



UNIVERSITY *of* WEST FLORIDA

# HISTORIC TRUST

BRINGING HISTORY TO LIFE

**Monday**

**November 28, 2022**

**MEETING OF THE  
BOARD OF DIRECTORS**



UNIVERSITY *of* WEST FLORIDA  
**HISTORIC TRUST**

**AGENDA**

November 28, 2022 - Noon

1. Opening of Meeting/Introductions
  - a. Attendance Roll
2. Public Comments
3. Approval of Minutes
  - a. Board of Directors Meeting: September 26, 2022
4. Additions to the Agenda
5. Adoption of the Agenda
6. President's Update - Dr. Martha Saunders
7. Advancement Report - Mr. Howard Reddy
8. Executive Director Report – Mr. Robert Overton
9. Treasurer's Report – Mr. Charlie Switzer
10. Committee Reports and Recommendation
  - a. PMA Board Report - Mr. Chris Heaney and Mr. Nick Croghan
  - b. Property and Collections Committee – Mr. Dave Luttrell
    - a. ARB update - Ross Pristera
    - b. Parking Update
11. Old Business
  - a. Conflict of Interest Disclosure Forms
12. New Business
13. Chair's Comments
14. Adjournment
  - a. Next meeting: January 23, 2022

## Minutes of the Meeting of September 26th, 2022

**DIRECTORS PRESENT:** Mr. Collier Merrill, Dr. Della Scott-Ireton, Mr. Charlie Switzer, Mrs. Suzanne Lewis, Dr. Amy Mitchell-Cook, Dr. Lornetta Epps, Mrs. Teri Levin, Mr. Edward Tisdale, and Mrs. Pam Schwartz.

**DIRECTORS ABSENT:** Dr. Martha Saunders, Mr. John Peacock, Mr. Scott Barrow, and Mr. David Luttrell.

**STAFF PRESENT:** Mr. Robert Overton, Mr. Howard Reddy, Mr. Nicholas Croghan, Mrs. Anna Wall, Mr. Ross Pristera, Ms. Claire Stewart, Mrs. Wendi Davis, and Ms. Amy Eve.

**INVITED GUESTS PRESENT:** Jessica Scholl, Molly Murphy, Amy Stachowicz, Lauren King, Logan Devries

**PUBLIC PRESENT:** None

1. Opening of Meeting: Mr. Merrill called the meeting to order at 12:06 p.m. The presence of a quorum was noted. The audit presentation was moved to the front of the agenda.
2. Public Comments / Questions: n/a
3. Approval of Minutes: The board reviewed the minutes from the meeting on July 25th, 2022. They approved the minutes unanimously.
- 4.
5. Additions to the Agenda: None
6. Adoption of the Agenda: The agenda was adopted unanimously.
7. Advancement Update: Mr. Howard Reddy shared informational highlights. He announced that the search for a new Provost is underway. He applauded the board for their reaching 100% giving and shared that Advancement has already reached over 6 million in pledges this fiscal year and that planned giving is at 9 million so far. He added that they have launched an initiative to promote the UWF license plate.
8. Executive Director Report: Mr. Robert Overton shared his report. He shared that UWF has released their new Strategic Plan and that UWFHT will convene a group after the first of the year to begin updating ours to align with UWF. He also noted that we did not receive our funding ask from the state but we are hopeful we might be granted some funding in the near future.

In partnership with Visit Pensacola we will be hosting a pre-screening of the Emmy Award winning PBS show A Taste of History: Pensacola. The event will take place on Thursday September 29th at the Museum of Commerce and will serve as a fundraiser

for the Historic Trust. Guests will view a pre-release screening of the show that was filmed in Historic Pensacola Village as well as enjoy tasting the dishes prepared by the four chefs who participated. Both the show's host and the producer will be on hand to interact with the crowd and answer questions. Tickets have sold well. We have considered canceling due to hurricane threat but we are moving ahead at this time.

Mr. Overton went over the current board terms as well as officer positions. The board all agreed unanimously that officers should remain as is for this year.

9. Treasurer's Report: Our team of auditors from Saltmarsh, Cleveland, and Gund were in attendance to present our audited financial statements to the board. Amy S talked about financial statements = Mrs. Molly Murphy introduced herself and team, including Amy Stachowicz and Lauren King. Mrs. Stachowicz went over the financial statements in detail and noted there were no findings and no negative comments to report. She applauded staff for their hard work and Mrs. Murphy thanked the board for their support.

Mr. Switzer shared the treasurer's report noting total Income for August of \$110,484.76 and total expense for August of \$96,613.97. The UWFHT had a monthly income over expense of \$13,870.79 and year to date income over expense of \$8,182.63. Our admissions are up and our program incomes are holding strong. We have also brought in just over \$9,000 towards the upcoming Taste of History event and we are looking forward to it being a successful event. Our expenses are generally in line with our expectations and we are adapting to the new school year and the new fiscal year with a fresh perspective.

Mr. Switzer asked for a motion to accept the annual audited financial statements and the treasurer's report. Mrs. Scott-Ireton motioned and Dr. Epps seconded. Both carried with unanimous consent.

10. Committee Reports and Recommendations:

- a. PMA Board Report: Mr. Heaney provided the Board with the Pensacola Museum of Art's Board of Director's report. He shared that Anna Wall will be departing in November and that they will be searching for a replacement soon. She has been an asset to the organization and he thanked her for her years of service and wished her well in her future. He was also pleased to share that the PMA received a Best of the Bay award and that planning is underway for our Vandals to Vanguard's exhibit and the Foo Foo Fest sponsored events including the exhibit opening and the Art Factory night at Vinyl. The Seance exhibit is opening this Friday and will feature a talk by Shannon Taggart.
- b. Property and Collections Committee (PCC) Report: Mr. Overton provided the Property and Collections Committee (PCC) Report from their last meeting.
  - i. Gifts and Loans were reviewed and brought to the Board for approval. Mr. Tisdale made a motion to approve and Mr. Heaney seconded. Gifts and Loans were accepted with unanimous approval.
  - ii. We are working with Defuniak Springs Landmarks, Inc. to assist them in managing a Federal Historic Preservation Fund Paul Bruhn Historic Revitalization Subgrant. This grant provides funds to assist with the revitalization of Historic Houses surrounding the Campus of the Florida Chautauqua. The Historic Trust will serve as a consulting resource for the grant applicants as related to the historical accuracy of proposed restoration efforts. We will help with consulting on grant. We've been

asked to assist with staff processing as part of contribution and this could benefit us as an organization as well as this is our service area. This initiative received unanimous consent from the board.

- iii. MOU Extensions - The current MOU's UWFHT has with CASSH and the Sea3D Lab will be expiring soon, as well as the MOU with FPAN. Mr. Overton would like to extend the current agreements through June 2023 as is until such time that the committee can work up recommendations for updated agreements. Mrs. Lewis made a motion to accept, Mrs. Schwartz seconded, and the motion carried unanimously.

11. New Business:

- a. Bootleg Ball - The 2023 Bootleg Ball is scheduled for January 13th and the event committee has been meeting to plan the event. Invitations will be sent out soon.
- b. Schedule - The 2023 schedule for our board meetings was presented to the board and was adopted with unanimous consent.

12. Chair's Comments: Mr. Merrill shared that Mrs. Claudine Kriss wanted to thank the staff for their work on the GGF exhibit. He thanked the board for attending.

13. Adjournment: The meeting was adjourned at 1:23 p.m. The next meeting is on Nov 28, 2022.

## Visitation Report

**October, 2022**

<b>Historic Pensacola</b>	<b>Current Month October 2022</b>	<b>YTD 2021/22</b>	<b>YTD 2022/23</b>
Schoolchildren	633	20	925
Birthday Parties Attendees	125	28	125
Special Programs Attendees	75	427	191
Private Tour Attendees	0	0	0
Special Event Attendees	7815	14312	55897
Admissions ONSITE sales	2791	11123	18402
<b>TOTAL</b>	<b>11439</b>	<b>25910</b>	<b>75540</b>
<b>Online Admissions Total</b>			
	<b>271</b>	<b>1131</b>	<b>1618</b>
<b>Pensacola Museum of Art</b>			
Schoolchildren	0	0	0
Birthday Parties Attendees	0	0	0
Special Programs Attendees	0	180	0
Special Event Attendees	0	470	0
Admissions ONSITE SALES	469	2375	3414
<b>TOTAL</b>	<b>469</b>	<b>3025</b>	<b>3414</b>
<b>Arcadia Mill</b>			
Scheduled Tour Attendees	0	0	0
Site Visitors (Mill & Homestead)	0	1382	0
Special Program Attendees	0	62	0
Tickets Sold	99	327	278
<b>TOTAL</b>	<b>99</b>	<b>1,771</b>	<b>278</b>
<b>GRAND TOTAL</b>			
	<b>12278</b>	<b>31,837</b>	<b>80,850</b>

# Treasurer's Report

## MEMORANDUM

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**TO:** UWF Historic Trust Board of Directors

**FROM:** Charlie Switzer, Treasurer

**SUBJ:** Treasurer's Report

**DATE:** November 28, 2022

Following this Memo are the October Financial Reports for the UWF Historic Trust.

Total Income October: \$ 86,237.42

Total Expense October: \$ 65,958.32

The UWFHT had a monthly income over expense of \$20,279.10 and a year to date income over expense of \$74,223.32. We had an extremely busy month due to our new exhibitions and special programs. The UWFHT's Annual Haunted Tours and PMA's Spooktacular was very well attended. Our expenses this month reflect the costs associated with those programs and our exhibition installs, as well as our annual audit expense. You will also see some activity relating to grant expenses that relates to PMA's Foo Foo Festival exhibit and event Vandals to Vanguard's which will continue into November's financials as well.

UWF Historic Trust  
**Balance Sheet**  
 October 31, 2022 and 2021

	Oct 31, 22	Oct 31, 21
<b>ASSETS</b>		
<b>Current Assets</b>		
<b>Checking/Savings</b>		
102000 · CASH/MUSEUM CHANGE FUND	1,385.00	1,385.00
103000 · OPERATING ACCOUNT - REGIONS	388,061.95	290,139.66
103100 · SAVINGS/RESERVES - REGIONS	200,511.93	50,495.65
103300 · PMA TEMP RESTRICTED - REGIONS	33,996.61	33,996.61
103700 · ST. MICHAEL'S - REGIONS	968.27	6,535.42
106200 · HANCOCK BANK CD/OCC REPAIRS	140,873.07	140,732.28
106601 · PNC CD/VEAL AWARD	38,782.20	38,774.44
108000 · FOUNDATION INVSTMNT ACCNT-EN...	1,035,445.65	1,280,022.65
108249 · PMA Collections Endowment - UWF	50,000.00	50,000.00
<b>Total Checking/Savings</b>	<b>1,890,024.68</b>	<b>1,892,081.71</b>
<b>Accounts Receivable</b>		
11000 · ACCOUNTS RECEIVABLE	-130.00	980.00
11001 · AR - Short Term Rentals	-8,706.00	25,427.38
117000 · ACCOUNTS RECEIVABLE-INTEREST	111.09	131.25
<b>Total Accounts Receivable</b>	<b>-8,724.91</b>	<b>26,538.63</b>
<b>Other Current Assets</b>		
111000 · GRANTS RECEIVABLE	45,758.09	0.00
112000 · DUE FROM UNIVERSITY	0.00	50,386.00
113001 · DUE FROM UWF FDN DONOR/MEMB...	-1,760.00	0.00
113008 · Due from Arcadia Mill	0.00	-50.00
113009 · Due from UWF FDN - PMA Member	275.00	-50.00
116000 · OTHER RECEIVABLE-NAI HALFORD	12,139.88	15,227.08
118000 · PRE-PAID INSURANCE	11,773.82	11,306.64
122000 · INVENTORY - ARCADIA MILL	1,960.75	2,277.81
125000 · INVENTORY OF STORES (HPV)	66,295.10	97,982.63
129000 · INVENTORY - PMA	7,230.45	6,219.08
<b>Total Other Current Assets</b>	<b>143,673.09</b>	<b>183,299.24</b>
<b>Total Current Assets</b>	<b>2,024,972.86</b>	<b>2,101,919.58</b>
<b>Fixed Assets</b>		
130000 · LAND	1,010,660.00	1,010,660.00
131000 · BUILDINGS	5,222,917.59	5,222,917.59
132000 · FURNITURE AND EQUIPMENT	418,461.47	419,139.80
133000 · FURNITURE, FIXTURES & EQUIP-PHS	9,085.00	9,085.00
134000 · FURNITURE & EQUIPMENT/TTW	4,921.61	8,011.48
134500 · FURNITURE & EQUIPMENT-BARKLEY	17,488.92	17,488.92
134900 · FURNITURE, FIXTURES & EQUIP-PMA	63,973.79	63,973.79
135000 · ACCUMULATED DEPRECIATION	-2,937,624.62	-2,614,034.42
<b>Total Fixed Assets</b>	<b>3,809,883.76</b>	<b>4,137,242.16</b>
<b>Other Assets</b>		
141000 · HISTORICAL PROP/ANTIQUES	125,247.59	125,247.59
149000 · PMA Collection	123,966.27	123,966.27
151000 · Utilities Deposits	834.47	834.47
<b>Total Other Assets</b>	<b>250,048.33</b>	<b>250,048.33</b>
<b>TOTAL ASSETS</b>	<b>6,084,904.95</b>	<b>6,489,210.07</b>
<b>LIABILITIES &amp; EQUITY</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
<b>Credit Cards</b>		
110003 · Regions Credit Card	10,370.17	8,139.94
<b>Total Credit Cards</b>	<b>10,370.17</b>	<b>8,139.94</b>



UWF Historic Trust  
**Balance Sheet**  
 October 31, 2022 and 2021

	Oct 31, 22	Oct 31, 21
<b>Other Current Liabilities</b>		
201500 · DEFERRED GRANT	0.00	10,000.00
201551 · Holding - AME Zion Mag Cem	3,115.69	3,115.69
201560 · Due to - Cemeteries Spc Prjcts	12,000.00	7,000.00
201700 · SALES TAX PAYABLE	2,043.92	3,394.81
216100 · PPP Loan	0.00	278,690.00
221000 · RENTAL DEPOSITS	92,623.50	73,673.33
221200 · Deposit - Parties and Tours	500.00	-50.00
221500 · RENTAL DEPOSITS-LONG-TERM L...	14,457.28	15,754.42
<b>Total Other Current Liabilities</b>	124,740.39	391,578.25
<b>Total Current Liabilities</b>	135,110.56	399,718.19
<b>Total Liabilities</b>	135,110.56	399,718.19
<b>Equity</b>		
Opening Bal Equity	199,222.40	199,222.40
Retained Earnings	2,744,267.95	2,854,172.75
296000 · FUND BALANCE/UNRESTRICTED	2,697,402.35	2,671,237.35
297000 · FUND BALANCE/TEMP. RESTRICTED	151,929.00	143,788.00
297550 · Fund Balance/Temp Rest/PMA Acc	0.00	24,872.00
298000 · Fund Balance/Perm Restricted	57,500.00	57,500.00
299550 · Fund Balance/Brd Des/PMA Collec	33,996.00	43,430.00
Net Income	65,476.69	95,269.38
<b>Total Equity</b>	5,949,794.39	6,089,491.88
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>6,084,904.95</b>	<b>6,489,210.07</b>

	Jul - Oct 22	Jul - Oct 21	% Change
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
3005 · ADMISSIONS	139,393.27	89,907.66	55.0%
3006 · BIRTHDAY PARTIES	1,600.00	937.50	70.7%
3200 · EDUCATION PROGRAMS	12,453.00	3,006.50	314.2%
3300 · CITY/COUNTY FUNDING	18,482.95	51,742.37	-64.3%
3320 · Special Programs	26,680.75	18,715.00	42.6%
3350 · GRANTS	27,437.00	25,227.39	8.8%
3380 · PARKING	19,800.00	10,400.00	90.4%
3400 · MUSEUM STORE	18,703.62	18,118.21	3.2%
3500 · LEASE/BUILDINGS	59,709.09	62,138.14	-3.9%
3510 · RENTALS/SHORT-TERM	72,189.45	101,595.23	-28.9%
3560 · DONATIONS	5,127.55	11,045.03	-53.6%
3600 · EARNED INTEREST	12.90	1.66	677.1%
3800 · SHORTAGE/OVERAGE	-14.61	-3.90	-274.6%
<b>Total Income</b>	401,574.97	392,830.79	2.2%
<b>Gross Profit</b>	401,574.97	392,830.79	2.2%
<b>Expense</b>			
4110 · CONSULTING SERVICE	4,706.25	3,692.00	27.5%
4113 · Payroll and Benefits	21,000.00	25,000.00	-16.0%
4115 · MUSEUM-STAFF	9,265.00	7,297.00	27.0%
4120 · AUTO EXPENSE ALLOWANCE	2,400.00	2,000.00	20.0%
4130 · INSURANCE & SURETY BONDS	10,108.00	8,892.00	13.7%
4133 · PROPERTY MGMT	3,760.19	6,235.60	-39.7%
4135 · AUDITING	13,200.00	13,000.00	1.5%
4155 · POSTAGE/FREIGHT/EXP.MAIL	2,022.35	1,646.47	22.8%
4160 · PRINTING & DUPLICATING	11,655.88	1,722.99	576.5%
4175 · DUES/SUBSCRIPTIONS	4,432.78	1,604.90	176.2%

	Jul - Oct 22	Jul - Oct 21	% Change
4180 · ADVERTISING/MRKTNG	16,703.79	17,439.06	-4.2%
4200 · EDUCATION PROGRAMS-SUPPLIES	15,634.38	5,413.23	188.8%
4210 · Museum Store Purchases	10,948.63	6,892.49	58.9%
4215 · Special Programs Expenses	2,782.98	1,230.37	126.2%
4250 · TELEPHONE	1,168.15	940.22	24.2%
4253 · WATER	712.67	337.37	111.2%
4275 · UTILITIES	45,416.45	39,210.95	15.8%
5000 · TRAVEL EXPENSE	3,502.22	245.24	1,328.1%
5100 · OFFICE / ADMIN EXPENSES	12,513.26	8,934.87	40.1%
5250 · SPECIAL EVENTS	2,845.08	4,030.06	-29.4%
6000 · EXHIBITS/COLLECTIONS/CURATO...	21,567.54	34,416.50	-37.3%
6100 · BLDG/MATERIALS & SUPPLIES	25,003.57	20,543.83	21.7%
6135 · LANDSCAPING/GROUNDS	17,982.93	20,350.98	-11.6%
6175 · INDEPENDENT CONTRACTOR	56,238.43	24,504.63	129.5%
7800 · OCO/OTHER CAPITAL OUTLAY	10,417.00	0.00	100.0%
7900 · Grant Expenses	1,364.12	6,567.13	-79.2%
<b>Total Expense</b>	<b>327,351.65</b>	<b>262,147.89</b>	<b>24.9%</b>
<b>Net Ordinary Income</b>	<b>74,223.32</b>	<b>130,682.90</b>	<b>-43.2%</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
3950 · Other Grants	15,000.00	15,000.00	0.0%
<b>Total Other Income</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>0.0%</b>
<b>Other Expense</b>			
5100.20 · 200th Anniversary Celebration	10,124.40	41,835.67	-75.8%
6135.11 · Landscaping/Grounds Mtnc-SMC	13,622.23	8,577.85	58.8%
<b>Total Other Expense</b>	<b>23,746.63</b>	<b>50,413.52</b>	<b>-52.9%</b>
<b>Net Other Income</b>	<b>-8,746.63</b>	<b>-35,413.52</b>	<b>75.3%</b>
<b>Net Income</b>	<b>65,476.69</b>	<b>95,269.38</b>	<b>-31.3%</b>

## Schedule I - Profit &amp; Loss

For the one month ended October 31, 2022 and 2021

	Oct 22	Oct 21	\$ Change
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>3005 · ADMISSIONS</b>	21,328.11	19,019.11	2,309.00
<b>3006 · BIRTHDAY PARTIES</b>	750.00	750.00	0.00
<b>3200 · EDUCATION PROGRAMS</b>	2,410.00	450.00	1,960.00
<b>3300 · CITY/COUNTY FUNDING</b>	16,148.19	51,742.37	-35,594.18
<b>3320 · Special Programs</b>	11,702.75	16,705.00	-5,002.25
<b>3350 · GRANTS</b>	0.00	1,800.00	-1,800.00
<b>3380 · PARKING</b>	5,000.00	3,200.00	1,800.00
<b>3400 · MUSEUM STORE</b>	2,703.82	3,777.03	-1,073.21
<b>3500 · LEASE/BUILDINGS</b>	13,255.91	15,146.14	-1,890.23
<b>3510 · RENTALS/SHORT-TERM</b>	12,800.00	26,655.49	-13,855.49
<b>3560 · DONATIONS</b>	94.64	352.87	-258.23
<b>3600 · EARNED INTEREST</b>	0.00	0.40	-0.40
<b>3800 · SHORTAGE/OVERAGE</b>	0.00	-1.48	1.48
<b>Total Income</b>	86,193.42	139,596.93	-53,403.51
<b>Gross Profit</b>	86,193.42	139,596.93	-53,403.51
<b>Expense</b>			
<b>4110 · CONSULTING SERVICE</b>	721.25	1,902.00	-1,180.75
<b>4113 · Payroll and Benefits</b>	7,000.00	7,000.00	0.00
<b>4115 · MUSEUM-STAFF</b>	3,955.00	2,140.00	1,815.00
<b>4120 · AUTO EXPENSE ALLOWANCE</b>	600.00	500.00	100.00
<b>4130 · INSURANCE &amp; SURETY BONDS</b>	0.00	1,831.00	-1,831.00
<b>4133 · PROPERTY MGMT</b>	750.00	786.85	-36.85
<b>4135 · AUDITING</b>	13,200.00	12,000.00	1,200.00
<b>4155 · POSTAGE/FREIGHT/EXP.MAIL</b>	6.55	32.00	-25.45
<b>4160 · PRINTING &amp; DUPLICATING</b>	615.88	672.50	-56.62
<b>4175 · DUES/SUBSCRIPTIONS</b>	1,018.05	700.00	318.05

## Schedule I - Profit &amp; Loss

For the one month ended October 31, 2022 and 2021

	<u>Oct 22</u>	<u>Oct 21</u>	<u>\$ Change</u>
<b>4180 · ADVERTISING/MRKTNG</b>	4,987.83	8,114.03	-3,126.20
<b>4200 · EDUCATION PROGRAMS-SUPPLIES</b>	2,374.54	1,829.01	545.53
<b>4210 · Museum Store Purchases</b>	962.24	2,969.04	-2,006.80
<b>4215 · Special Programs Expenses</b>	2,782.98	705.37	2,077.61
<b>4250 · TELEPHONE</b>	254.74	561.71	-306.97
<b>4253 · WATER</b>	230.03	232.90	-2.87
<b>4275 · UTILITIES</b>	2,931.58	355.20	2,576.38
<b>5000 · TRAVEL EXPENSE</b>	562.60	110.24	452.36
<b>5100 · OFFICE / ADMIN EXPENSES</b>	455.85	3,020.37	-2,564.52
<b>5250 · SPECIAL EVENTS</b>	555.88	2,054.93	-1,499.05
<b>6000 · EXHIBITS/COLLECTIONS/CURATO...</b>	7,285.97	11,493.24	-4,207.27
<b>6100 · BLDG/MATERIALS &amp; SUPPLIES</b>	3,852.67	1,768.48	2,084.19
<b>6135 · LANDSCAPING/GROUNDS</b>	2,345.56	1,797.86	547.70
<b>6175 · INDEPENDENT CONTRACTOR</b>	3,527.00	8,645.54	-5,118.54
<b>7800 · OCO/OTHER CAPITAL OUTLAY</b>	3,918.00	0.00	3,918.00
<b>7900 · Grant Expenses</b>	1,064.12	4,239.13	-3,175.01
<b>Total Expense</b>	<u>65,958.32</u>	<u>75,461.40</u>	<u>-9,503.08</u>
<b>Net Ordinary Income</b>	20,235.10	64,135.53	-43,900.43
<b>Other Income/Expense</b>			
<b>Other Expense</b>			
<b>6135.11 · Landscaping/Grounds Mtnc-SMC</b>	91.19	467.90	-376.71
<b>Total Other Expense</b>	<u>91.19</u>	<u>467.90</u>	<u>-376.71</u>
<b>Net Other Income</b>	<u>-91.19</u>	<u>-467.90</u>	<u>376.71</u>
<b>Net Income</b>	<u><u>20,143.91</u></u>	<u><u>63,667.63</u></u>	<u><u>-43,523.72</u></u>

UWF Historic Trust  
**Schedule II - Profit & Loss Budget Performance**  
 For the one month and twelve months ended **October 31, 2022**

	<u>Oct 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Jul - Oct 22</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
3005 · ADMISSIONS	21,328.11	20,000.00	1,328.11	139,393.27	80,000.00	59,393.27	240,000.00
3006 · BIRTHDAY PARTIES	750.00	616.67	133.33	1,600.00	1,450.01	149.99	5,600.00
3200 · EDUCATION PROGRAMS	2,410.00	4,083.33	-1,673.33	12,453.00	15,583.36	-3,130.36	46,500.00
3300 · CITY/COUNTY FUNDING	16,148.19	22,400.00	-6,251.81	18,482.95	22,400.00	-3,917.05	202,400.00
3310 · ESC COUNTY SCHOOL FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	17,000.00
3320 · Special Programs	11,702.75	12,000.00	-297.25	26,680.75	17,000.00	9,680.75	35,000.00
3350 · GRANTS	0.00	0.00	0.00	27,437.00	7,500.00	19,937.00	31,000.00
3380 · PARKING	5,000.00	5,500.00	-500.00	19,800.00	16,000.00	3,800.00	60,000.00
3400 · MUSEUM STORE	2,703.82	3,750.00	-1,046.18	18,703.62	15,000.00	3,703.62	45,000.00
3500 · LEASE/BUILDINGS	13,255.91	13,083.33	172.58	59,709.09	52,333.36	7,375.73	157,000.00
3510 · RENTALS/SHORT-TERM	12,800.00	17,500.00	-4,700.00	72,189.45	66,500.00	5,689.45	210,000.00
3560 · DONATIONS	138.64	2,500.00	-2,361.36	5,127.55	10,000.00	-4,872.45	20,000.00
3570 · RESTRICTED GIFTS	0.00	0.00	0.00	0.00	0.00	0.00	8,000.00
3590 · Restricted Interest	0.00	0.00	0.00	0.00	0.00	0.00	225.00
3600 · EARNED INTEREST	0.00	0.00	0.00	12.90	0.00	12.90	100.00
3800 · SHORTAGE/OVERAGE	0.00	0.00	0.00	-14.61	0.00	-14.61	0.00
<b>Total Income</b>	<u>86,237.42</u>	<u>101,433.33</u>	<u>-15,195.91</u>	<u>401,574.97</u>	<u>303,766.73</u>	<u>97,808.24</u>	<u>1,077,825.00</u>
<b>Gross Profit</b>	86,237.42	101,433.33	-15,195.91	401,574.97	303,766.73	97,808.24	1,077,825.00
<b>Expense</b>							
4110 · CONSULTING SERVICE	721.25	2,041.67	-1,320.42	4,706.25	8,166.64	-3,460.39	24,500.00
4113 · Payroll and Benefits	7,000.00	7,000.00	0.00	21,000.00	28,000.00	-7,000.00	84,000.00
4115 · MUSEUM-STAFF	3,955.00	3,350.00	605.00	9,265.00	13,200.00	-3,935.00	40,000.00
4120 · AUTO EXPENSE ALLOWANCE	600.00	600.00	0.00	2,400.00	2,400.00	0.00	7,200.00
4130 · INSURANCE & SURETY BONDS	0.00	1,500.00	-1,500.00	10,108.00	9,500.00	608.00	20,000.00
4133 · PROPERTY MGMT	750.00	750.00	0.00	3,760.19	3,000.00	760.19	12,000.00
4135 · AUDITING	13,200.00	12,000.00	1,200.00	13,200.00	13,000.00	200.00	13,000.00
4136 · PROPERTY TAX	0.00	0.00	0.00	0.00	3,900.00	-3,900.00	7,800.00
4155 · POSTAGE/FREIGHT/EXP.MAIL	6.55	416.67	-410.12	2,022.35	1,666.64	355.71	5,000.00
4160 · PRINTING & DUPLICATING	615.88	1,833.33	-1,217.45	11,655.88	7,333.36	4,322.52	22,000.00
4175 · DUES/SUBSCRIPTIONS	1,018.05	1,625.00	-606.95	4,432.78	6,500.00	-2,067.22	19,500.00

UWF Historic Trust  
**Schedule II - Profit & Loss Budget Performance**  
 For the one month and twelve months ended October 31, 2022

	Oct 22	Budget	\$ Over Budget	Jul - Oct 22	YTD Budget	\$ Over Budget	Annual Budget
4176 · MEMORIALS	0.00	0.00	0.00	0.00	0.00	0.00	500.00
4180 · ADVERTISING/MRKTNG	4,987.83	5,000.00	-12.17	16,703.79	20,000.00	-3,296.21	60,000.00
4200 · EDUCATION PROGRAMS-SUPPLIES	2,374.54	3,085.00	-710.46	15,634.38	17,740.00	-2,105.62	42,850.00
4210 · Museum Store Purchases	962.24	1,875.00	-912.76	10,948.63	7,500.00	3,448.63	22,500.00
4215 · Special Programs Expenses	2,782.98	2,875.00	-92.02	2,782.98	6,500.00	-3,717.02	35,750.00
4225 · AWARDS/OTHER	0.00	0.00	0.00	0.00	0.00	0.00	3,500.00
4250 · TELEPHONE	254.74	333.33	-78.59	1,168.15	1,333.36	-165.21	4,000.00
4253 · WATER	230.03	250.00	-19.97	712.67	1,000.00	-287.33	3,000.00
4275 · UTILITIES	2,931.58	4,166.67	-1,235.09	45,416.45	36,666.68	8,749.77	100,000.00
5000 · TRAVEL EXPENSE	562.60	2,250.00	-1,687.40	3,502.22	7,125.00	-3,622.78	27,000.00
5100 · OFFICE / ADMIN EXPENSES	455.85	1,916.67	-1,460.82	12,513.26	7,666.68	4,846.58	23,000.00
5250 · SPECIAL EVENTS	555.88	1,975.00	-1,419.12	2,845.08	7,200.00	-4,354.92	23,500.00
6000 · EXHIBITS/COLLECTIONS/CURATOR...	7,285.97	14,000.00	-6,714.03	21,567.54	40,000.00	-18,432.46	130,000.00
6100 · BLDG/MATERIALS & SUPPLIES	3,852.67	4,625.00	-772.33	25,003.57	16,250.00	8,753.57	48,000.00
6135 · LANDSCAPING/GROUNDS	2,345.56	7,000.00	-4,654.44	17,982.93	14,000.00	3,982.93	70,000.00
6175 · INDEPENDENT CONTRACTOR	3,527.00	12,395.07	-8,868.07	56,238.43	64,893.48	-8,655.05	164,054.00
7800 · OCO/OTHER CAPITAL OUTLAY	3,918.00	1,000.00	2,918.00	10,417.00	10,000.00	417.00	20,000.00
7900 · Grant Expenses	1,064.12	0.00	1,064.12	1,364.12	0.00	1,364.12	45,171.00
<b>Total Expense</b>	<b>65,958.32</b>	<b>93,863.41</b>	<b>-27,905.09</b>	<b>327,351.65</b>	<b>354,541.84</b>	<b>-27,190.19</b>	<b>1,077,825.00</b>
<b>Net Ordinary Income</b>	<b>20,279.10</b>	<b>7,569.92</b>	<b>12,709.18</b>	<b>74,223.32</b>	<b>-50,775.11</b>	<b>124,998.43</b>	<b>0.00</b>
<b>Other Income/Expense</b>							
<b>Other Income</b>							
3950 · Other Grants	0.00	0.00	0.00	15,000.00	0.00	15,000.00	0.00
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,000.00</b>	<b>0.00</b>	<b>15,000.00</b>	<b>0.00</b>
<b>Other Expense</b>							
5100.20 · 200th Anniversary Celebration	0.00	0.00	0.00	10,124.40	0.00	10,124.40	0.00
6135.11 · Landscaping/Grounds Mtnc-SMC	91.19	0.00	91.19	13,622.23	0.00	13,622.23	0.00
<b>Total Other Expense</b>	<b>91.19</b>	<b>0.00</b>	<b>91.19</b>	<b>23,746.63</b>	<b>0.00</b>	<b>23,746.63</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>-91.19</b>	<b>0.00</b>	<b>-91.19</b>	<b>-8,746.63</b>	<b>0.00</b>	<b>-8,746.63</b>	<b>0.00</b>
<b>Net Income</b>	<b>20,187.91</b>	<b>7,569.92</b>	<b>12,617.99</b>	<b>65,476.69</b>	<b>-50,775.11</b>	<b>116,251.80</b>	<b>0.00</b>

**AGENDA**  
**Meeting of UWF Historic Trust**  
**Property & Collections Committee**  
**October 31, 2022**  
**3:00 - 4:00 p.m.**

1. Opening of Meeting
  - Public Comment
  - Review and Approval of Minutes from Previous Meeting: 08/22/2022
2. Reports
  - Collections Report
    1. Gifts and Loans – Ross
      - The West Florida Railroad Museum is interested in a trade of items that have been loaned to them for over 20 years. They have recently donated an L&N stove for the caboose so these items would be the trade. Carter asked what would happen if the Museum closed; Rob said we would work with them to get the items back. The site can only be used as a museum and they have been working with CSX and private donors on improving the site. The PCC is in favor of this request and staff will work with WFRRM to have final paperwork come back in the coming months.
    2. Exhibits Report – Jess/Ross
      - Greetings From Pensacola closed; opened 50 Years of the Great Gulfcoast Arts Festival in its place. Opening event on Sept 15, well attended. Video in gallery is also available on their website
      - Lost Pensacola opened in Voices on 10/20; had 60+ people attend the opening
      - Working on smaller projects between larger installs and exhibits.
  - Arcadia Report - Rob
    1. Anna Lochas has been working at Arcadia on Friday's since Adrienne left, to keep the site open two days a week. Groundskeeper Kenyan Murrell is now going out two days a week. The boardwalk has been pressure washed and is now safer to walk on. Staff is working with Wescon on repairs to the rotted sections.
  - Archives Report - Jess/Ross
    - Decline in research requests
      1. mostly student requests and simple address searches
    - Volunteer projects coming along; Margaret Stopp reached book 1400 in her library project, maps are being reorganized, and family files being updated
    - Looking into storage options due to increase in digitization requests - those that don't want to donate, but allow us to scan and keep digital files



- Historic Preservation/Facilities Report
  1. Facilities Report
    - a. Maintenance - Ross
    - b. trees - There has not been a major pruning since 2018 and work is planned for November.
    - c. Church AC - Primary unit stopped working because of a leak in the coil. Three companies have looked at the unit and staff have received replacement estimates. Big factor is the lead-time to get the unit which ranged from 10-20 weeks. Staff have selected Energy Systems for the new unit and it should arrive in 10-12 weeks. Rentals have been notified of the potential of a warm interior.
    - d. Boilers PMA and History - PMA had a new hot water pump added to the system after the old one stopped working. The History Museum had a blower replaced on the boiler. Both buildings are working properly now.
    - e. Dorr House - Staff is working with Wescon on repairs to the rotted sill beam which is the first step needed for the grant funded window and door repairs.
    - f. Impact 100 for PMA - Main Street facade was a finalist project for Impact but was not selected. Staff is working on addressing items that need immediate attention and what items can be funded through other sources.
    - g. Other projects - Before the announcement that on-time money had been stopped, staff was preparing various maintenance projects for bid and review. These projects will continue through the bid process, with the most needed moving forward.
  2. ARB Report - Gregg announced Adrienne is now working for the city and will be helping with ARB. Notable project was the rooftop expansion at the Cultural Center.
- 3. Old Business
  - Train Covering Update - Ross
    1. Still working on revising original plans to fit the budget. Staff and the Architect are working with a potential donor to help with the increased cost of the canopy. If the cost cannot be reduced in the coming weeks, the design will significantly change so the project can start in January/February of 2023.
- 4. New Business
  - Parking proposal
    1. Rob -shared an unsolicited parking proposal from Premium. Share the locations and what the agreement could potentially be. Rob will continue to work with Premium on an agreement with suggestions from staff and PCC. There was a discussion on Premium and other lots downtown.
  - Leases/MOUs

1. Holly Hays

1. Logan DeVries updated on the current status of the former South Market and they would like to turn it into a BBQ restaurant. They will temporarily use it as an event space until January. She still has a number of years on the lease and is interested in staying in this space.

2. Pensacola Bay Brewery

1. Logan, 2025 expires lease, they would like a 5 year extension and the recommendation is to approve a 5 year extension. They have been great tenants and the same market increases will continue with an extension. Bill motions, Carter seconds to let Rob and Logan work on the lease agreement.

5. Adjournment

- Next meeting scheduled for February 27, 2022
- 1.

**APP LOT AGREEMENT** | JUNE 21, 2022

# Premium App Lot Agreement

P2842-44 - Historic Preservation Lots

**Philip Olivier**

Market President, Gulf Coast  
polivier@premiumparking.com



601 Poydras Street Suite 1500 New Orleans, LA 70130

# APP LOT AGREEMENT

This APP LOT AGREEMENT (this “Agreement”), dated as of \_\_\_\_\_ (the “Effective Date”), is made and entered into by and between West Florida Historic Preservation, Inc., a Florida non-profit corporation (“Owner”), and Premium Parking Partners, L.L.C., a Louisiana limited liability company (“Premium”) (hereinafter collectively referred to as the “Parties” and each individually as a “Party”).

## WITNESSETH:

WHEREAS, Owner owns or otherwise has the right to manage the Parking Facility (as defined below); and

WHEREAS, Owner desires to obtain Premium’s parking revenue collection services in connection with the Parking Facility and the Parking Spaces (as defined below).

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

1. **PARKING FACILITY:** The “Parking Facility” is defined as the 3 surface automobile parking lots described as follows: (1) the Fountain Park Lot located at approximate address 501 S Adams St, Pensacola FL 32502, on the parcels having parcel IDs 000S009004002009 and 000S009006001001, (2) the South Market Lot located at approximate address 213 E Zarragossa St, Pensacola FL 32502, on the parcel having parcel ID 000S009004004008, and (3) the Museum Lot located at approximate address 407 S Jefferson St, Pensacola FL 32502, on the parcel having parcel ID 000S009004001016, all in Pensacola, Escambia County, Florida, and together currently having approximately 67 parking spaces (the “Parking Spaces”). The Parking Facility is specifically defined to exclude any building, structure, or improvement on, adjacent to, ancillary to, or annexed to the Parking Facility, regardless of whether such building, structure, or improvement bears the same municipal address as the surface lots that comprise the Parking Facility.
2. **TERM; TERMINATION**
  - 2.1. **TERM:** The initial term of this Agreement will commence on the later of August 1, 2022, or the Effective Date (the “Commencement Date”) and will end three years later (the “Initial Term”). Subject to earlier termination as hereinafter provided, upon expiration of the Initial Term according to the terms hereof, this Agreement will be automatically renewed and extended for consecutive one year terms (each a “Renewal Term,” and together with the Initial Term, the “Term”) unless either Party notifies the other in writing thirty (30) days prior to the end of the then current Term that it desires to terminate this Agreement at the end of the then current Term.

- 2.2. TERMINATION FOR CONVENIENCE: Notwithstanding anything to the contrary contained herein, either Party may terminate this Agreement at any time for any reason or no reason upon sixty (60) days' written notice to the other Party.
  - 2.3. RIGHT OF FIRST REFUSAL: Notwithstanding the foregoing, in the event Owner terminates this Agreement pursuant to Section 2.1 or 2.2 above, before entering into any other agreement for parking services for the Parking Facility similar to those provided under this Agreement, Owner must give Premium the opportunity to meet the terms of the new offer or proposed agreement.
  - 2.4. EARLY TERMINATION: If this Agreement is terminated for any reason or no reason within five years of the purchase of any Signage or Equipment, Owner must pay Premium an early termination penalty calculated by dividing the total cost of Signage or Equipment by 60, then multiplying the result by the number of months remaining in the five-year period following such purchase. This Section 2.4 does not apply to any capital item purchased without Owner's approval.
3. PREMIUM; DUTIES OF PREMIUM; EQUIPMENT
    - 3.1. PREMIUM: Subject to the terms and provisions of this Agreement, Owner hereby appoints Premium as agent for Owner to perform certain parking services as set forth herein. Premium accepts its appointment pursuant to this Agreement.
    - 3.2. DUTIES OF PREMIUM: Premium will discharge its duties and obligations hereunder in good faith on behalf of Owner in an efficient manner commensurate with the Parking Facility's type of patronage, which patrons are exclusively mobile application payors. Premium will provide the following services (the "Services"):
      - 3.2.1. Charge and collect from the patrons of the Parking Facility reasonable fees for the parking of automobiles on the Parking Spaces.
      - 3.2.2. Market the Parking Spaces to the public, except during an Owner Reserved Period (as defined below).
      - 3.2.3. Establish commercially reasonable rates to be charged for the use of the Parking Spaces and make changes in such rates and charges as it deems necessary.
      - 3.2.4. Collect and pay all sales and parking taxes levied upon or in connection with the Parking Spaces and file all sales and parking tax and other reports and returns with respect thereto with state and federal regulatory authorities. All sales and parking taxes will be paid by Premium out of the Gross Revenue pursuant to Section 5.2 below.

- 3.2.5. Establish with Owner commercially reasonable written parking rules and procedures for the Parking Facility (the "Parking Procedures").
- 3.2.6. Enforce the Parking Procedures.
- 3.2.7. Allow Owner to reserve all or a portion of the Parking Spaces for its own purposes up to 40 times per calendar year, for periods up to 48 hours each (each an "Owner Reserved Period"), during which Premium will suspend the paid parking program.
- 3.2.8. Provide for Owner's use or distribution (i) up to 200 free promo codes per year, each of which permits up to 24 hours of complimentary parking at the Parking Facility, and (ii) up to 50 concurrent free monthly parking subscriptions.
- 3.2.9. Maintain and repair the revenue control equipment and installed signage from regular wear and tear, as necessary. Premium will not be responsible for any maintenance or repair not included in this Paragraph 3.2.9.

### 3.3. SIGNAGE AND EQUIPMENT

- 3.3.1. SIGNAGE: Premium will procure and install removable signs (the "Signage") on and at the Parking Facility. The purchase of any Signage by Premium for installation at the Parking Facility will be billed to Owner as an expense. Premium expects its initial Signage cost to total approximately \$8,400. Owner grants Premium and its employees, contractors, and agents a license to enter upon the Parking Facility to install the Signage. Premium will have the right to remove the Signage upon the termination of this Agreement.
- 3.3.2. EQUIPMENT: Premium may procure and install removable revenue control equipment (the "Equipment") on and at the Parking Facility. The purchase of any Equipment by Premium for installation at the Parking Facility will be amortized and charged to Owner. Owner grants Premium and its employees, contractors, and agents a license to enter upon the Parking Facility to install the Equipment. Premium will have the right to remove the Equipment upon the termination of this Agreement.

## 4. DUTIES OF OWNER

- 4.1. LEASE OBLIGATIONS: Owner is responsible for the payment of all rentals and taxes and other obligations under any ground leases covering the Parking Facility.
- 4.2. MAINTENANCE AND REPAIR: Owner will be responsible for all repairs and maintenance which are not Premium's responsibility under Section 3.2.9 above. Owner's obligations hereunder are defined to include repairs and maintenance relating to any item which is of

a structural nature, such as roof, foundation, or building frame, or relating to the surface of the Parking Facility, as well as repairs and maintenance to any other item made to meet governmental regulations or to secure insurance.

## 5. ACCOUNTING AND COMPENSATION

### 5.1. GROSS REVENUE

5.1.1. DEFINITION: "Gross Revenue" is defined as all amounts collected by Premium in connection with its operation of the Parking Spaces.

5.1.2. COLLECTION: Premium will collect the Gross Revenue from users of the Parking Spaces.

5.1.3. ENFORCEMENT: Premium may engage the services of one or more third-party enforcement providers (each a "Third-Party Enforcer") in connection with the enforcement of parking regulations at the Parking Facility. Notwithstanding anything to the contrary herein, any amounts collected in connection with an enforcement action (such as a citation, notice of violation, immobilization, or towing) by Premium or any Third-Party Enforcer do not constitute Gross Revenue as defined herein, except to the extent that such amounts are specifically collected and remitted to Premium for inclusion in the Gross Revenue as "unpaid parking fees."

5.2. DIRECT COSTS: Premium will deposit the Gross Revenue into its operating account (the "Account"). Subject to the limitations contained in this Agreement, Premium will deduct from the account the following expenses related to or necessary for the marketing of the Parking Spaces (collectively, the "Direct Costs"):

5.2.1. SALES, PARKING, AND SIMILAR TAXES: All sales taxes, parking taxes, and similar taxes levied or assessed against the Parking Spaces or on the revenues derived therefrom.

5.2.2. PLATFORM FEES: Standard fees charged by Premium to end users who pay using the **GLIDEPARCS**® platform, including without limitation through iOS app, Android app, TextPay®, CameraPay®, web app, or other methods, at standard rates then in effect, and retained by Premium.

5.2.3. FINANCIAL CHARGES: Credit card fees, charges related to electronic fund transfers, ACH fees, bank fees, check cashing fees, or returned checks fees.

5.2.4. PERMITS AND FEES: All license fees, license taxes, permit fees, business taxes, and similar assessments and charges necessary for the operation of the Parking Facility.

- 5.2.5. SIGNAGE: The cost of any initial or replacement Signage.
- 5.2.6. EQUIPMENT: Amortization charges for the Equipment.
- 5.2.7. MAINTENANCE AND REPAIRS: Any costs or expenses incurred for the maintenance or repair of the Signage or Equipment.
- 5.2.8. IMPROVEMENTS: Premium may, with Owner's written approval, purchase and install equipment or improvements which the Parties agree should be installed as part of the parking and revenue control system according to the operational requirements of the Parking Facility. Title to any equipment and improvements purchased pursuant to the provisions of this Section will vest in Owner upon the installation thereof or upon the reimbursement by Owner to Premium therefor, whichever comes later. The total cost of any such equipment or improvement (including delivery and installation costs and taxes) must be reimbursed to Premium by Owner within thirty days of receipt of Premium's statement showing the description and cost of each item.
- 5.2.9. DAMAGES AND LOSSES: All losses, whether made necessary because of ordinary wear and tear or because of damage or loss incurred by fire, flood, storm, theft, accident, vehicular damage, or any other cause, coming within the deductible provisions set forth in Section 6 below; all self-retention costs; and other losses not covered by insurance; including without limitation all payments made in relation to vehicle-related claims.
- 5.2.10. SERVICES: The cost of contract services and utilities procured from third parties.
- 5.2.11. SUPPLEMENTAL FEES: All supplemental processing fees such as fees for the issuance of extra parking permits for the Parking Facility, house account fees, customer service fees, and late payment fees.
- 5.2.12. TECHNOLOGY FEES: Subscription costs and other monthly fees relating to the Equipment or otherwise necessary to provide the Services.
- 5.2.13. PERSONNEL EXPENSE: Amounts expended for wages, salaries, and expenses of all personnel who are directly engaged on a full-time or part-time basis in work directly connected or associated with the performance of the Services.
- 5.2.14. PAYROLL BURDEN: Payments of payroll taxes and other employment-related levies and assessments which are applicable to the salaries and wages chargeable per the above section, and payments relating to workers' compensation insurance, health insurance, and other employee benefits applicable to those employees.



- 5.2.15. OTHER EMPLOYEE EXPENSES: Expenses of uniforms and similar items for use of Premium's employees engaged in the performance of the Services.
  - 5.2.16. ADMINISTRATIVE EXPENSES: Premium's administrative expenses related to the provision of the Services.
  - 5.2.17. SUPPLIES AND MATERIALS: Supplies and materials purchased or furnished by Premium in providing the Services, including replacement signage, tickets, uniforms, and mobile devices.
  - 5.2.18. INSURANCE: All premiums for insurance required to be carried by Premium pursuant to Section 6 below.
  - 5.2.19. SUPERVISOR: Premium's supervisory costs relating to the Parking Facility.
  - 5.2.20. OTHER EXPENDITURES: Any other expenditure not covered or dealt with in the foregoing provisions of this Section 5.2 incurred by Premium for the necessary and proper performance of the Services.
  - 5.3. NET REVENUE: The "Net Revenue" for a given time period is defined as the Gross Revenue less the Direct Costs for the same time period.
  - 5.4. REPORTS: Premium will keep detailed accounts of all transactions relating to its marketing of the Parking Spaces and will submit monthly reports thereof to Owner by the 25th day of the subsequent month showing the calculation of Net Revenue.
  - 5.5. COMPENSATION
    - 5.5.1. PREMIUM'S FEE: Premium is entitled to retain 50% of the monthly Net Revenue ("Premium's Fee").
    - 5.5.2. OWNER'S PERCENTAGE: Owner is entitled to 50% of the monthly Net Revenue ("Owner's Percentage").
  - 5.6. PAYMENTS: Premium will pay to Owner the Owner's Percentage monthly, together with and on the same schedule as the reports required by Section 5.4 above.
  - 5.7. ENFORCEMENT: Owner reserves the right to control the removal of vehicles from and, where applicable, immobilization of vehicles in the Parking Facility. If Owner requests that a vehicle be booted or towed in error, then Owner must either pay the booting or towing fee to the enforcement operator or refund the booting or towing fee to the owner of the wrongfully booted or towed vehicle. Owner's indemnification obligations in Section 7.1 apply to Owner's actions under this Section 5.7.
6. INSURANCE

- 6.1. PREMIUM'S INSURANCE: Premium will, during the Term of this Agreement, procure and maintain a minimum of the following insurance:
- 6.1.1. Garage Liability or Comprehensive or Commercial General Liability Insurance against liability for property damage and/or bodily injury (including death) with a combined per occurrence limit of not less than five million dollars (\$5,000,000.00), which coverage will specifically include the contractual liability assumed by Premium under this Agreement.
  - 6.1.2. Worker's Compensation insurance in compliance with the statutory requirements of the State of Florida, including waiver of subrogation rights in favor of Owner.
  - 6.1.3. Client Property coverage with limits of not less than three hundred thousand dollars (\$300,000.00) subject to a deductible of not more than ten thousand dollars (\$10,000.00) for each loss.
  - 6.1.4. Employee Theft coverage with limits of not less than three hundred thousand dollars (\$300,000.00) subject to a deductible of not more than ten thousand dollars (\$10,000.00) for each loss except for employee theft of automobiles which is subject to a deductible of fifty thousand dollars (\$50,000.00).

The insurance required by this Section 6 will cover Premium and its officers, agents, and employees; may be a blanket policy or policies also covering other locations and insureds; and will require that at least thirty (30) days' written notice be given to Owner prior to any cancellation, non-renewal, or material change in coverage. Owner will be named as additional insured on the policies required by Paragraph 6.1.1, but excluding coverage for Claims (as that term is below defined) for faulty construction or design of the Parking Facility. Upon written request, Premium will obtain and provide Owner with current certificates of insurance evidencing the coverage provided pursuant to this Section 6.

- 6.2. OWNER'S INSURANCE: Owner will, during the Term, procure and maintain a minimum of the following insurance:
- 6.2.1. Fire and extended coverage, vandalism and malicious mischief and all-risk insurance coverage covering the Parking Facility, for the benefit of Owner and Premium, but excluding the property of Premium located at the Parking Facility. Such policies will be endorsed to provide a waiver of subrogation in favor of Premium and will include a provision for thirty (30) days' written notice to Premium of cancellation, change in the name of the insured, or any other material change.
  - 6.2.2. Commercial General Liability Insurance for the benefit of Owner against liability for property damage or bodily injury (including death) with a combined per

occurrence limit of not less than one million dollars (\$1,000,000.00), which coverage will specifically include the contractual liability assumed by Owner under this Agreement.

Upon request, Owner will obtain and provide Premium with current certificates of insurance evidencing the coverage provided by this Section 6.2.

## 7. INDEMNIFICATION

- 7.1. BY PREMIUM: Premium will, at its own cost and expense, defend, indemnify, and hold Owner harmless from and against any and all actions, costs (including attorney's fees), losses, expenses, and damages (collectively, "Claims"), including without limitation bodily injury and property damage, sustained by Owner during the Term of this Agreement that are attributable to the negligence or willful misconduct in the performance of Premium's obligations under this Agreement by Premium or any of its agents, servants, or employees under Premium's direct control.
- 7.2. BY OWNER: Owner will, at its own cost and expense, defend, indemnify, and hold Premium and its managers, members, officers, and affiliates harmless from and against any and all Claims, including without limitation bodily injury and property damage, sustained by Premium during the Term of this Agreement that are attributable to (a) the negligence or willful misconduct by Owner or any of its agents, servants, or employees, (b) the faulty construction, design, or physical state of the Parking Facility, or (c) any action taken by Premium or any of its agents, contractors, servants, or employees at the direction of Owner or any of Owner's agents, servants, or employees.
8. NOTICES: All notices hereunder must be given in writing and will be deemed to have been given upon (a) personal delivery, (b) the fifth business day after mailing by certified or registered mail, postage prepaid, return receipt requested, (c) the second business day after sending by a nationally recognized overnight courier service (against a receipt therefor), or (d) the first business day after sending by email. All such notices must be addressed to the address or email address provided for each Party on the signature page of this Agreement or to such other address as to which either Party may have notified the other in writing.
9. SUCCESSORS AND ASSIGNS: This Agreement is binding and inures to the benefit of the Parties hereto, their legal representatives, and respective successors and assigns.
10. CHANGE IN LAW: If any new federal, state, or local law, regulation, or rule is enacted or if there is a change in any federal, state, or local law, regulation, or rule that affects this Agreement, the activities of either Party under this Agreement, or either Party's performance or ability to perform under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation, or rule, and either Party reasonably believes in good faith that such change will have a substantial adverse effect (including adverse financial impact) on such Party's business operations or its rights or obligations under this Agreement,

then such Party may, upon written notice, require the other Party to enter into good faith negotiations to renegotiate the terms of this Agreement. If (a) the Parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of (i) forty-five (45) days after the date of the notice seeking renegotiation or (ii) the effective date of the change, or (b) the change is effective immediately, then either Party may immediately terminate this Agreement upon written notice of such termination to the other Party.

11. ATTORNEY'S FEES: Should either Party bring any legal action or other proceeding for damages for an alleged breach of this Agreement or to enforce, protect, or establish any right or remedy of either Party, the prevailing party will be entitled to recover as a part of such action or proceeding reasonable attorney's fees and court costs.
12. ENTIRE AGREEMENT: This Agreement is the entire and exclusive agreement between the Parties with respect to the matters covered by this Agreement and replaces and supersedes any and all prior negotiations, dealings, and agreements between the Parties relating to the same.
13. ADOPTION OF RECITALS: The Parties hereto adopt the recitals set forth above as a part of this Agreement and acknowledge and agree that the facts set forth therein are true, accurate, and complete.
14. AMENDMENT: The Parties may not amend or modify this Agreement except by a written instrument signed by an authorized signatory of each Party.
15. GOVERNING LAW: This Agreement is governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws principles.
16. INTELLECTUAL PROPERTY: "Intellectual Property" means all worldwide proprietary rights in each and all of the following, whether or not patentable: ideas, inventions, concepts, developments, designs, applets, applications, firmware, software, computer programs, creations, other works of authorship, technology, prototypes, methods (whether technological, business or otherwise), processes, marks, symbols, slogans, emblems, business plans and strategies, customer lists, and other proprietary things or information. All Intellectual Property of Premium as of the date of this Agreement and all Intellectual Property owned, created, or discovered by Premium during the Term will remain the sole and exclusive property of Premium. No Intellectual Property owned, created, or discovered by Premium during the Term will be deemed a "work made for hire." Owner will not have a license or any other rights to the Intellectual Property of Premium.
17. COUNTERPARTS: This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts will be construed together and will constitute one instrument, but in making proof hereof it will only be necessary to produce one such counterpart. In order to expedite the action contemplated herein, telecopied or electronic signatures may be used in place of original

signatures on this Agreement. Owner and Premium intend to be bound by the signatures on the telecopied or electronic document, are aware that the other party will rely on the telecopied or electronic signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

18. **SUBCONTRACTORS:** Premium may, without prior approval of Owner, provide any of the services contemplated by this Agreement by itself or through one or more of its affiliates or third-party subcontractors, and specifically reserves the right to subcontract any and all enforcement services under this Agreement.
19. **OTHER PARKING AGREEMENTS:** Owner represents and warrants to Premium that as of the Effective Date, there will be no other leases, management agreements, valet agreements, or other similar parking agreements in effect for the Parking Facility and that Premium will have the exclusive right to provide parking services for the Parking Facility during the Term.
20. **GLIDEPARCS® PLATFORM:** Premium does not guarantee that the software will perform error-free or uninterrupted, or that Premium will correct all services errors. Owner acknowledges that Premium does not control the transfer of data over communication facilities, including the internet, and that the software may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Premium is not responsible for any delays, delivery failures, or other damage resulting from such issues.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have hereby executed this Agreement as of the date first written above.

**OWNER:**

West Florida Historic Preservation, Inc.

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

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

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

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

Address: 120 E Church St, Pensacola FL 32502-5941

Email:

**PREMIUM:**

Premium Parking Partners, L.L.C.

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

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

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

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

Address: 601 Poydras St Ste 1500, New Orleans LA 70130-6061

Email: [jhuger@jmhcompanies.com](mailto:jhuger@jmhcompanies.com) with a copy to [legal@premiumparking.com](mailto:legal@premiumparking.com)