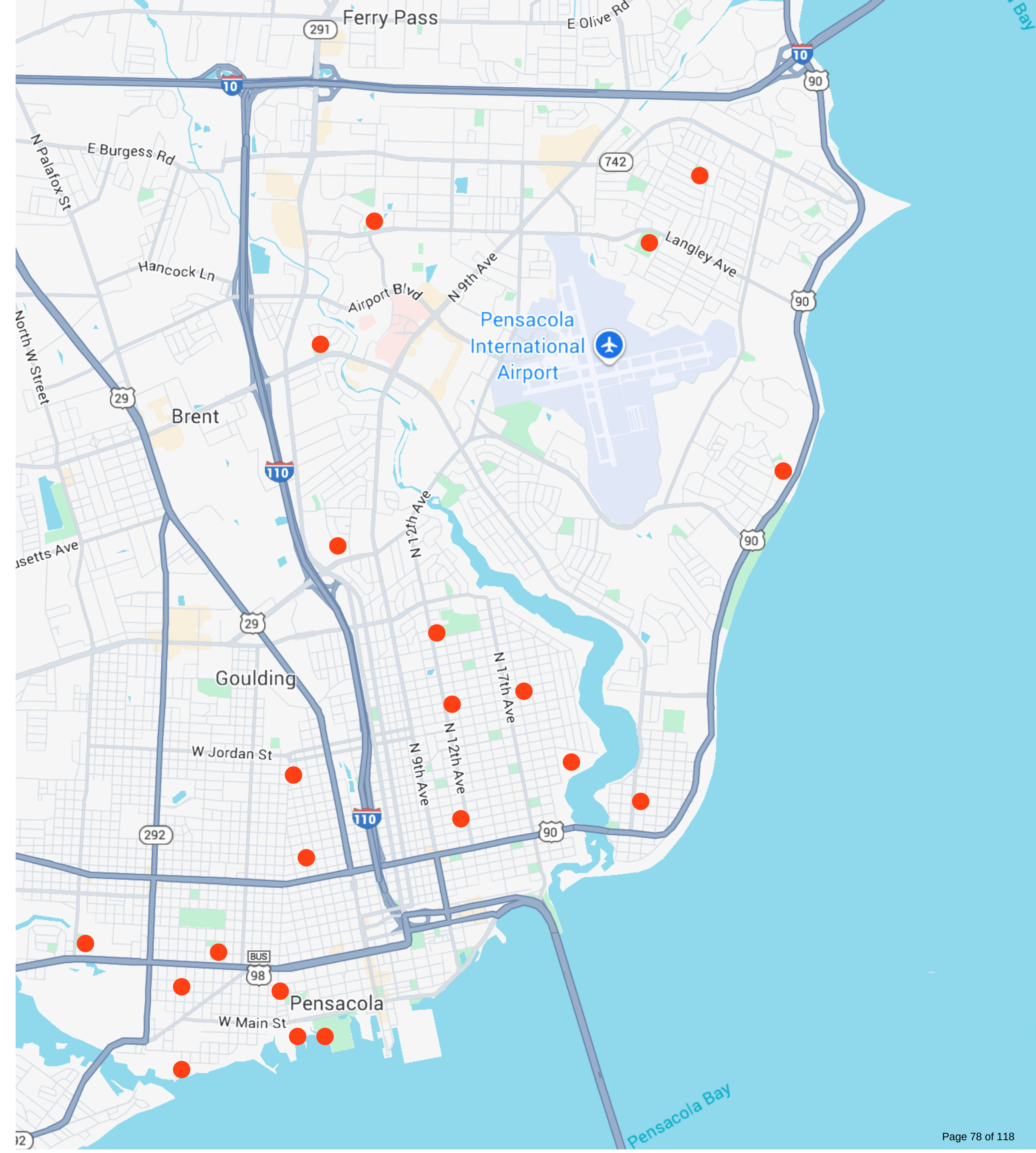


Analysis & Understanding

Site Selection

The process to determine that Cordova Square is the most appropriate location in Pensacola for **Skate Spot+** did not happen overnight.

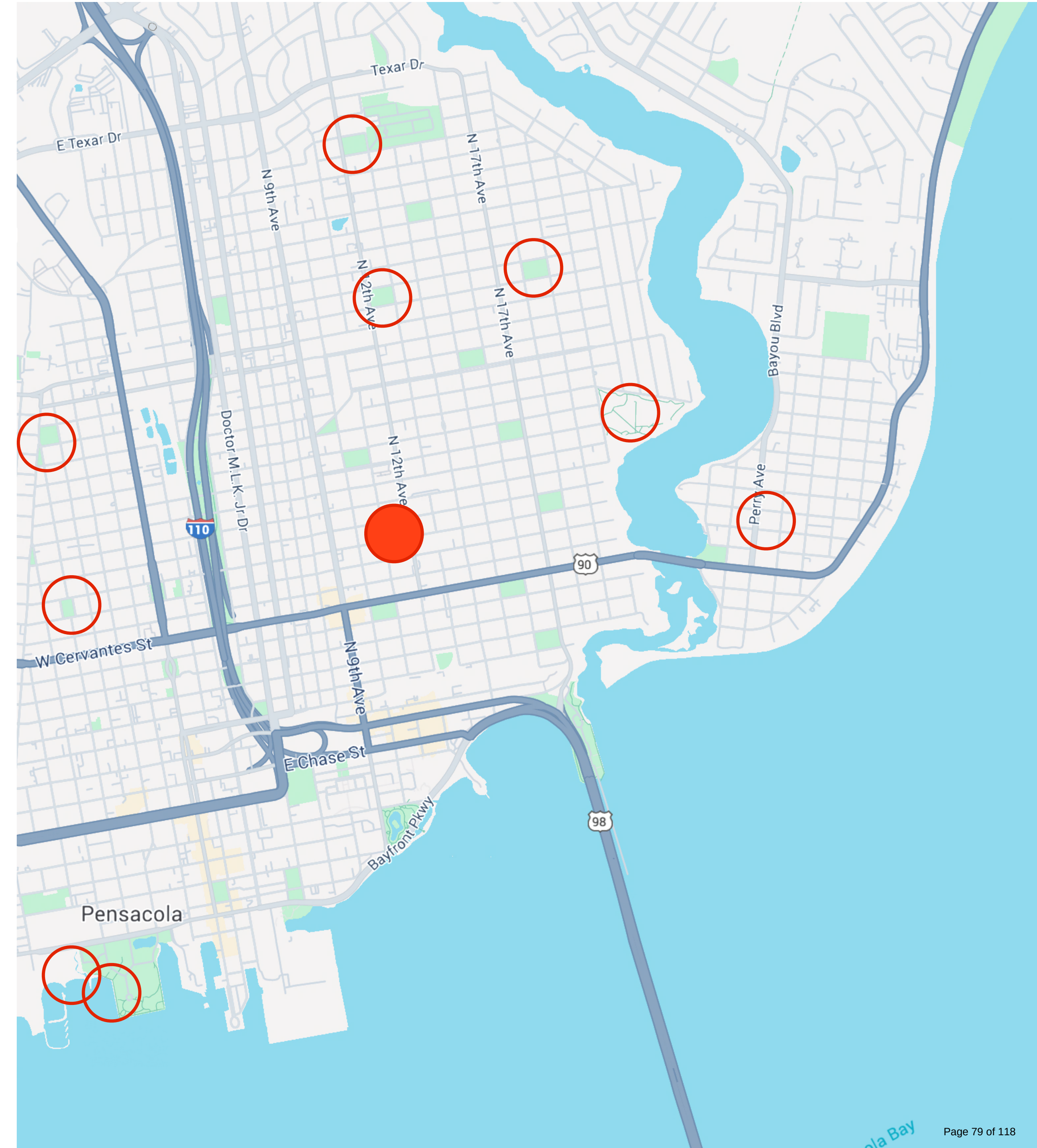
The consideration of dozens of potential sites was conducted with thoughtful and realistic examination.



Site Selection

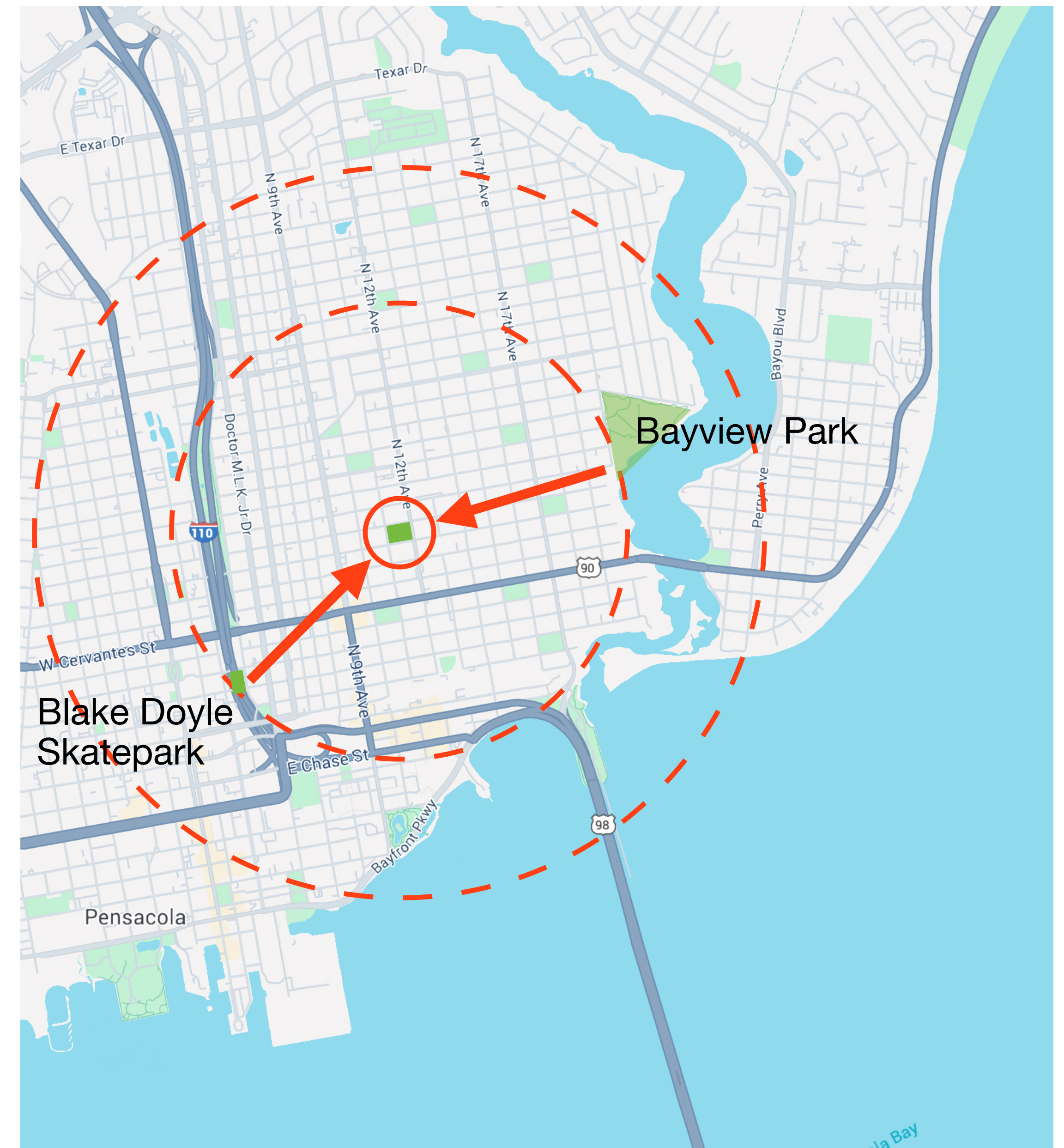
And the ultimate determination that Cordova Square Park was high on the list took the following factors into consideration:

- **Counsel** from City Staff and the Mayor.
- Alignment with the goals of **Strive to Thrive 2035**.
- The **history of Cordova Square** as a vital crossroads in East Hill and the City of Pensacola.
- The **potential of North 12th Avenue** as a vibrant, walkable street and civic gateway into East Hill.



City Context

Originally called New Town the area of East Hill was laid out with a network of block parks, of which, Cordova Square was built in 1884. Today it is very centrally located between Bayview Park, Blake Doyle Skatepark and much of East Hill.



Cordova Square _ Existing Conditions



Character

The park is not unlike most of the East Hill green spaces with refreshing shade from mature live oak trees, a children's playground, a gazebo and the diagonal pathways.



It's identity along N 12th Avenue, the commercial corridor of East Hill, is less attractive with often-empty diagonal on-street parking, an unshaded sidewalk and a lack of pedestrian amenities.

Cordova Square _ Existing Conditions



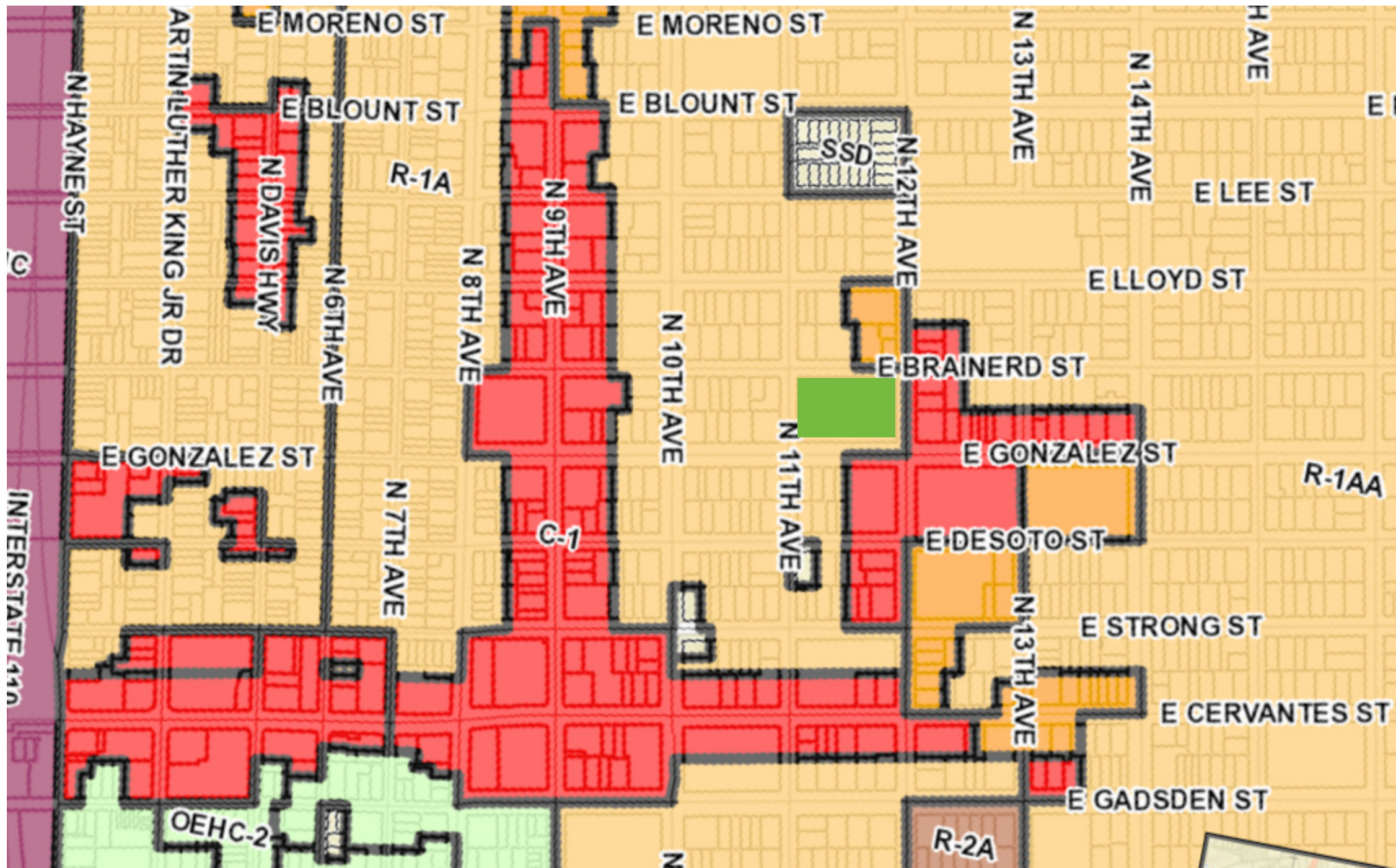
Activities

The park is used in a variety of ways from the occasional playground visitors, dog-walking and strolling to personal fitness and schools utilizing the open areas for recess activities.



There are also a few daily food vendor carts as well as the much-loved seasonal Makers Markets that fill the park with artisan tents, live music and performances.

Cordova Square _ Existing Conditions



Land Use

Cordova Square is located along the commercial corridor of N 12th Avenue north of Cervantes Street.

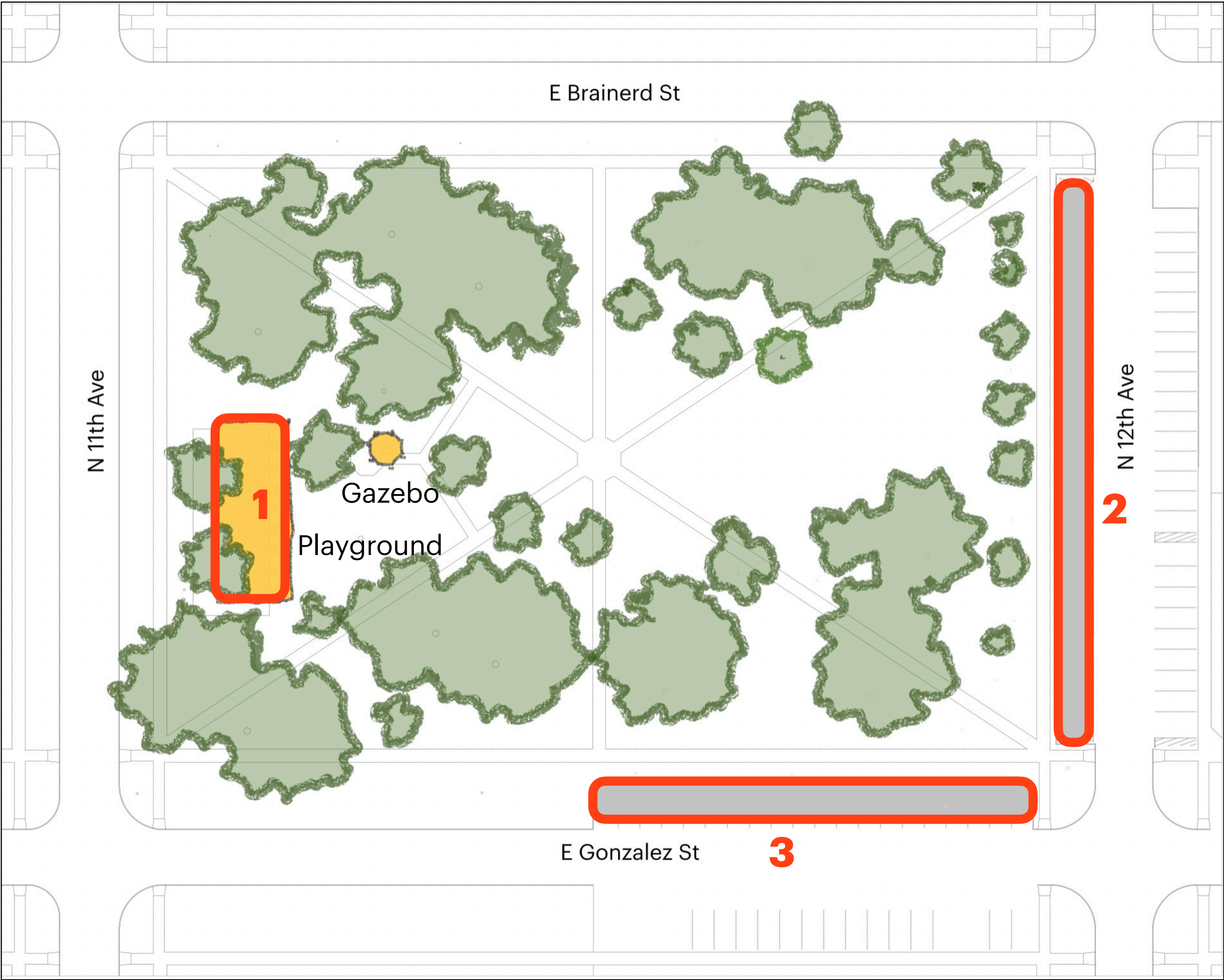
Cordova Square, unlike most of the green block parks of East Hill which are almost entirely framed by residential, is zoned with 40% commercial frontage, and 34% actual commercial use.

Cordova Square _ Existing Conditions

Scale Comparisons

Cordova Square is approximately **145,000sf**, which is well over 3 acres or 3 football fields. Current elements in the park include:

- 1. Playground** **3,000sf**
- 2. Parking N12th** **5,000sf**
- 3. Parking E Gonzalez** **3,700sf**

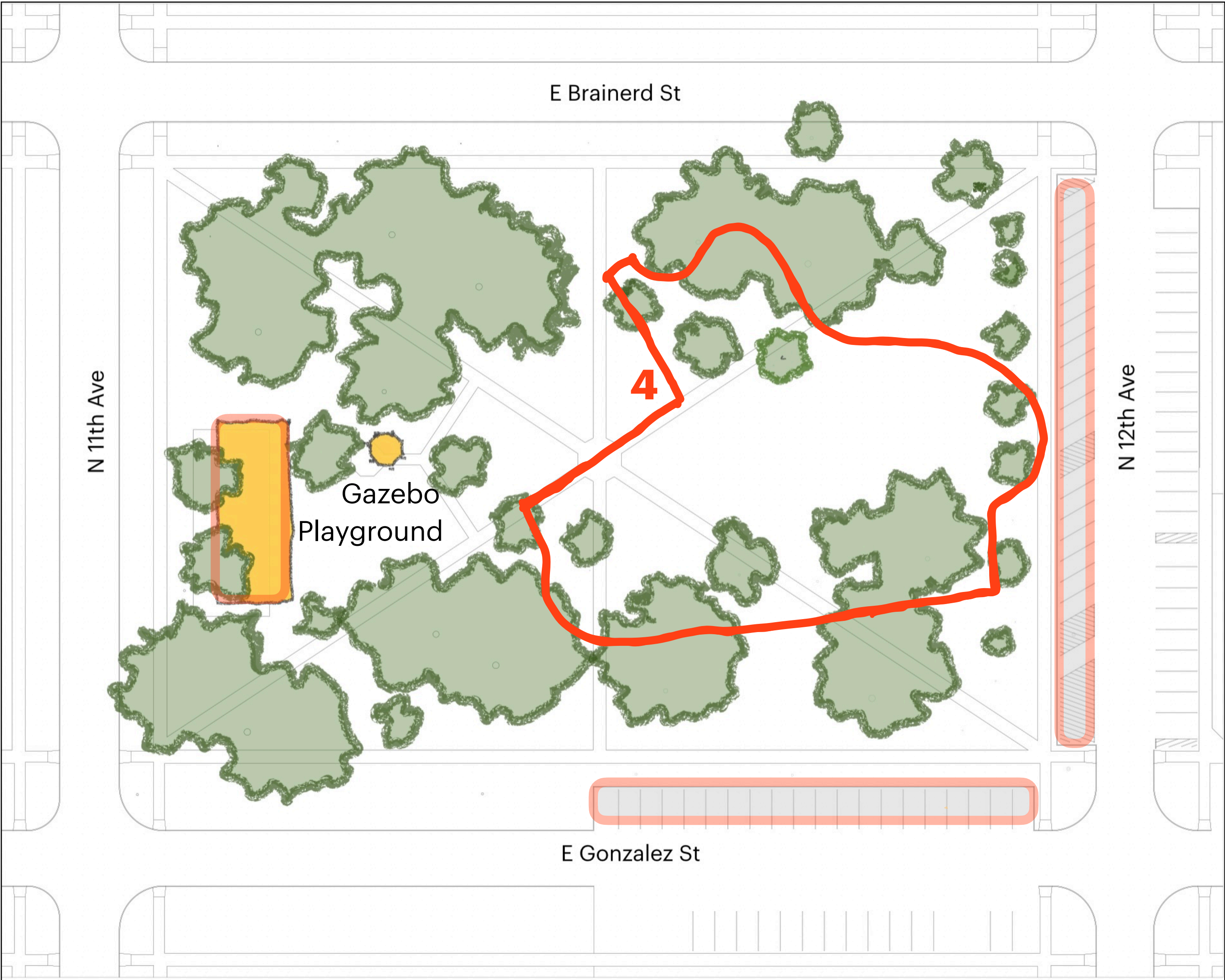


Cordova Square _ Existing Conditions

Scale Comparisons

Cordova Square is approximately **145,000sf**, which is well over 3 acres or 3 football fields. Current elements in the park include:

- 1. Playground 3,000sf
- 2. Parking N12th 5,000sf
- 3. Parking E Gonzalez 3,700sf
- 4. Blake Doyle 25,000sf**



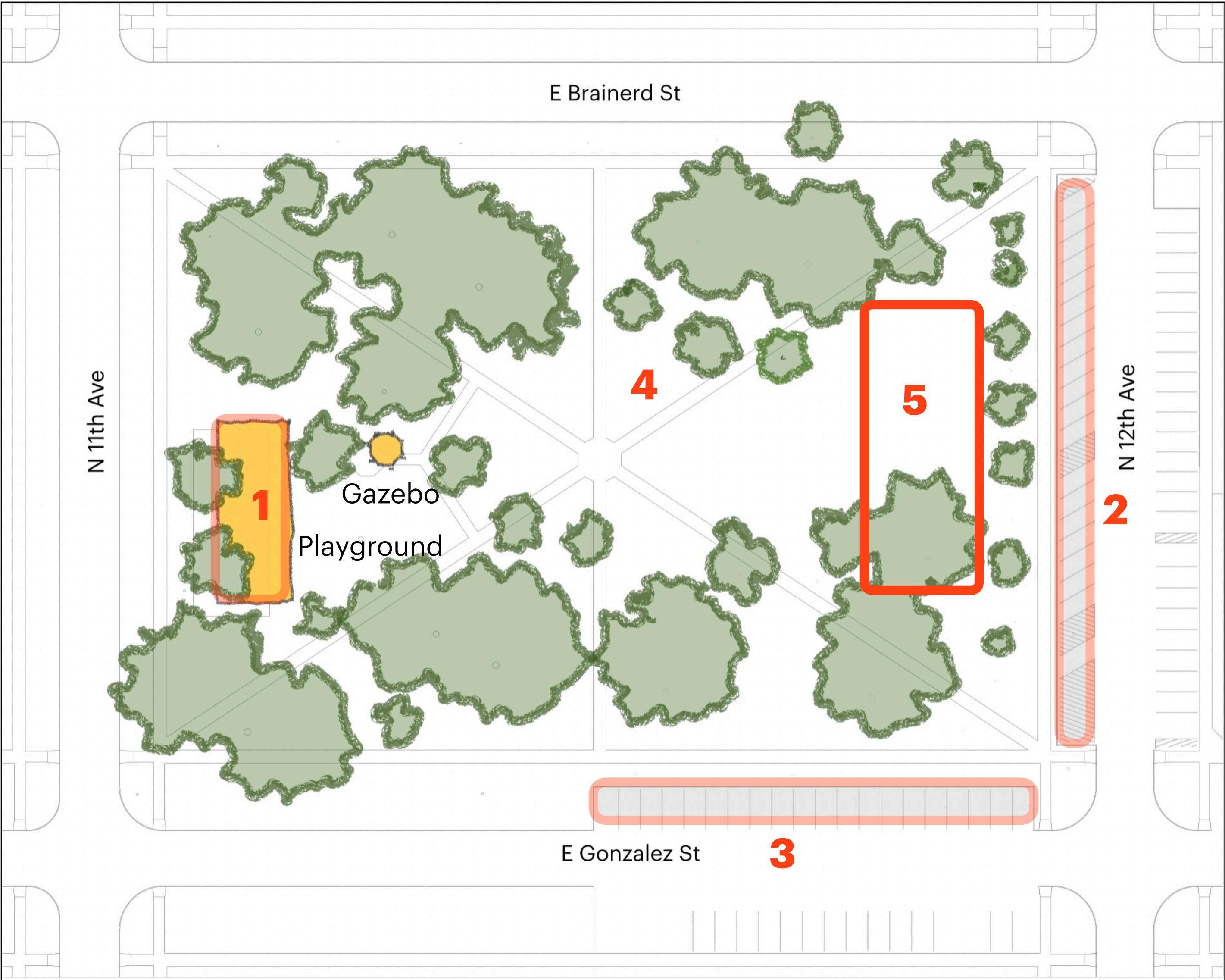
Cordova Square _ Existing Conditions

Scale Comparisons

Cordova Square is approximately **145,000sf**, which is well over 3 acres or 3 football fields. Current elements in the park include:

- | | |
|------------------------|----------------|
| 1. Playground | 3,000sf |
| 2. Parking N12th | 5,000sf |
| 3. Parking E Gonzalez | 3,700sf |
| 4. Blake Doyle | 25,000sf |
| 5. Skate Spot + | 8,000sf |

The skateable area would be less than 6% of the overall park.



Framework Approaches

Framework Approaches

Each of the concept design framework alternatives aims to address the following:

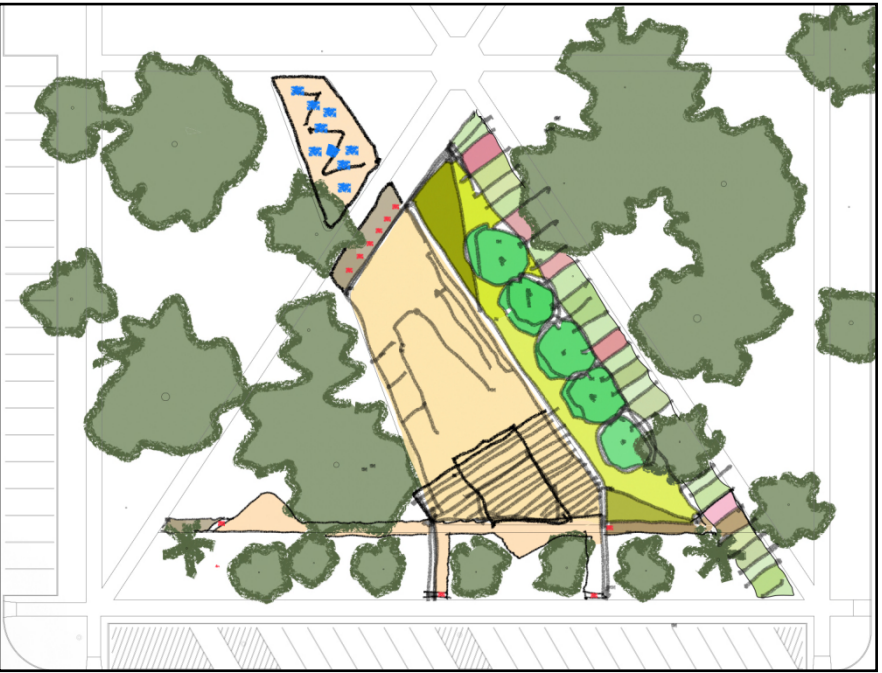
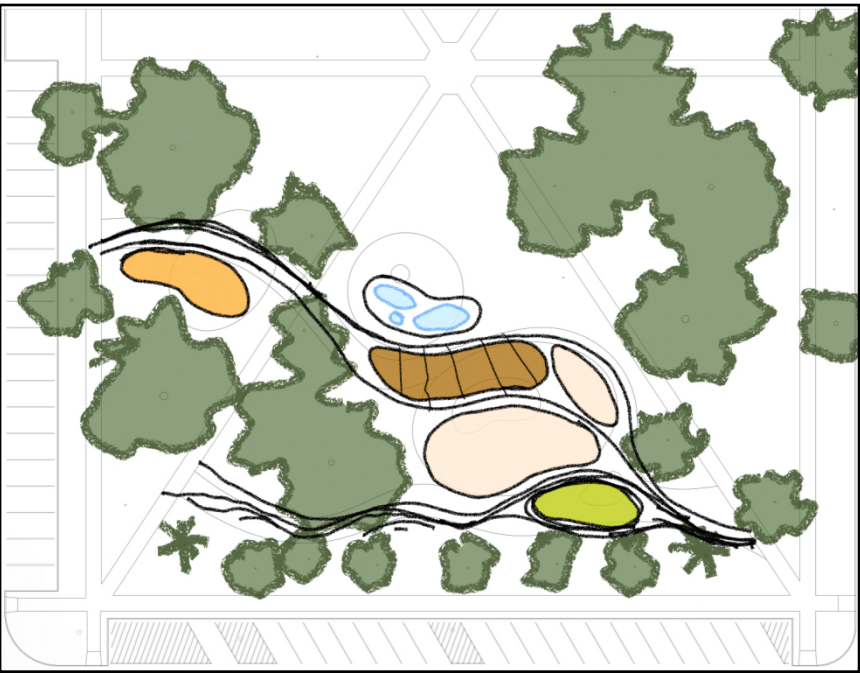
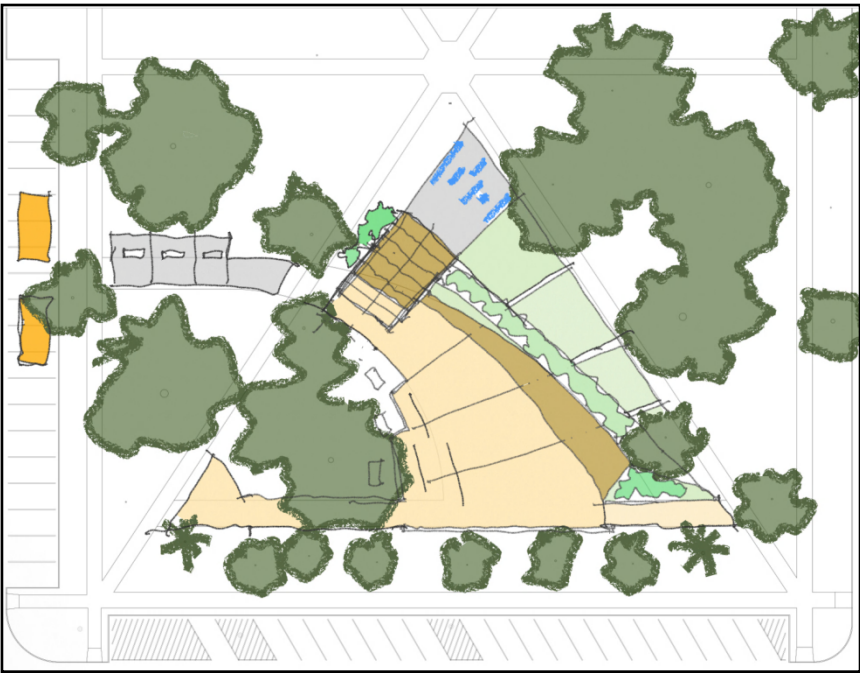
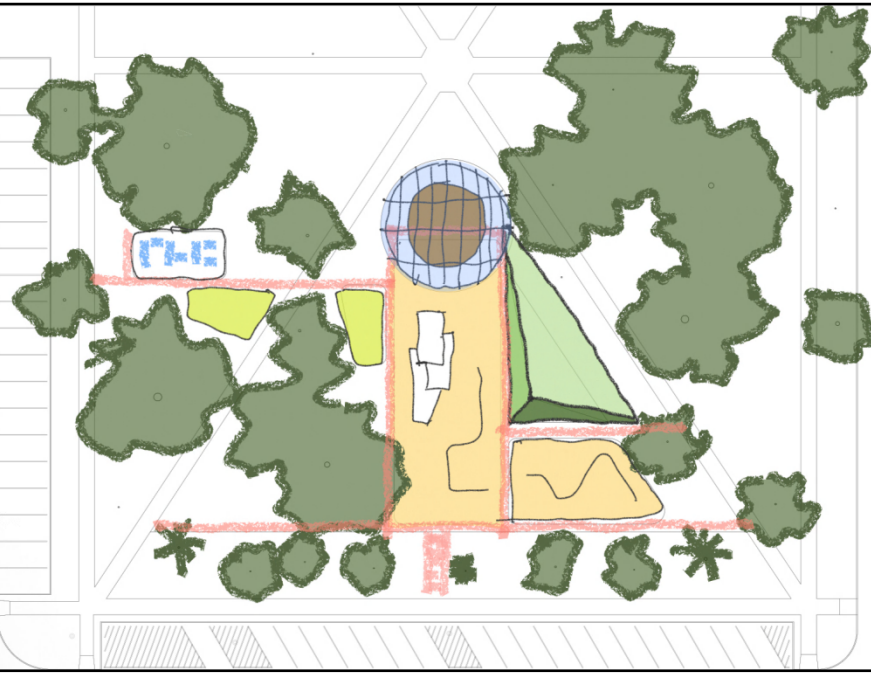
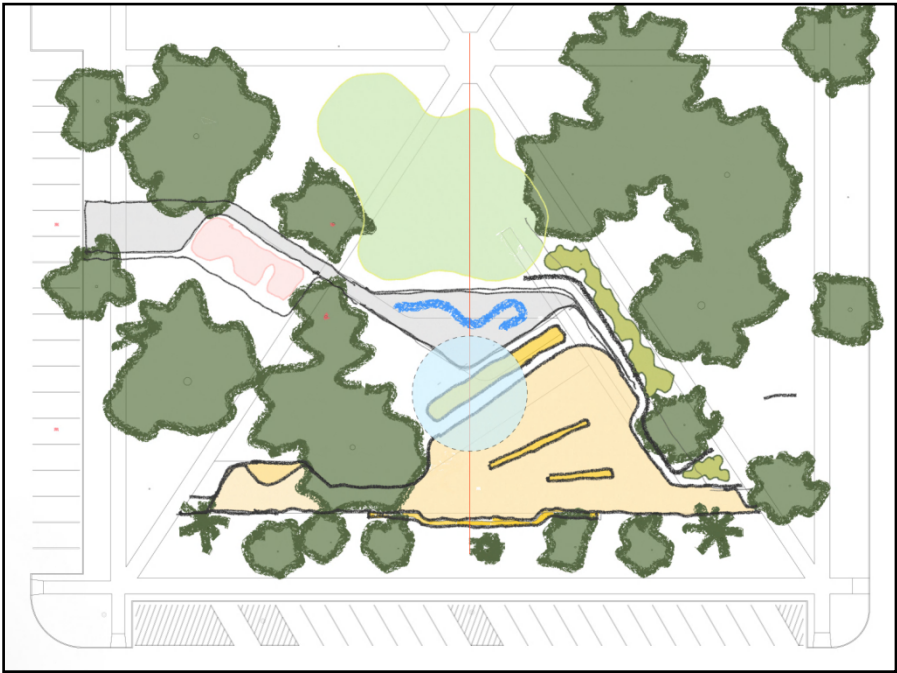
- 1.** Preserve tree canopy
- 2.** Position closer to N12th
- 3.** Encourage more pedestrian friendly streets
- 4.** Provide respectful buffers towards residences
- 5.** Encourage future public realm improvements such as crosswalks and street trees

Objectives



Framework Approaches

5 Ideas



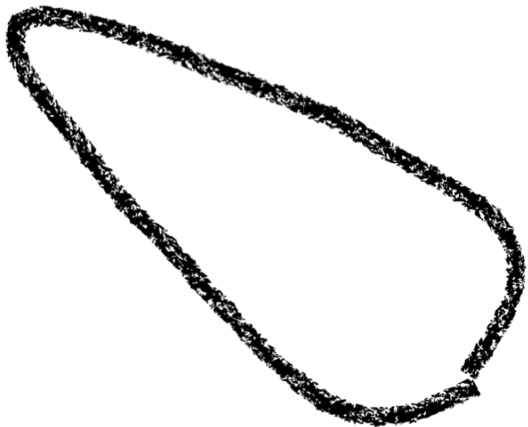
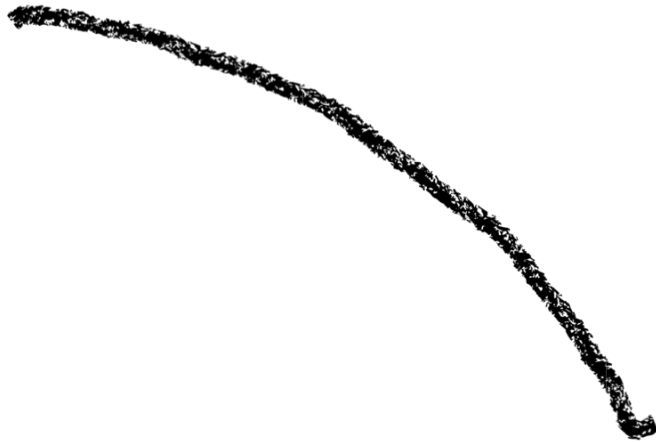
01 Circuits

02 Rooms

03 Wave

04 Islands

05 Wings



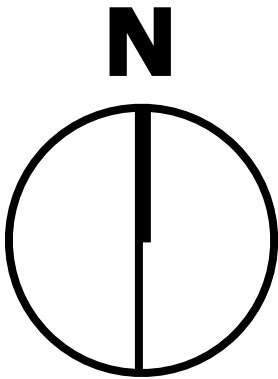
Framework Approach 01

Circuits

Concept

A network of pathways or courses interconnect with the existing park paths and weave between the existing tree canopies.

This approach consolidates the skating area towards the Eastern edge along N 12th Ave with a garden walk linking South to E Gonzalez Street.



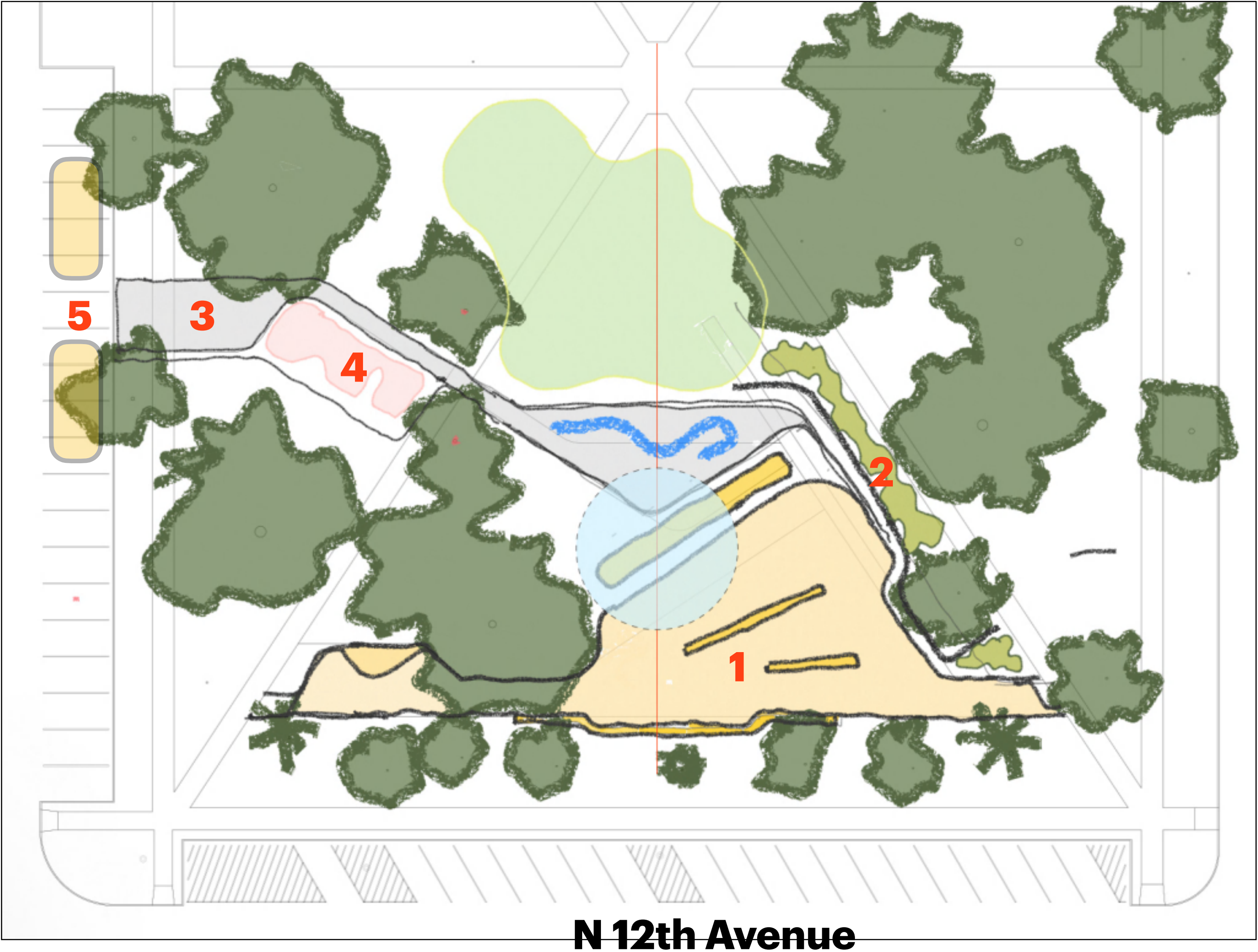
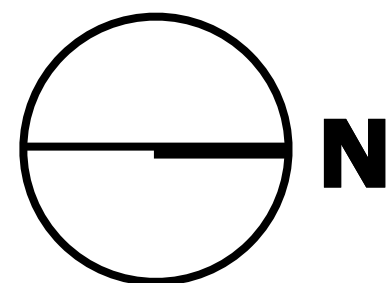
Framework Approach 01

Circuits

Detail Plan Key

- 1. Skate Plaza
- 2. Planted Berm Buffer
- 3. Pop-up Vendor Space
- 4. Pollinator Garden
- 5. Food Truck Stop

NOTE: Plan rotated for detail

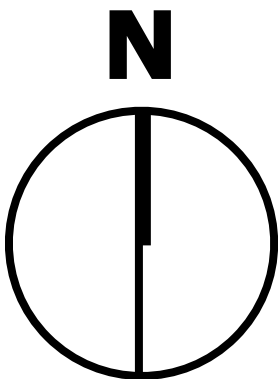


Framework Approach 02

Rooms

Concept

A series of orthogonal pathways and rectangular 'rooms' respects the historic organizing principal of the layout of East Hill and Downtown. A main skating area responds to the symmetry of the park with a network of smaller spaces for a variety of activities. A platform reinforces the use of the central area of the park for events and gatherings.

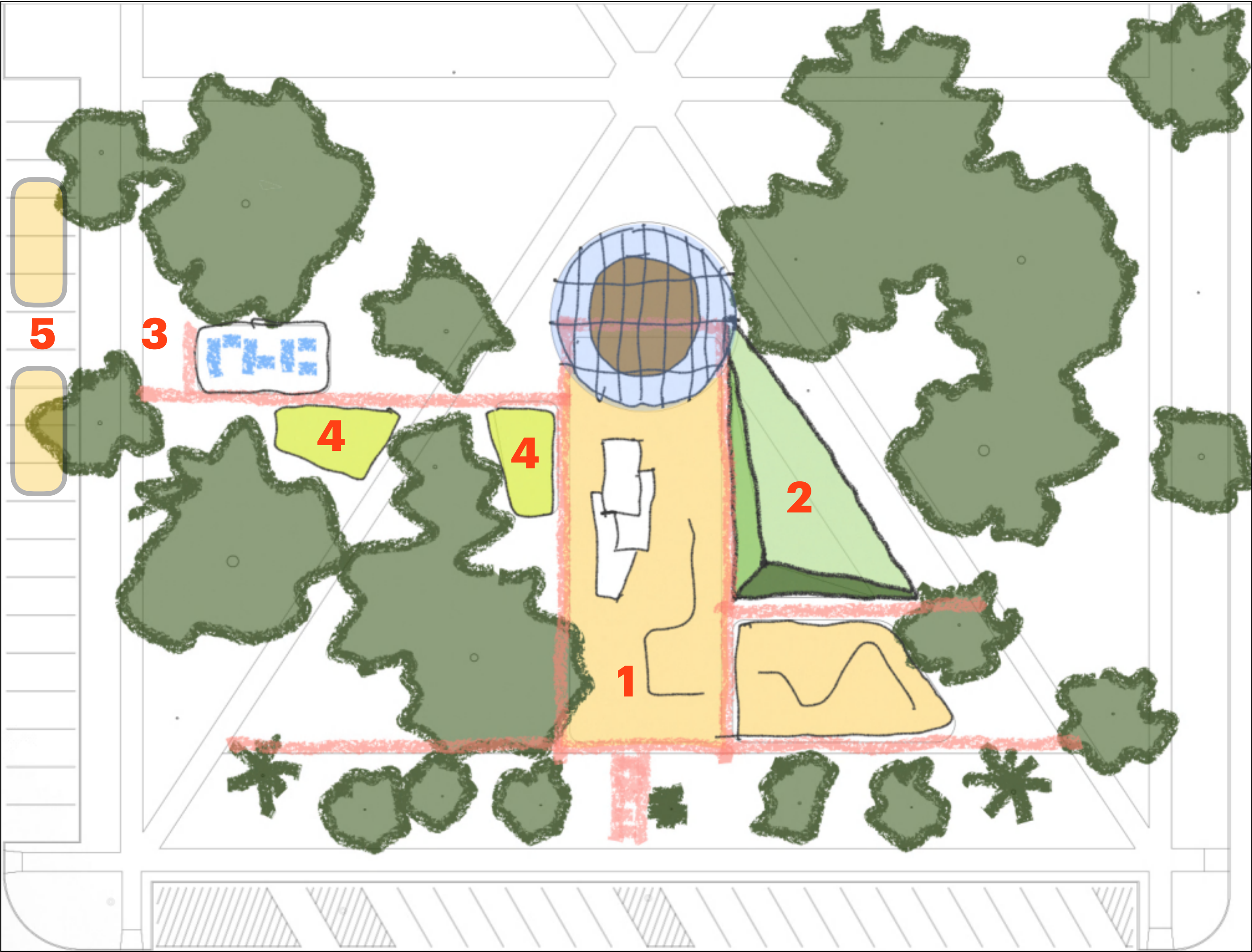


Framework Approach 02

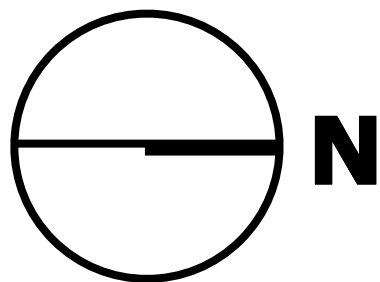
Rooms

Detail Plan Key

- 1. Skate Plaza
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- 3. Pop-up Vendor Space
- 4. Pollinator Garden
- 5. Food Truck Stop



NOTE: Plan rotated for detail



N 12th Avenue

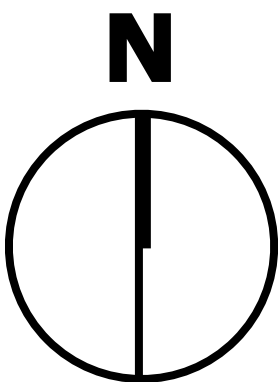
Framework Approach 03

Wave

Concept

A singular arc creates a unifying gesture and spatial experience in the skate plaza which opens up to N 12th Ave.

A planted land berm along the northern edge of the arc helps to contain the plaza and will mitigate noise issues along N Brainerd St.



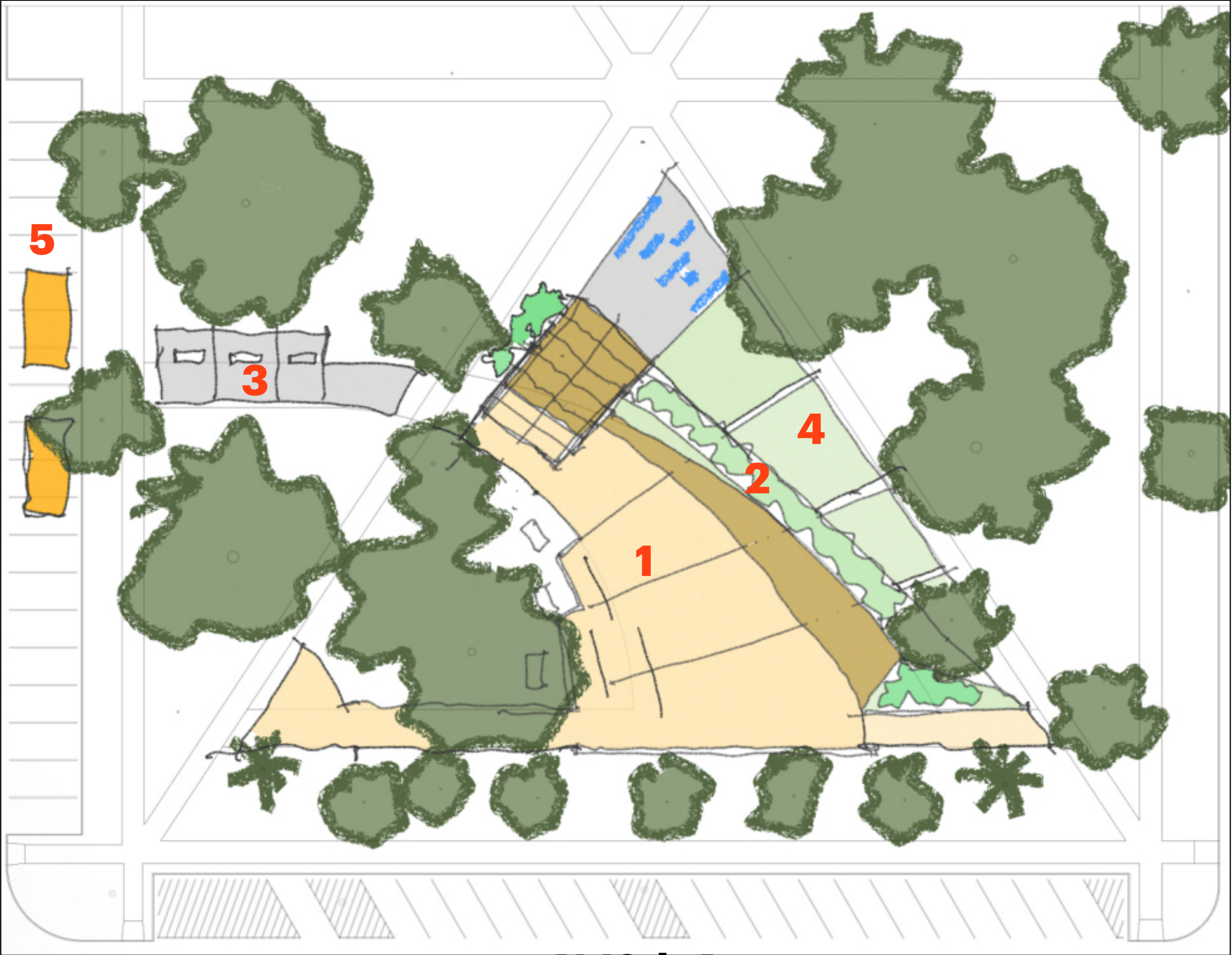
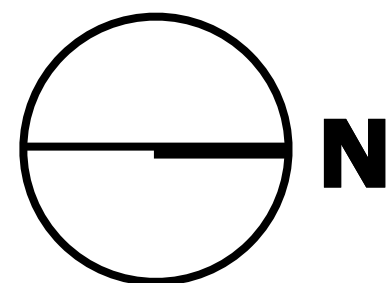
Framework Approach 03

Wave

Detail Plan Key

- 1. Skate Plaza
- 2. Planted Berm Buffer
- 3. Pop-up Vendor Space
- 4. Pollinator Garden
- 5. Food Truck Stop

NOTE: Plan rotated for detail



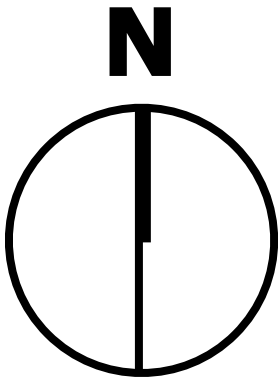
N 12th Avenue

Framework Approach 04

Islands

Concept

Streams of organic pathways flow through a series of program islands. The main skate spaces and platform occupy the central open area with smaller garden, picnic and splash plaza on the edges.

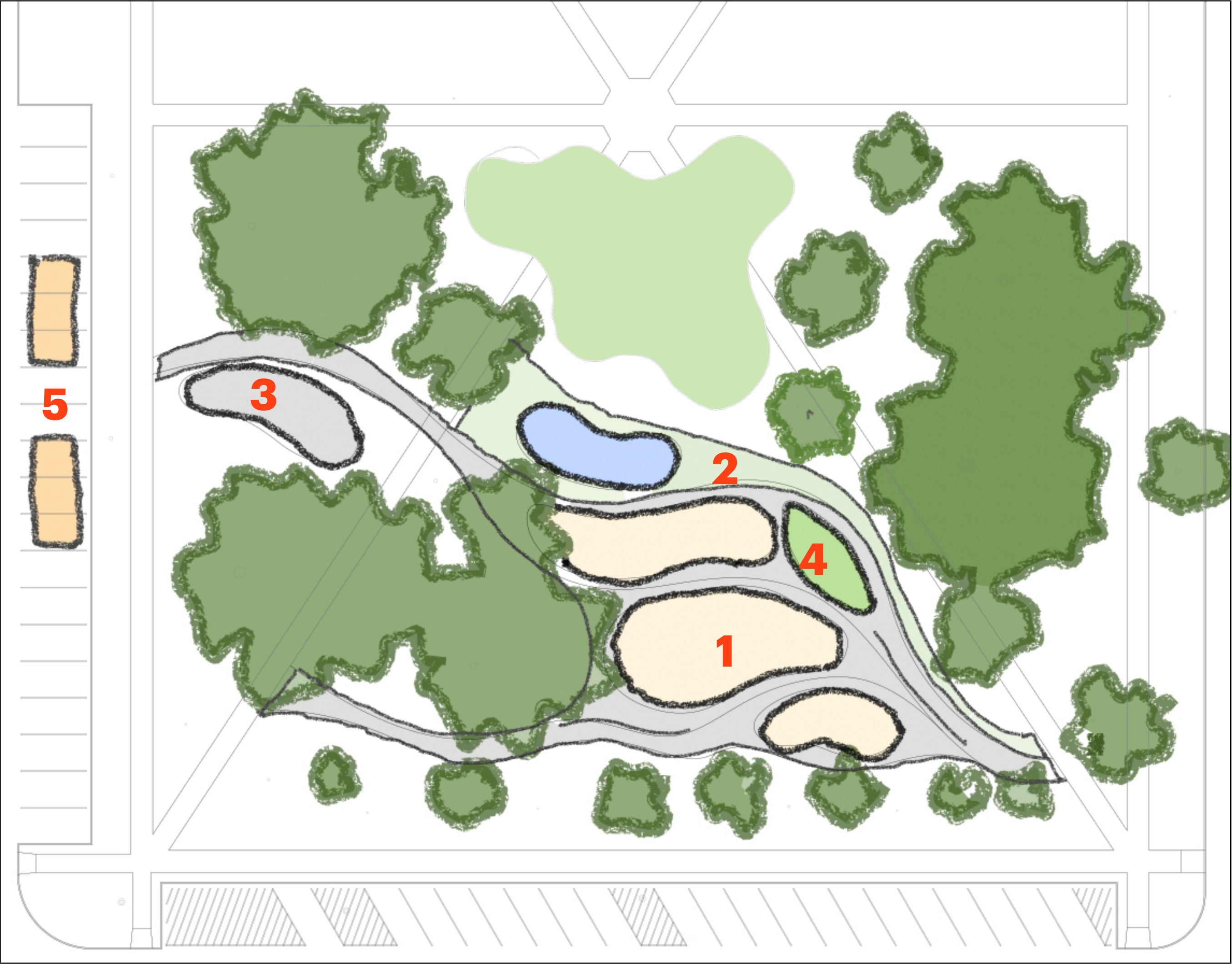


Framework Approach 04

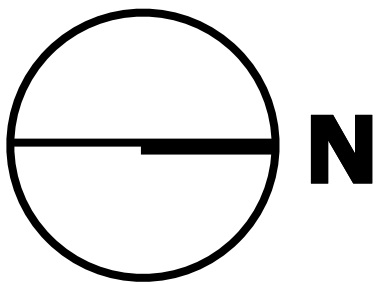
Islands

Detail Plan Key

- 1. Skate Plaza
- 2. Planted Berm Buffer
- 3. Pop-up Vendor Space
- 4. Pollinator Garden
- 5. Food Truck Stop



NOTE: Plan rotated for detail



N 12th Avenue

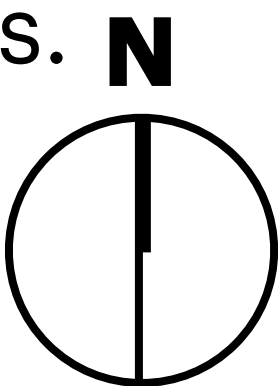
Framework Approach 05

Wings

Concept

A wing shaped plaza unifies the Eastern side of the park. The central skate plaza is defined on the north by a garden berm (buffer) and the existing oak trees to the south.

This option opens onto N 12th Ave to reinforce the urban character of the street and provide pop-up vendors, picnic space and opportunities during festivals.

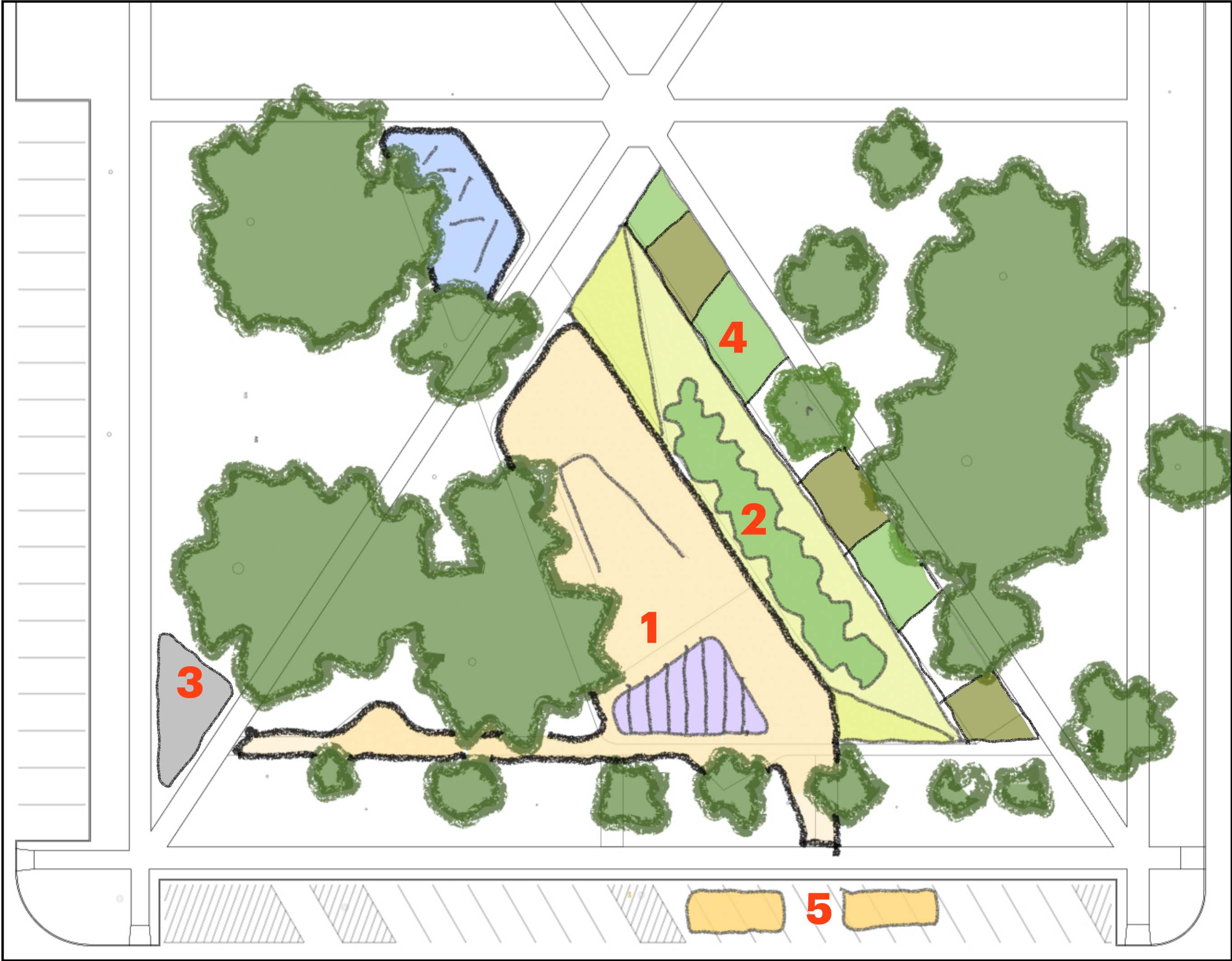


Framework Approach 05

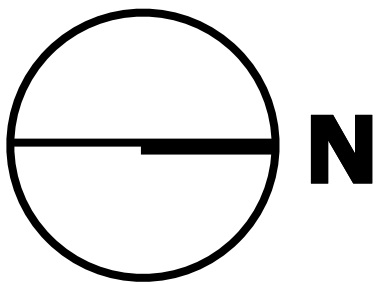
Wings

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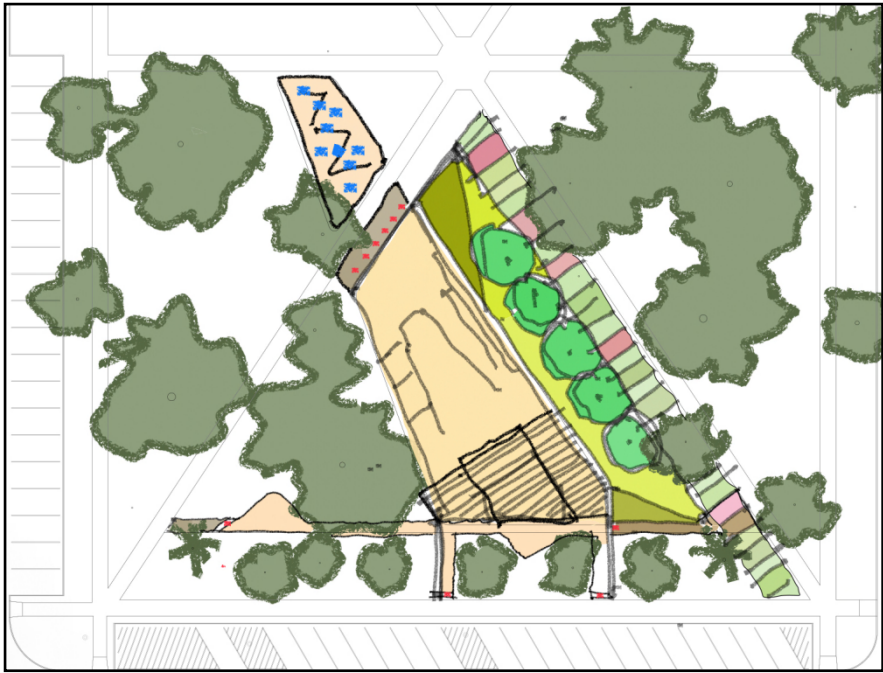
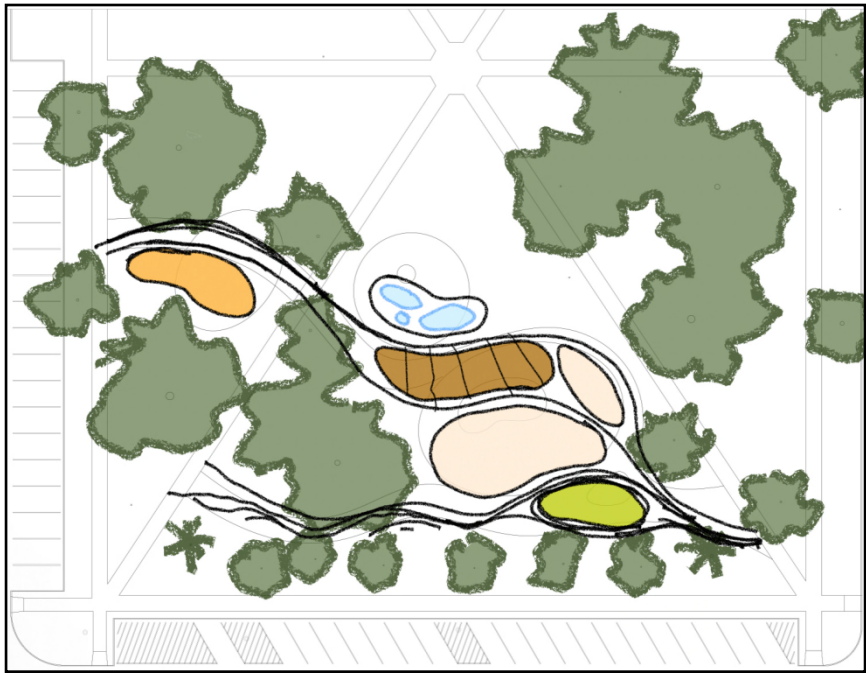
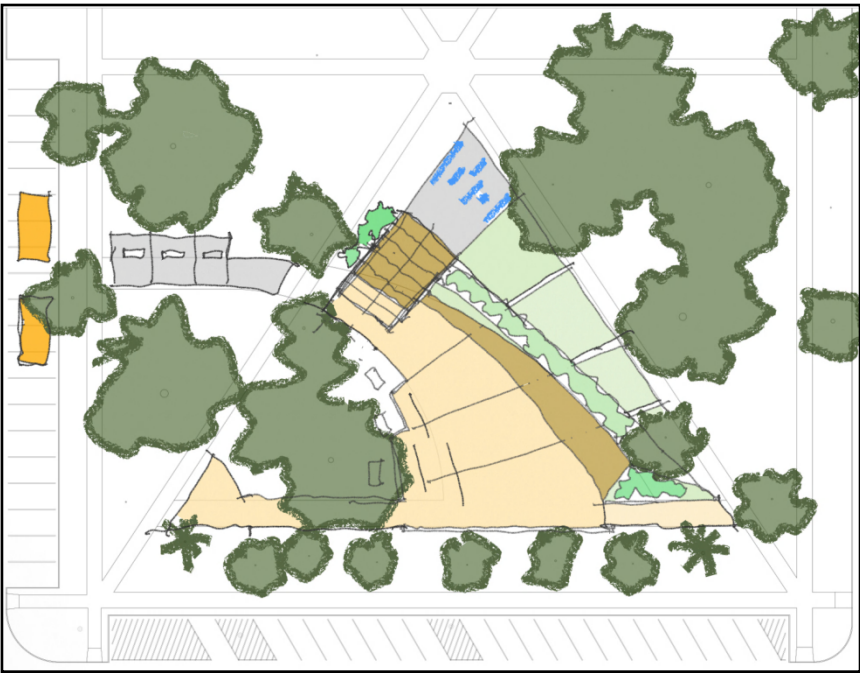
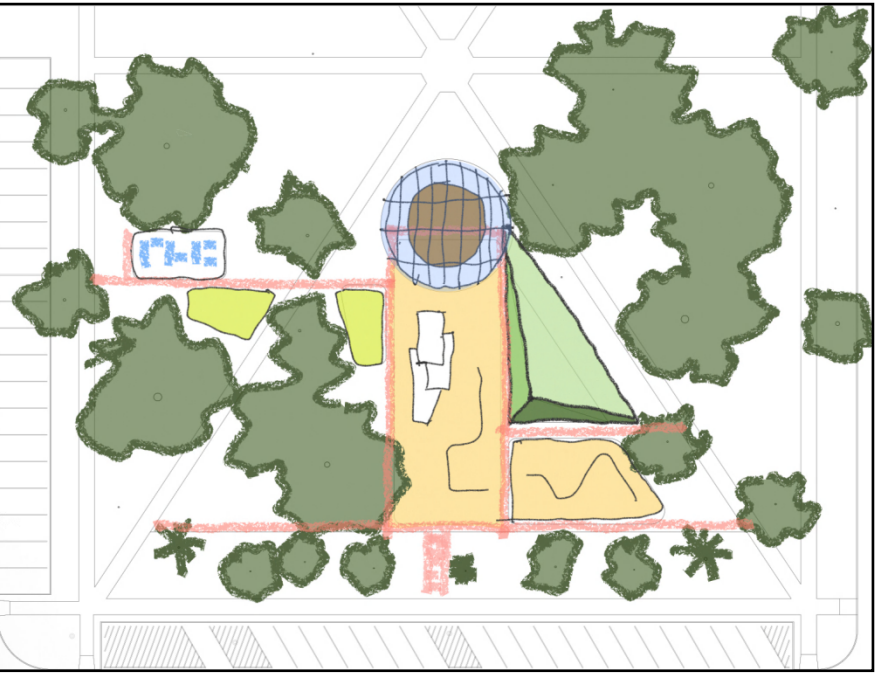
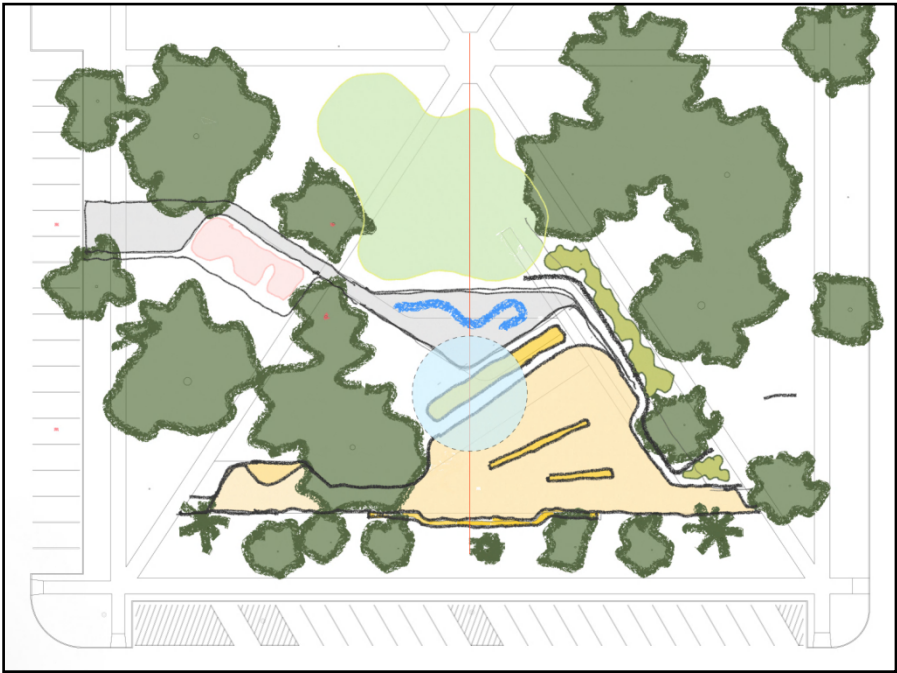
NOTE: Plan rotated for detail



N 12th Avenue

Framework Approaches

5 Ideas



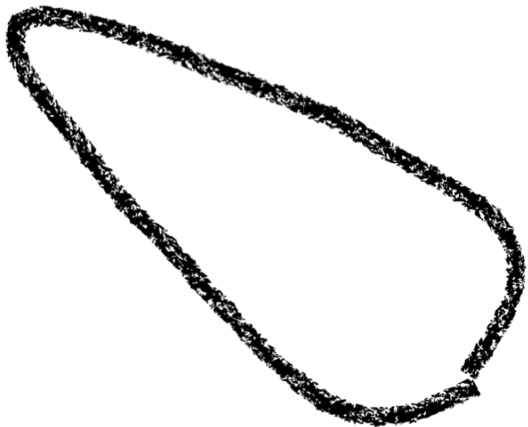
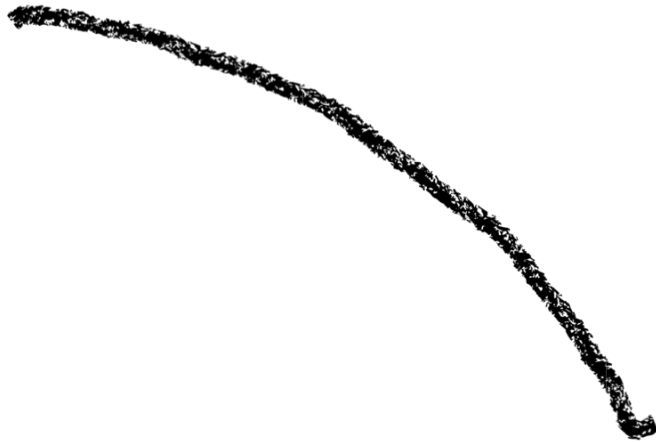
01 Circuits

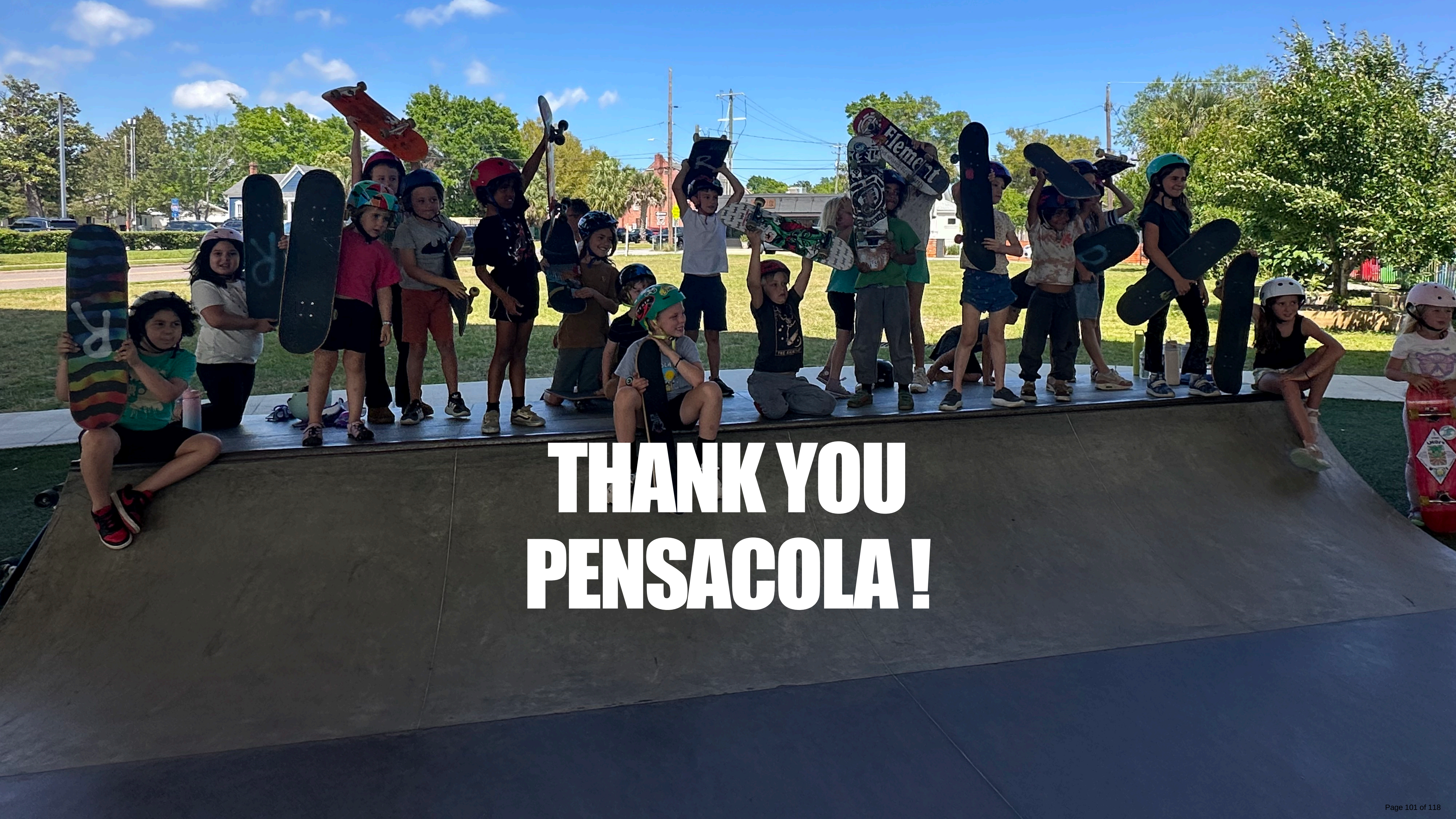
02 Rooms

03 Wave

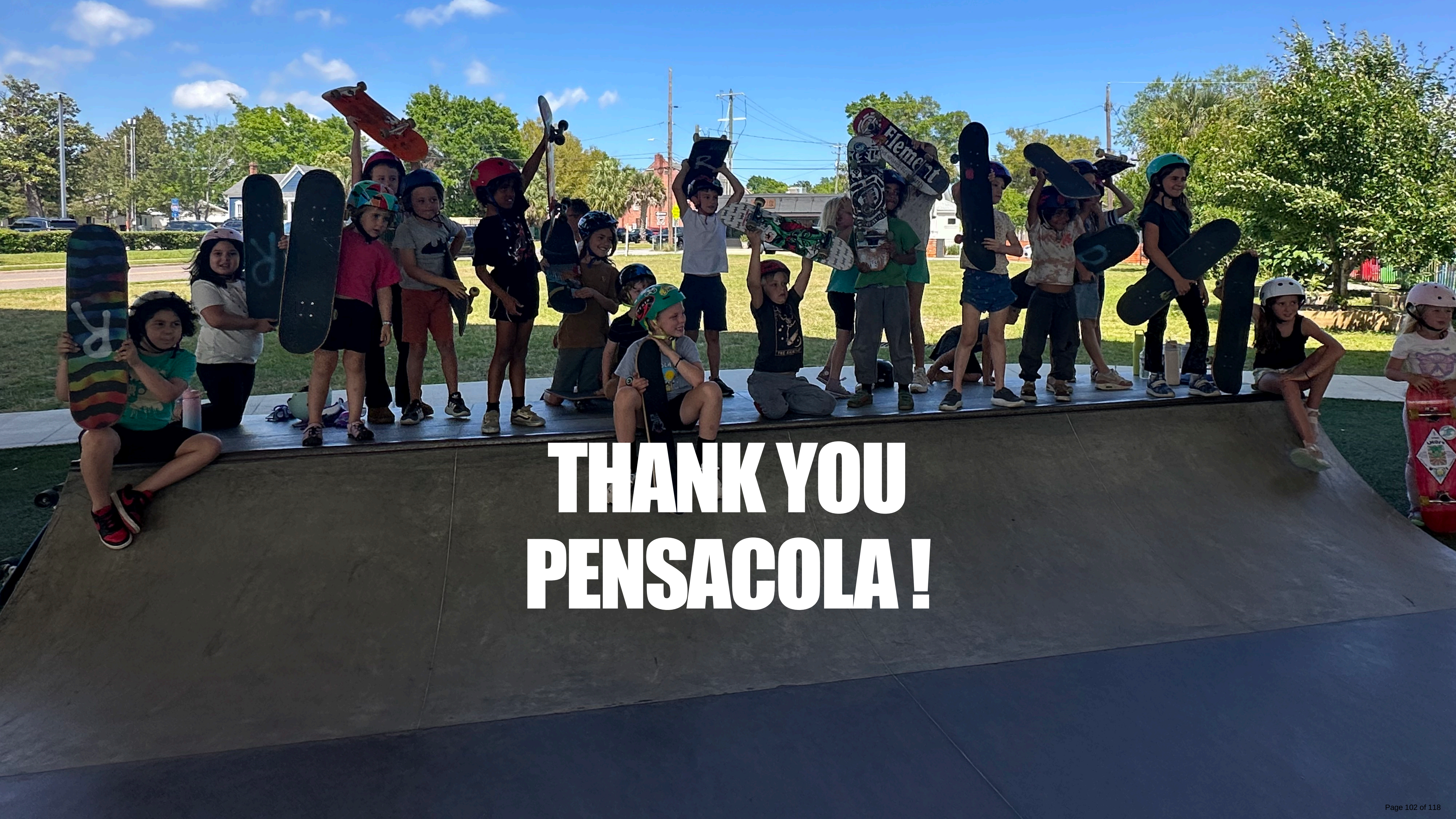
04 Islands

05 Wings





**THANK YOU
PENSACOLA!**



**THANK YOU
PENSACOLA!**



PARKS PULSE

As we step into a new month, let's take a moment to reflect on everything that happened in our parks and recreation spaces. From important maintenance updates to exciting recreation programs, our team has been hard at work ensuring our community has safe, enjoyable, and engaging outdoor spaces.

Out-of-School Programs

Summer Camps

Pensacola Summer Camp offers a fun, safe, and educational experience for children ages 5-12 from June 2 to August 1. Campers enjoy a variety of activities, including arts and crafts, sports, games, and field trips, all designed to encourage learning, creativity, and social skills in a supportive environment. Each week features themed programming that keeps kids engaged while helping them build friendships and stay active throughout the summer.



Resource Center Summer Camp Highlights

COBB • FRICKER • GULL POINT • WOODLAND HEIGHTS

Enrollment

Total Average weekly enrollment: 279

Estimated overall total children enrolled: 400

Past Events

- Friday Funday with PPD at all centers
- Escambia County Sheriff's Office Mounted Unit Visits at all centers

Upcoming Events

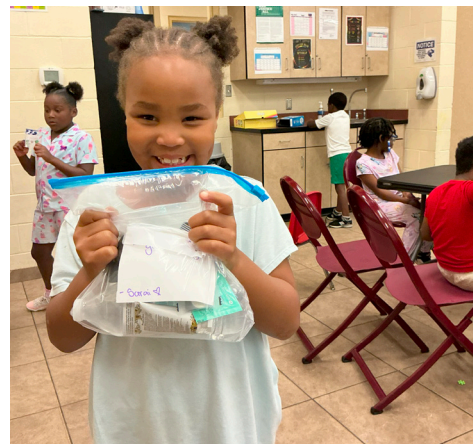
- After-school programming begins Monday, August 11

Field Trips

- Weekly pool trips
- Water/Splash Day
- STEAM Week
- Pizza Popsicle Party
- Gulf Breeze Zoo
- Strikers Blowing Alley
- Chuck E. Cheese
- AMC Movie Theater (Smurfs)
- Mounted Police Horse Shows by ECSO
- Independence Day Bike Parade
- Camp Cookout

STEAM Activities Completed

- Ping Pong Engineering
- DIY LED Lights
- DIY Lava Lamps
- Beach in Bottles
- Scratch Canvases
- Tie Dye Shirts
- Pirate Eye Patches
- Cloud Dough
- Lego Building Challenge
- Summer Camp Talent Shows
- Paper Airplane Contest
- Planets & Stars
- Blacklight Painting
- Lava Lamps
- Slime
- Tornado in a Bottle
- DIY Kites



Outdoor Pursuits Summer Camp Snapshots

Weekly Adventure Camps • July



Resource Centers

Bayview Resource Center

- Bayview event space: 14 Rentals (including church services)
- Bayview pavilions & pier: 10 rentals

Bayview Senior Center

- Average weekly participation: 588
- Number of meals provided by Council on Aging: 261
- 8 Private Rentals (including church services)
- Events: Casino Trip to Biloxi
- Educational Seminars: UWF Nursing Community Impact Presentation-AI and Scams, Assisted Living Tour at Azelea Trace, Attended UWF Nursing Summer Student Showcase



East Pensacola Heights Resource Center

- 4 Rentals

E.S. Cobb Resource Center

- Senior Programs include card games, bingo, guest speaker - 66 active participants
- After-school/Summer Camp location
- 2 Rentals



Fricker Resource Center

- After-school/Summer Camp location
- Renovation Community Input Meetings on July 23 and August 13
- Line Dance Class Hosted every Thursday evening
- Seniors attended field trips to Biloxi and Naval Aviation Museum

Gull Point Resource Center

- 0 Private Rentals at Gull Point
- After-school/Summer Camp location
- 123 Campers attended weekly Dance Camps



Sanders Beach-Corinne Jones Resource Center

- Host of Ballroom Dance Lessons and Over 50 Ballroom Dance Club
- 41 Scheduled rental appointments
- Rentals: 12 private events including 1 wedding

Theophalis May Resource Center

- SYSA has exclusive use of the facility during designated hours:
 - June 1 - August 18: 8 a.m. to 8:30 p.m. daily
 - School Year: 2 p.m. to 8:30 p.m. M-F, 8 a.m. to 5 p.m. S-Su
 - Senior Chair Aerobics and Senior Volleyball
 - Westside Neighborhood Association Meeting on July 8

Woodland Heights Resource Center

- Monthly Family Empowerment Night
- After-school/Summer Camp location
- 7 Rentals (including ongoing church service)

Outdoor Pursuits

Bayview Outdoor Pursuits Center

July 2025 Statistics

- Weekly Adventure Camps held throughout July
- Ongoing boathouse equipment and park grounds maintenance



Golf

Osceola Golf Course

July 2025 Statistics

- 18-Hole Games: 1908 total rounds played
- 9-Hole Games: 769 total rounds played
- 703 total range buckets used
- Busiest Week: June 30 (806 Rounds played)



Athletics

Vickrey Center

- Yoga & Martial Arts Classes currently enrolling new students
- Open Gym Volleyball and Pickleball
- Hosted District 1 Town Hall Meeting on July 22

Exchange Park

Adult Summer Sports

- Co-Ed Softball, Men's Softball, Senior Softball & Co-Ed Kickball Leagues
 - 38 teams
 - 575 Participants
- USSSA Mens Softball Tournament
 - July 12
 - 6 Teams, over 300 attended

Youth Sports

- NEP Wildcats, MaGee Rattlers & Legion Tigers have started Football & Cheerleading Practices
- Challenger Youth Soccer Camp
 - Creative Skills Soccer Camp July 14-18
 - 25 attended
- Girls Volleyball Camp
 - July 21-25, 98 participants
- Summer Basketball Camp at Theophalis May Resource Center
 - 4 Girls Teams
 - 4 Boys Teams
 - 85 Kids Participating

Pools

- Cecil T. Hunter Pool had 3,687 swimmers & taught swim lessons to 80 kids during month of July.
- Roger Scott Pool had 8,312 swimmers & taught swim lessons to 32 kids during month of July.

Parks Maintenance

Repairs:

- Alabama Square – Water Fountain
- Bayfront Parkway – Landscaping cleaned up
- Morris Court – Basketball goals
- Belvedere Park – Misting Fountain, swing replacement
- Eastgate Park – Misting Fountain
- Wayside Park – Fence repaired
- Bayview Park – Bocce Courts
- Armstrong Park – Fence Repair
- Peaden Park – Bench
- Legion Field – Retention Pond , splash pad repair
- Hitzman Park – Damaged tunnel replaced on playground

Parks amenities refurbished at:

- Peaden Park

Parks Pressure Washing at:

- Plaza Ferdinand Fountain
- Plaza DeLuna Splash Pad

Ball Crew

- Summer Mowing and maintenance of all athletic fields

Tree Crew

- Trees Removed: 7
- Trees Trimmed: 21

Direction 25 Projects

- No update at this time. Working to get Summer projects completed

View a complete list of Direction 25 projects and monthly status updates on our website:
PlayPensacola.com > About > Direction 25

www.cityofpensacola.com/3577/Direction-25

Volunteering

Park Clean-ups & Volunteer Projects

Ocean Hour Clean-ups at:

- Chimney Park, Sanders Beach, Veteran's Park, Wayside Park, and Graffiti Bridge

Marketing

Social Media: July Metrics

- 93.7K Views
- 940 Interactions
- 661 Link Clicks (to website)
- 4.2K Pages Visits
- 179 Followers Gained

Advertising

Ongoing ads in:

- Downtown Crowd
- Pensacola Parents Magazine
- 2025 Pensacola Chamber Directory
- 2026 ECT Family Resource Guide
- LAMAR Billboards
- Cat Country 98.7



Department Features:

- Monthly PEP Talks with News Radio (last Tuesday/mo at 10am)
- Monthly feature on Sonshine's Corner, day/time TBD
- Fox10 Studio Interview with Andrea McKiven: August 1, 2025

Marketing & Outreach

Event Booths:

- Movies in the Park

Back-to-school events at:

- Fricker Resource Center
- Woodland Heights Resource Center
- Gull Point Resource Center
- Cobb Resource Center
- OJ Semmes Elementary
- Florida Blue Center
- Jubilee Church at Fairgrounds
- Global Learning Academy

Current Projects:

- Developing a Parks Partnership Program for 2026
- Outreach and partnership creation in both non-profit and private sectors

Upcoming Events:

- August: Fall/Winter Playbook Preparation
- September 8-10: Sponsorship Conference
- Week of September 22: Playbook Distribution



Coming Up

After School Registration NOW OPEN

Enrollment for after-school care is now open. More information can be found online at <https://www.cityofpensacola.com/1196/After-School-Program> or in-person at Cobb, Fricker, Gull Point, and Woodland Heights Resource Centers.

Help grow Rock Snakes in our Parks!

The snakes are HERE and GROWING! Community organizations are invited to host rock painting parties to help these snakes grow. Locate the snakes in the wild at Bayview, Belvedere, and Sanders Beach. This community art installation includes a sign by each snake sharing information about our after-school program.

Fricker Renovation Community Input Meeting

The next Fricker Renovation Community Input Meeting is on August 13 at 8:00am at Fricker Resource Center.

Outdoor Pursuits Adult Adventures (16+)

The Outdoor Pursuits Center is hosting Adult Adventures open to ages 16 and over. A Learn-to-Kayak clinic followed by a Moonlight Kayak event were held on Saturday, August 9. The next Adult Adventure is a River Trip on Saturday, August 16.

For more information, visit <https://www.cityofpensacola.com/3582/Outdoor-Pursuits-Adult-16-Programs>.

2025 Senior Games

Senior Games registration is now open. Games will begin on Friday, September 5. Seniors age 50+ may participate in over 20 Olympic-style events held from September 5 - September 19. Events include Tennis, Golf, Softball, Pickleball & Track & Field to name a few.

For more information, visit <https://www.cityofpensacola.com/2529/Pensacola-Senior-Games>

Bayview Performing Arts Series

Bayview Senior Center is proud to partner with local performing arts groups to host this annual series. Open to ages 50 and better. Transportation is provided from Bayview Senior Center. For more information, visit <https://www.cityofpensacola.com/3608/Bayview-Senior-Performing-Arts-Series>

SHARE YOUR THOUGHTS 2025



AUGUST 13TH

8:00 – 9:30 AM

WHY ATTEND?

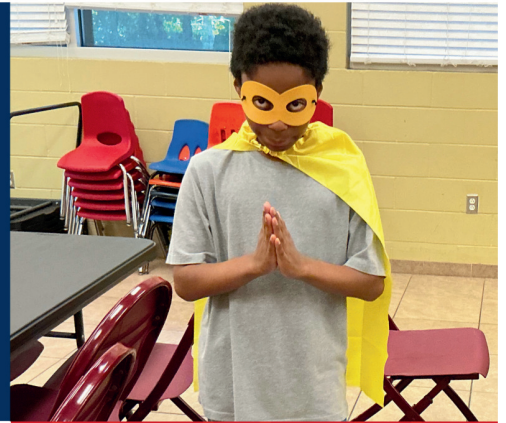
The Fricker Resource Center is YOUR center. We want to hear from you about what programs and services the newly renovated facility could offer you.

Join us and share how this newly renovated facility can best serve you and the surrounding community!

Attend in person at
FRICKER RESOURCE CENTER
900 N F ST, PENSACOLA, FL 32501



PENSACOLA
PARKS & RECREATION



AFTER *School* PROGRAM

FREE
for Eligible Families

AGES 5-12

Regular Weekly Rate:
\$55R / \$70 NR



**E.S. Cobb
Fricker
Gull Point
Woodland Heights
RESOURCE CENTERS**



**Learning
Can Be Fun
with Parks &
Recreation!**

**Homework Help
Games & Activities
Behavioral Initiatives
Science Projects
Life Skills Practice
And More!**



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CHILDREN'S TRUST**
Our Children. Our Community. Our Future.

CONTACT US TODAY & ASK HOW TO APPLY FOR FREE AFTER SCHOOL CARE
www.cityofpensacola.com/1196/After-School-Program | (850) 435-1672



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1037

Parks and Recreation Board

8/19/2025

DISCUSSION

SUBJECT:

Direction '25

ATTACHMENTS:

1. Direction'25

Direction '25: Pensacola Park Revitalization Project List - Updated 8.11.25					
Project Name	Scope of Work	Est. Complete	Amount	Funding Sources	Status Updates
Park Sidewalk Accessibility Improvements	Provide accessible walkways to park amenities and restore damaged sidewalks at Belvedere Park, Eastgate Gate Park, Lion's Park, Granada Square, Zamora Square, Lamancha Square, and Toledo Square	Spring 2025	\$ 70,750	LOST FY24	Project complete
Henry Wyer Park Revitalization	Upgrade and Restore Playground surfacing, benches, picnic tables, trash cans, lightpoles, fencing, and drinking fountain	Spring 2025	\$ 71,600	CRA- Park Improvements	Project is substantially complete. Fencing replacement week of 8.11.25
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	LOST NEW	Project complete
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	LOST FY24	Shades ordered 7/17. Received engineered drawings for installation contractor.
Woodland Heights Resource Center Improvements	Renovate kitchen, improve site drainage, and provide accessible walkway for school bus drop offs.	Spring 2025	\$ 91,422	LOST	Design of pond regrade complete. Engineering is soliciting quotes for site work.
Wayside Park Seawall Design	Develop designs to restore and increase resiliency to the seawall.	Spring 2025	\$ 125,497	LOST FY24	City is reviewing renderings and cost estimates to seek grant funding.
McNealy Park Revitalization	Upgrade picnic tables, trans cans, grills, drinking fountain, and develop design to improve one playground area.	Summer 2025	\$ 55,018	LOST NEW	Picnic tables and grill painted, replacing the trash cans, water fountain delivered. Playground ordered 7/24/25.
Magee Field Athletic Facility Improvements	Upgrade goal posts and renovate field	Summer 2025	\$ 42,168	LOST FY24	Project complete
Bill Gregory Athletic Facility Improvements	Upgrade bleachers to ADA accessible with railing per safety standards	Summer 2025	\$ 50,000	LOST FY24 & FY25	Bleachers installation begins week of 8/11/25.
Miraflores Boy Scout Building	Restore windows flooring and upgrade electrical	Summer 2025	\$ 70,000	LOST FY24	Cost estimating for replacement windows and other minor updates inside the building. Two mini-split A/C units must be replaced, that portion is in the procurement process.
Blake Doyle Skateboard Park Improvements	Improve drainage around perimeter of park to prevent erosion	Summer 2025	\$ 9,075	LOST FY24	Evaluating alternative mitigation solutions such as rain gardens (possible collaboration with FGU Community Garden).
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	Grant	Construction Award of Bid going to Loftis Marine goes to council 8/14/25.
Bartram Park Improvements	Develop erosion control plan for bay-side facing park, renovate parking lot	Fall-Winter 2025	\$ 50,000	LOST FY24	Engineering has presented the department with a scope and fee for review.
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	LOST NEW	Gathering quotes for basketball court, parking lot improvements. Play equipment selected and ordered on 5/27/25. PO's requested for replacement of picnic tables and benches 7/31/25.
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	LOST NEW	Survey completed in preparation for sidewalk improvements. Other work has not started.
Pintado Park Revitalization	Improve park sidewalk accessibility and picnic amenities, upgrade benches, and install drinking fountain	Fall-Winter 2025	\$ 70,500	LOST NEW/ GENERAL FUND	Sidewalk improvements completed. Other work has not started.
Exchange Park Athletic Facility Improvements	Upgrade scoreboard, bleachers, and irrigation system	Fall-Winter 2025	\$ 141,500	LOST FY24	Scoreboards replaced. Bleachers PO Requested, waiting for schedule from vendor. Irrigation - relocating valve covers, replacing broken heads, lines - field 2 complete
Cecil Hunter Pool Facility Improvements	Replace and upgrade waterslide	Fall-Winter 2025	\$ 188,481	LOST FY25	Getting quotes to refurbish existing slides.
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	LOST FY24 & FY25, LOST NEW	Playground completed 3/24/25. Remaining work hasn't started yet.
Bayview Dog Park Improvements	Enhance Bayview Dog Park by improving grading, surfacing, benches, picnic tables, and signage	Fall-Winter 2025	\$ 110,000	LOST NEW	100% Surveyed on 5/2/25. Arborist classifying the trees. Engineering will work with Parks and Rec on desired improvements once needs are identified.
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	LOST NEW	Not yet started
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	LOST FY24	A/C units replaced and lighting upgrades completed. Window replacement in procurement process.
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	LOST NEW	Parking lot lighting secured and installed. Restroom building roof repaired. Evaluating condition and replacement needs in old restrooms. Evaluating old play equipment for removal.
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	LOST NEW	Repainted existing climber and upgraded playground swings.
Seville Square Improvements	Develop design for underground utilities	Fall-Winter 2025	\$ 50,000	LOST FY24	Facilities and Engineering to be consulted prior to commencement.

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	LOST FY25	Ticket booth and office stair repaired. Baby pool resurfacing complete. Restroom design not complete.
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	LOST	Park survey was completed in Fall 2024 and has been received from Engineering. Playground design being revised to fit budget.
E.S. Cobb Center Improvements	Structural improvements to glulam arches, roof replacement, building envelope improvements, renovate parking lot	Spring 2026	\$ 1,231,505	LOST + Grant Funds	Facilities is managing. Bid solicitation planned for mid-August for construction.
Lighting Improvements	Improve lighting at Lamancha Square, Lavallet Park, Estramadura Square, Belvedere, and Eastgate Park	Spring 2026	\$ 156,528	LOST NEW	Not yet started
17th Ave Boat Ramp Improvements	Rebuild boat ramp and renovate parking area while improving traffic safety	Spring 2026	\$ 1,487,188	LOST FY24	Review of cost estimate in progress.
Bayview Park Improvements Phase 1	Renovate tennis courts, auxillary parking lot, restore park path surfacing.	Spring 2026	\$ 88,000	LOST NEW	Not yet started
Bay Bluffs Park Revitalization	Rehabilitate main boardwalk, upgrade park amenities to reopen park	Fall-Winter 2026-27	\$ 2,400,000	Grant Funded	RFQ in development. Agreement with Conservation Florida planned for Council agenda in September.
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	Grant Funded	First public input meeting for design held July 23. Consultants working on design deliverables for August 13th second public input meeting.
Bryan Park Improvements	Replace and upgrage playground	Spring 2027	\$ 103,753	LOST FY27	Not yet started
Zamora Square Lighting	Improve park lighting	Spring 2027	\$ 30,000	LOST FY24	Not yet started
Dunwoody Park Improvements	Replace playground	Spring 2027	\$ 40,000	LOST FY27	Not yet started
Community Maritime Park Playground Improvements	Replace and upgrade playground surfacing	Spring 2027	\$ 72,000	CMP Fund	Not yet started
Total			\$ 21,742,063		

Parks and Recreation Unfunded Projects List
Updated 8.11.25

Project Description	Estimated Cost
Granda Subdivision Playground	\$55,000.00
Dunwoody Playground – Needs more budget, \$40K not sufficient	\$125,000.00
CMP Playground PIP replacement	\$150,000
DeLuna Palafox Pier Railing Replacement	TBD
Lighting for basketball courts at HTW	\$10,000.00
Parker Circle Gazebo	TBD
Parker Circle Disc golf Course	\$5-6K with no concr

Notes

No current funding

Need additional \$85,000

Need additional \$80,000

TBD based on materials/design

Disconnected when new poolhouse was constructed

rete tees



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-1039

Parks and Recreation Board

8/19/2025

DISCUSSION

SUBJECT:

GRANADA SUBDIVISION PARK

ATTACHMENTS:

None