



UNIVERSITY *of* WEST FLORIDA

# HISTORIC TRUST

BRINGING HISTORY TO LIFE

**Monday**

**March 21, 2022**

**MEETING OF THE  
BOARD OF DIRECTORS**



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

**AGENDA**

March 21, 2022 - Noon

1. Opening of Meeting/Introductions
  - a. Attendance Roll
2. Public Comments
3. Approval of Minutes
  - a. Board of Directors Meeting: January 24, 2021
4. Additions to the Agenda
5. Adoption of the Agenda
6. Advancement Report - Mr. Howard Reddy
7. Executive Director Report – Mr. Robert Overton
8. Treasurer’s Report – Mr. Charlie Switzer
9. Committee Reports and Recommendation
  - a. PMA Board Report - Mr. Edward Tisdale and Mr. Nick Croghan
  - b. Property and Collections Committee - Feb 28, 2022 - Mr. Dave Luttrell
    - a. Hurricane Repairs Update - Ross Pristera
10. Old Business
  - a. Premium Parking Proposal - Rob
  - b. Bootleg Ball - Informational
11. New Business
12. Chair’s Comments
13. Adjournment
  - a. Next meeting: May 23, 2022



UNIVERSITY of WEST FLORIDA  
**HISTORIC TRUST**

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**Minutes of the Meeting of  
January 24, 2022**

**DIRECTORS PRESENT:** Mr. Scott Barrow, Mr. Charlie Switzer, Dr. Lornetta Epps, Mrs. Pamela Schwartz, Dr. Della Scott-Ireton, and Mr. Edward Tisdale.

**DIRECTORS ABSENT:** Mr. Collier Merrill, Mrs. Teri Levin, Mrs. Suzanne Lewis, Mr. John Peacock, Dr. Amy Mitchell-Cook, Mr. David Luttrell, Ms. Noemi Gaytan.

**STAFF PRESENT:** Dr. Martha Saunders, Robert Overton, Howard Reddy, Nicholas Croghan, Anna Wall, Ross Pristera, Claire Stewart, and Amy Eve.

**INVITED GUESTS PRESENT:** Logan DeVries and Jessica Scholl.

**PUBLIC PRESENT:** Ms. Claudine Kriss, Hannah Matthews.

1. Opening of Meeting: Vice-Chair Barrow called the meeting to order at 12:06 p.m. The presence of a quorum was noted.
2. Public Comments / Questions: None - Claudine Kriss thanked HT for GGAF and looking forward to next year.
3. Approval of Minutes: Mr. Schwartz motioned to approve the minutes and Mr. Switzer seconded. They were approved unanimously.
4. Additions to the Agenda: None
5. Adoption of the Agenda: The agenda was adopted with UNANIMOUS approval. Epps and unanimous carries
6. University Update: Dr. Saunders reported that enrollment is up, with the largest growth being in the graduate program. The university is still keeping an eye on Covid and suspects that it will be with us for a while and will be keeping protocols in place. The university has managed without any serious setbacks. We do have some rooms for quarantine of students available on a limited basis. Hoping for better days but we will be living with this for a time. In speaking with the community we have adopted some better practices as in no one should come to work sick in any capacity as it costs tremendously. Dr. Kim LeDuff has moved on and is a great loss. She moved back to New Orleans and we are happy for her. We are happy with the strong bench of leadership she created. Dr. Greg Tomso has taken the leadership role on an interim basis. In June we will begin searching for permanent replacement. The university has maintained itself financially. We

haven't raised tuition or fees in many many years. We still don't know but we are hoping for a good legislature result this year. One of the focuses is on student employment and helping ensure that they are getting good jobs and staying in Florida.

7. Advancement Update: Mr. Reddy reported close to \$3.8 million this year. Annual fund is ahead with 524 donors so far for the year. Donor giving is up with 53 major gifts since July 1. Alumni donors are up to 64% and we are in a better position than this time last year. Alumni board giving is at 100 percent and the Historic Trust board giving is at 9 of 13 members making a gift. The UWF Foundation board is at 100%. The impact of every gift is helpful.
  
8. Executive Director Report: Mr. Overton shared his report. Between December 21st and January 2nd, we brought in through admissions and store sales \$10,360.15 which is an 87% increase over our pre-covid December 2019. We also sold 13 new memberships over the same period.  
We have a request into the state legislature for additional state funding. The request is for non-recurring funds in the amount of \$750,000. We are working with Representative Jayer Williamson who is chair of the Tourism and Economic Development Committee on this request. Representative Broxson is our sponsor in the Senate and Representative Jenna Persons-Mulicka, of Fort Meyers is our sponsor in the house. Work on the Bowden Building Classrooms is ongoing. The new flooring and painting is complete. Wall graphics will go in in a few weeks and the updated technology has been ordered. We hope to have everything completed by mid-March. During our last elevator inspection at PMA we were informed that the main lift cylinder was badly deteriorated. We had the repairmen from ThyssenKrupp out to give an estimate for repairs. The estimate for repairs totals \$75,601.93. We received a \$5,000 grant from the International Paper Foundation to install an exhibit in the Children's Museum on the Bay and the environment. We received a \$1,000 grant from the Great GulfCoast Arts Festival for creating new artwork on one of our cubes. Our overall Site visitation up 57% A PBS Emmy award winning Television series "A Taste of History" was filmed in Historic Pensacola Village last Friday. The PBS host, crew, and local chefs were very impressed with our colonial kitchen house and our historic village. Our education staff led by Sheyna Marcey did a wonderful job working with the production crew. The show is scheduled to air sometime later this year. Our Bootleg Ball was rescheduled due to the rise in covid cases. The committee chose to reschedule the event to April 2nd. All of our sponsors have confirmed that they will continue their sponsorships. We will be holding our UWF Historic Trust Community Day on March 5th with all museums open for free with some special programs being offered throughout the day.
  
9. Treasurer's Report: Mr. Charlie Switzer presented the Income Statement and Balance Sheet for December. Total Income December: \$ 65,297.46 Total Expense December: \$ 38,563.59 The UWFHT had a monthly income over expense of \$26,733.87 and a year to date income over expense of \$209,371.92. This month we continued to see the increase in admissions income and we received grant income we were recently awarded. We also generated some

revenue from the Bootleg Ball we had planned for January that has now been postponed to April 2nd. We have begun holding birthday parties in the Children's Museum and are again bringing in school tours for the Historic Village and these incomes are reflected as well. We will be looking at increasing budget lines for a few areas moving forward to reflect current spending needs for programs and operations. Della, Epps. carries.

10. Committee Reports and Recommendations:

- a. PMA Board Report: Mr. Tisdale called on Mr. Croghan to report on the PMA. 2021 number highlights. Youth Art Focus has been well attended. We hired a new Curator of Education, Caitlin Rhea. PMA partnered with the Pensacola Opera on pairing art with The Magic Flute. During our upcoming Community Day we will feature live painting of the cubes on Museum Plaza.
- b. Property and Collections Committee (PCC) Report: NO meeting.
  - i. Hurricane Update- Mr. Pristera reported that the majority of the repairs from Sally have been completed. He has worked closely with the University and the final few projects are very close to completion. 2.4 million - 150k balance due not reimbursed by FEMA and Insurance.

11. Old Business:

- a. Michael Carro presented the America's First Settlement Trail initiative to the board. The proposed history trail is being modeled after the Freedom Trail in Boston in that it will feature a painted line along the City sidewalks and Streets through a section of our historic downtown. Using a website-based story map to highlight locations of downtown historical significance. Mr. Carro hopes that the initial trail will serve as a catalyst for additional walking history trails that will encourage people to walk the city and learn about our diverse history. Mr. Carro has already secured most of the funding needed to create the initial trail as well as City approval. He asked the board to consider financially supporting the trail. The board expressed interest in the trail but tabled further discussion of possibly providing funding until more details about the trail could be gathered.
- b. Bootleg Ball has been postponed until April 2nd. Our sponsors stayed on board. The PMA Guild is helping with decorations.

12. New Business:

- a. UWF Historic Trust Community Day: iis scheduled to be held on Saturday March 5th. All of our museums will be open for free that day.

13. Chair's Comments: Mr. Barrow thanked attendees for comments and engagement.

14. Adjournment: The meeting was adjourned at 1:21 p.m.

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Chairman / Officer

ATTEST: \_\_\_\_\_  
Robert J. Overton, Jr. – Executive Director

## Visitation Report

**February, 2022**

<b>Historic Pensacola</b>	<b>Current Month February, 2022</b>	<b>YTD 2020/21</b>	<b>YTD 2021 - 2022</b>
Schoolchildren	209	0	1,131
Birthday Parties Attendees	0	0	245
Special Programs Attendees	313	1,803	313
Private Tour Attendees	0	0	0
Special Event Attendees	9198	16,235	47689
Admissions ONSITE sales	2,832	1,797	20,570
<b>TOTAL</b>	<b>12552</b>	<b>19835</b>	<b>69,948</b>
<b>Online Admissions Total</b>	204	824	1,866
<b>Pensacola Museum of Art</b>			
Schoolchildren	56	185	73
Birthday Parties Attendees	0	0	0
Special Programs Attendees	498	277	784
Special Event Attendees	175	77	990
Admissions ONSITE sales	1,143	4,031	4,962
<b>TOTAL</b>	<b>1872</b>	<b>4570</b>	<b>6809</b>
<b>Arcadia Mill</b>			
Scheduled Tour Attendees	0	0	36
Site Visitors (Mill & Homestead)	1217	7,688	7703
Special Program Attendees	44	0	106
Tickets Sold	72	454	544
<b>TOTAL</b>	<b>1333</b>	<b>8142</b>	<b>8,389</b>
<b>GRAND TOTAL</b>	<b>15961</b>	<b>32547</b>	<b>85,146</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:** March 21, 2022

Following this Memo is the February Income Statement and Balance Sheet for the UWF Historic Trust.

Total Income February: \$ 85,310.25  
Total Expense February: \$ 106,418.31

The UWFHT had a monthly expense over income of \$21,108.06 and a year to date income over expense of \$161,361.24. This month we continued to see an increase in admissions and special event income that also resulted in increased expenses associated with operational costs. As we have returned return to a more normal operations schedule, the numbers we anticipated last spring are not reflective of current activity and needs so for this reason, we have revised budget projections for 2021-2022 and have included an updated adjusted year-end budget in the February income statement for review.



**UWF Historic Trust  
INCOME STATEMENT**

For Month ending February 28, 2022

		Year to Date	Budget		Year to Date	Budget	Adjusted Budget
	Feb 2021	Feb 2021	2020/2021	Feb 2022	Feb 2022	2021/2022	2021/2022
<b>INCOME</b>							
3005 · ADMISSIONS	6,387.00	28,334.00	130,000.00	21,838.49	165,437.65	96,700.00	148,200.00
3006 · BIRTHDAY PARTIES	0.00	0.00	3,500.00	375.00	4,124.50	2,000.00	2,000.00
3200 · EDUCATION PROGRAMS	0.00	4,043.58	29,000.00	2,270.00	12,405.00	8,800.00	8,800.00
3300 · CITY/COUNTY FUNDING	0.00	0.00	202,400.00	0.00	53,396.28	202,400.00	202,400.00
3310 · ESC COUNTY SCHOOL FUNDING	0.00	10,000.00	21,000.00	0.00	0.00	13,000.00	13,000.00
3320 · SPECIAL PROGRAMS: Ghost tours, Camp, etc	0.00	8,674.00	23,500.00	52.78	29,486.78	15,000.00	15,000.00
3350 · GRANT INCOME - Operating Support	0.00	10,253.50	25,000.00	0.00	87,338.39	25,000.00	25,000.00
3380 · PARKING	0.00	27,652.89	18,000.00	6,400.00	18,400.00	30,500.00	30,500.00
3400 · MUSEUM STORE	1,078.69	8,711.58	30,000.00	1,878.01	28,942.06	20,000.00	25,000.00
3500 · LEASE/BUILDINGS	9,264.24	76,275.50	130,000.00	14,379.26	120,224.54	131,000.00	131,000.00
3510 · RENTALS/SHORT-TERM	26,385.73	116,960.89	127,000.00	36,869.50	117,467.99	139,000.00	154,000.00
3560 · DONATIONS	500.00	1,730.27	3,000.00	1,247.21	20,334.41	5,000.00	5,000.00
3570 · RESTRICTED GIFTS	0.00	0.00	11,000.00	0.00	0.00	11,500.00	11,500.00
3590 · RESTRICTED INTEREST-VEAL	0.00	0.00	220.00	0.00	0.00	225.00	225.00
3600 · EARNED INTEREST	0.00	0.00	100.00	0.00	0.85	100.00	100.00
3800 · SHORTAGE/OVERAGE	-0.09	-1.02	0.00	0.00	0.06	0.00	0.00
<b>Total Income</b>	<b>43,615.57</b>	<b>292,635.19</b>	<b>753,720.00</b>	<b>85,310.25</b>	<b>657,558.51</b>	<b>700,225.00</b>	<b>771,725.00</b>
<b>EXPENDITURES</b>							
4110 · CONSULTING SERVICE	120.00	6857.50	14,500.00	60.00	5782.00	13,000.00	13,000.00
4113 · PAYROLL	7000.00	46000.00	107,000.00	7500.00	32500.00	84,000.00	84,000.00
4115 · MUSEUM-STAFF	710.00	11340.50	24,500.00	1940.00	19879.00	21,200.00	36,200.00
4120 · AUTO EXPENSE ALLOWANCE	600.00	4800.00	7,200.00	500.00	4000.00	6,000.00	6,000.00
4130 · INSURANCE & SURETY BONDS	0.00	9144.30	19,300.00	0.00	9438.00	19,300.00	19,300.00
4133 · PROPERTY MGMT	764.40	6075.68	12,000.00	750.00	7203.98	10,000.00	10,000.00
4135 · AUDITING	0.00	13000.00	13,000.00	0.00	13000.00	13,000.00	13,000.00
4136 · PROPERTY TAX	0.00	679.16	750.00	0.00	0.00	700.00	700.00
4155 · POSTAGE/FREIGHT/EXP.MAIL	486.21	1420.93	4,500.00	1049.20	4035.21	3,500.00	3,500.00
4160 · PRINTING & DUPLICATING	1003.80	2776.30	19,100.00	1946.00	7815.99	14,000.00	14,000.00
4175 · DUES/SUBSCRIPTIONS	35.00	5145.85	11,000.00	1950.00	4683.90	9,000.00	9,000.00
4176 · MEMORIALS	0.00	0.00	500.00	0.00	315.84	300.00	300.00
4180 · ADVERTISING	4121.28	14762.96	37,000.00	4602.72	39146.99	37,000.00	47,000.00
4200 · EDUCATION PROGRAMS/SUPPLIES	2548.17	10965.71	32,150.00	2348.75	11202.30	22,600.00	22,600.00
4210 · MUSEUM STORE PURCHASES	186.00	4142.03	18,500.00	74.52	10484.86	10,000.00	15,000.00
4215 · SPECIAL PROGRAMS: Ghost tours, camp, etc	0.00	1272.72	11,900.00	0.00	1033.60	5,200.00	5,200.00
4225 · AWARDS/OTHER	300.00	2650.00	5,500.00	0.00	2650.00	3,500.00	3,500.00
4250 · TELEPHONE	228.69	1805.86	2,000.00	165.93	1691.08	2,000.00	2,000.00
4253 · WATER	617.12	1732.08	3,000.00	502.91	1710.00	3,000.00	3,000.00
4275 · UTILITIES	48503.03	78062.47	65,000.00	43588.34	107708.34	150,000.00	150,000.00
5000 · TRAVEL / PROFESSIONAL DEVELOPMENT	0.00	811.07	15,000.00	265.22	1416.05	7,500.00	7,500.00
5100 · OFFICE CHARGES/EXPENSES	199.09	3338.32	17,000.00	3056.80	9294.72	15,000.00	20,000.00
5250 · SPECIAL EVENTS	0.00	1039.27	23,300.00	146.89	5969.62	6,500.00	6,500.00
6000 · EXHIBITS/COLLECTIONS/CURATORIAL	3292.79	40390.78	100,000.00	1878.06	44785.77	50,000.00	50,000.00
6100 · BLDG/MAINTENANCE & SUPPLIES	6848.73	39692.83	33,500.00	6421.27	37791.92	33,500.00	50,000.00
6135 · CEMETERIES	1807.49	64686.25	70,000.00	10723.48	60280.27	70,000.00	90,000.00
6175 · INDEPENDENT CONTRACTOR	13141.91	40471.92	81,520.00	16948.22	52377.83	85,425.00	85,425.00
7800 · OCO/OTHER CAPITAL OUTLAY	0.00	616.55	5,000.00	0.00	0.00	5,000.00	5,000.00
7900 · GRANT EXPENSES - MATCH	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expense</b>	<b>92,513.71</b>	<b>413,681.04</b>	<b>753,720.00</b>	<b>106,418.31</b>	<b>496,197.27</b>	<b>700,225.00</b>	<b>771,725.00</b>
<b>NET INCOME</b>	<b>-48,898.14</b>	<b>-121,045.85</b>		<b>-21,108.06</b>	<b>161,361.24</b>		
7900 · GRANT EXPENSES *	0.00	18,700.00	65,000.00	1565.00	12,005.86	21,500.00	21,500.00
8000 · CURRENT YEAR RESERVES	0.00	0.00	0.00	0.00	0.00	0.00	0.00

UWF Historic Trust  
**Balance Sheet**  
 As of February 28, 2022

**Feb 28, 22**

**ASSETS**

**Current Assets**

**Checking/Savings**

102000 · CASH/MUSEUM CHANGE FUND	1,385.00
103000 · OPERATING ACCOUNT - REGIONS	364,066.28
103100 · SAVINGS/RESERVES - REGIONS	50,494.84
103300 · PMA TEMP RESTRICTED - REGIONS	33,996.61
103700 · ST. MICHAEL'S - REGIONS	152.34
106200 · HANCOCK BANK CD/OCC REPAIRS	140,732.28
106601 · PNC CD/VEAL AWARD	38,774.44
108000 · FOUNDATION INVSTMNT ACCNT-ENDOW	1,280,022.65
108249 · PMA Collections Endowment - UWF	50,000.00

**Total Checking/Savings** 1,959,624.44

**Accounts Receivable**

11000 · ACCOUNTS RECEIVABLE	850.00
11001 · AR - Short Term Rentals	31,967.08
117000 · ACCOUNTS RECEIVABLE-INTEREST	131.25

**Total Accounts Receivable** 32,948.33

**Other Current Assets**

112000 · DUE FROM UNIVERSITY	50,386.00
113001 · DUE FROM UWF FDN DONOR/MEMBER	50.00
113008 · Due from Arcadia Mill	0.00
113009 · Due from UWF FDN - PMA Member	75.00
116000 · OTHER RECEIVABLE-NAI HALFORD	15,227.08
118000 · PRE-PAID INSURANCE	11,306.64
122000 · INVENTORY - ARCADIA MILL	2,277.81
125000 · INVENTORY OF STORES (HPV)	97,982.63
129000 · INVENTORY - PMA	6,219.08

**Total Other Current Assets** 183,524.24

**Total Current Assets** 2,176,097.01

**Fixed Assets**

130000 · LAND	1,010,660.00
131000 · BUILDINGS	5,222,917.59
132000 · FURNITURE AND EQUIPMENT	419,139.80
133000 · FURNITURE, FIXTURES & EQUIP-PHS	9,085.00
134000 · FURNITURE & EQUIPMENT/TTW	8,011.48
134500 · FURNITURE & EQUIPMENT-BARKLEY	17,488.92
134900 · FURNITURE, FIXTURES & EQUIP-PMA	63,973.79
135000 · ACCUMULATED DEPRECIATION	-2,614,034.42

**Total Fixed Assets** 4,137,242.16

**Other Assets**

141000 · HISTORICAL PROP/ANTIQUES	125,247.59
149000 · PMA Collection	123,966.27
151000 · Utilities Deposits	834.47

**Total Other Assets** 250,048.33

**TOTAL ASSETS** 6,563,387.50

UWF Historic Trust  
**Balance Sheet**  
 As of February 28, 2022

**Feb 28, 22**

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Accounts Payable**

200000 · ACCOUNTS PAYABLE 11,108.13

**Total Accounts Payable** 11,108.13

**Credit Cards**

110003 · Regions Credit Card 4,454.57

**Total Credit Cards** 4,454.57

**Other Current Liabilities**

201500 · DEFERRED GRANT 10,000.00

201551 · Holding - AME Zion Mag Cem 3,115.69

201560 · Due to - Cemeteries Spc Prjcts 12,000.00

**201700 · SALES TAX PAYABLE**

25500 · SALES TAX PAYABLE - WFHPI 1,275.49

201700 · SALES TAX PAYABLE - Other 0.00

**Total 201700 · SALES TAX PAYABLE** 1,275.49

216100 · PPP Loan 278,690.00

221000 · RENTAL DEPOSITS 76,170.13

221200 · Deposit - Parties and Tours 200.00

221500 · RENTAL DEPOSITS-LONG-TERM LEASE 15,754.42

**Total Other Current Liabilities** 397,205.73

**Total Current Liabilities** 412,768.43

**Total Liabilities** 412,768.43

**Equity**

Opening Bal Equity 199,222.40

Retained Earnings 2,857,346.31

296000 · FUND BALANCE/UNRESTRICTED 2,671,237.35

297000 · FUND BALANCE/TEMP. RESTRICTED 143,788.00

297550 · Fund Balance/Temp Rest/PMA Acc 24,872.00

298000 · Fund Balance/Perm Restricted 57,500.00

299550 · Fund Balance/Brd Des/PMA Collec 43,430.00

Net Income 146,968.01

**Total Equity** 6,144,364.07

**TOTAL LIABILITIES & EQUITY** 6,557,132.50

Pensacola Museum of Art  
Board of Directors Meeting  
February 17, 2022 Minutes

**Board Members Present:** Mr. Edward Tisdale, Dr. Patrick Rowe, Mrs. Teri Levin, Mrs. Betty Roberts, Mrs. Nancy Greenfield, Mrs. Tracey Bryars, Mr. Chris Heaney, Mrs. Sue Sherrill, Mr. John Markowitz, Mrs. Kathi Gordon, Mr. Scott Warren, Katie Riesenber for Steve Brown.

**Board Members Absent:** Mr. James Hosman, Mrs. Susan Ragan, Mr. Andrew Spencer, Mrs. Connie Crosby, Dr. David Earle, Mrs. Teresa Dos Santos, and Mr. Brian Spencer.

**Staff Members Present:** Mr. Robert Overton, Mrs. Anna Wall, Ms. Amy Eve, Ms. Caitlyn Rhea, Ms. Alli Hays.

**Staff Members Absent:** Mr. Nicholas Croghan

**Public Present:** None

**Opening of Meeting:** Mr. Tisdale called the meeting to order at 4:08 p.m. A quorum was noted.

**Review of Minutes:** The minutes from the meetings of December 16, 2021, were presented, and no corrections were noted.

**Historic Trust's Executive Director's Report:** Mr. Robert Overton discussed the income from December 21st to January 2nd, admissions and store sales reaching a little over \$10,360.15, 87% increase since pre-covid, 2019, and 13 new memberships across the site. He also stated that he is working with representative Jayer Williamson through the state legislature's Tourism and Economic Development Committee on a non-recurring fund request of \$750,000 for Arcadia Mill, which has lost all funding and possibly for new positions at PMA. The grant will also assist in additional building maintenance across the site, like updating the Bowden building classrooms with branding and new technology. Additionally, the funds will help replace parts of the elevator system to update it for ADA standards, costing about \$75,601.93, divided between two fiscal years. The International Paper Foundation awarded us a \$5,000 grant for the Children's Museum Gulf exhibit. We were awarded a \$1,000 grant from the Great Gulf Coast Arts Festival to cover the artist fee for the Museum Plaza Cube exhibition on Community Day, March 5th. All the museums will have free admission and live mural painting with the GCCAF. The UWFHT overall visitation is up 57% for the first six months of the fiscal year. The Emmy-Award winning show, *A Taste of History*, came to tape a cooking segment in the Pensacola Historic Village with three of Pensacola's local chefs. The show will air nationally later this year. The committee rescheduled the Bootleg Ball from Saturday, January 15, to Saturday, April 2, 2022, due to the rise in Covid numbers. All the sponsors have agreed to the rescheduled date. We received a \$5,000 band sponsorship for the King of Swing Octet from Wescon Corporation, a \$5,000 bar sponsor from Pure Pilates Studio and Fitness, and a \$5,000 food sponsor for Classic City Catering from Levin Rinke. The Bottle Shop provided a wine sponsorship, while Jitterbug & Shutterbug Inc. have offered a coffee bar and photo booth. Sponsorship donations should be enough to cover the event's expenses, allowing ticket sales for internal revenue to assist in building maintenance between PMA and UWFHT.

**PMA Director's and Curator's Report:** Mrs. Anna Wall combined the Director's report with the Curator's report due to Mr. Nicholas Croghan's absence. She introduced their newest Curator of Education and public programming, Ms. Caitlyn Rhea. She introduced herself to the board and reported on her work in the Education department for her first month at PMA. She assisted with the *Youth Art Focus* exhibition installation and created virtual tours on YouTube for the schools that cannot attend this year. About 400 people participated at the Youth Arts Day, featuring the Children's Chorus, the Little Theater, and the Opera. She also reported that the education department received a \$1,000 donation.

Mrs. Anna Wall continued the Director's Report, stating that Ms. Rhea has already started planning spring exhibitions and summer educational programs. We are looking at hosting five weeks of summer camps in partnership with UWF's summer programs. Mrs. Anna Wall shared a presentation displaying the VIP Pensacola Magazine's January issue feature on the museum. The Pensacola Museum of Art Guild donated \$9,000 to the museum and featured our space throughout their marketing. She presented on Pensacola Magazine's article discussing the Into the Mirror exhibition scheduled for March. We just finished closing the Kingdom of this World exhibition to put up *Youth Art Focus*. Unfortunately, this year, some schools and teachers have opted not to participate due to Covid challenges, and we were encouraged to cancel the accompanying reception and tours. Youth Art Focus closes on February 27th in preparation for our Member's Show. We have increased member submissions with 91 entries compared to last year with about 45 artists. March 11, we will have an opening reception for the Member's Show, where Carrie Ann Baade will announce the winners.

Mrs. Anna Wall also reported on additional upcoming programming. February 23rd, we are hosting an Author Talk with Dr. Matthew Pettway to talk about Cuban Literature that connects with our *Visionary Aponte* exhibition. Our second annual *Gallery Talks* with the Pensacola Opera will be on February 27th, and it will feature "*The Barber of Seville*." Last year's Member Show winner, Carrie Ann Baade, will host an Artist Talk on March 8th. The Cubed Live Mural painting is happening in March during our Community Day and our Member's Show Drop-off.

Mr. Nicholas Croghan hoped to have an updated 2022-2027 Strategic Plan for the Board to approve today but will adjust that timeline to present it himself at a later date. The UWFHT Board of Directors will need to approve it in March before sending the final report to AAM in April. Mrs. Anna Wall suggested an additional planning meeting to discuss the current strategic plan for early March. She will send a follow-up email offering dates.

**Treasurer's Report:** Financials are up for the UWFHT with a total income of \$69,176.62 and a total expense of \$51,443.36 for January. The UWFHT had a monthly net income of \$17,733.26 and a year-to-date income over expense of \$219,338.78. Our revenue increase came from admissions, educational programming, and tours. Our incomes are returning to pre-Covid numbers, and we are increasing approved expenditures in the areas that generate these revenues over the next few months. Staff is exploring grant opportunities to help fund new initiatives. We are also looking to the future and planning upcoming programming and exhibitions.

**Executive Committee Report:** Mr. Edward Tisdale reported on the Executive Committee meeting from January 20th, where they discussed Mr. Nicholas Croghan's intent to update the 2022-2027 Strategic Plan and the Collection's Report.

**Collections Committee Report:** Mrs. Anna Wall reported on the Collection's committee meeting from January 12th, where they discussed the curatorial and collections aspect of the 2022-2027 Strategic Plan. They agreed on improving long-term storage and an increased online presence and motioned to send their suggestions to the Board for approval. Mrs. Wall is also waiting for special permissions from the acquisition donors before presenting them to the Board in April. The Collections Committee will hold its next meeting on March 9, 2022.

Mr. Tisdale asked for an update on the Essert Collection, and Mrs. Wall reported that we are still working with Adriana to acquire additional pieces.

**New Business:** No new business

**Chair's comments:** Mr. Tisdale thanked the board for participating and reminded the Board about the Member's Show on March 11.

**Adjournment:** The meeting was adjourned at 4:42 p.m., and the next meeting will be held on April 21, 2022.

**AGENDA**  
**Meeting of UWF Historic Trust**  
**Property & Collections Committee**  
**February 28, 2022**  
**3:00 - 4:00 p.m.**

Participants:

Dave Luttrell, Gregg Harding, Rob Overton, Ross Pristera, Adrienne Walker, Jessie Cragg, Margo Stringfield, Elizabeth Benchley, Mark Robertson

1. Opening of Meeting

- Public Comment - none
- Review and Approval of Minutes from Previous Meeting: 11/01/2021
  1. Approval deferred to next meeting

2. Reports

- Collections Report
  1. Gifts and Loans – Adrienne (fill in for Lori)
    1. 849 - Ora Wills personal papers we are finishing inventory and will return ~80% of the material
    2. 850 - crime scene photos
    3. 851 - wood carvings
    4. 852 - recent political posters
    5. 853 - glass bottle of ink
    6. 854 - 2 framed portraits
    7. 855 - animal license tags from 1892/1986
    8. 856 - travel dolls
    9. 857 - Ace Exchange Envelopes
    10. 858 - 5 paintings of local buildings
    11. 859 - Rox Cowley glass negatives
    12. 860 - photograph booklet
    13. 861 - 7 postcards of pensacola, booklet, and photo
  - Comments:
    1. Elizabeth requested any material from Ora Wills relating to Carpenter Creek be retained
  - **Motion to accept:** Margo moves to accept, Gregg 2nds, motion approved
- 2. Exhibits Report – Jess
  - 9/11 Remembered came down, replaced with Maps exhibit
  - Outline of British fort added to wall after TTW neon sign moved to storage
  - Queering Spaces closed, will be replaced with history of photography exhibit
  - Hutto will be closing, replaced with Regency era textiles exhibit

- Voices space converted to rotating exhibit area with bookshelf; first will be the Jane Peaden collection while frames are on-loan to African American Heritage Society
- Recent interviews conducted for WUWF and the UWF Voyager
- Comments:
  1. Dave asked the current status of the Confederate Monument. Gregg confirmed its location, mentioned possibility of loaning/donating to Trust for small exhibit in the future
  
- Arcadia Report - Adrienne
  1. Admiring the Hush Arbor program happened on past Saturday; had excellent attendance
  2. Visitation is starting to pick up
  3. Working on Bear warning signs and how to better secure trash
  4. Summary of State-wide grant that multiple Pensacola areas applied for; final result was unfavorable to NW FL regions
  
- Archives Report - Adrienne
  1. appointments starting to pick up, have several repeat visitors
  2. photo files are being reorganized; approx. ½ way complete
  3. book organization is ½ way complete
  4. new volunteers working on organizing maps and genealogical files
  
- Historic Preservation/Facilities Report
  1. Facilities Report
    - a. Maintenance - Ross
      - a. Walsh had water leak, has been repaired
      - b. Parrish School House stairs repaired; fencing around site is being replaced
      - c. Bowden first floor construction complete; working with Richard on graphics
      - d. Preparing for upcoming Fire Marshal inspections
      - e. PMA elevator piston needs replacing; \$75,000 and will likely be completed in June
  2. ARB Report - Ross/Gregg
    - Mostly residential projects upcoming
    - Commercial project @ Garden & Spring will be under review
    - Appeal for denied demo permit going to City Council soon
- 3. Old Business
  - Street Closure - Rob
    1. Previous discussion about proposed bollards to make Zaragoza safer for pedestrians in front of the Historic Village
    2. Met with new representative from the City (David Forte & Amy Toodles) about update proposal; framed as a road improvement project, city might be able to give some money to a road diet and speed platforms from Tivoli until the entrance to South Market parking lot



3. Does not negate getting bollards in the future if this does not improve traffic conditions
4. Comments:
  1. Mark, as business owner in that zone, is supportive of decreasing traffic flow for safety reasons. Wanted to know proposed timeline, Rob stated likely this calendar year
  2. Rob stated this plan is compromise, but is in favor
  3. Jessie suggested thinking about improving the ONE WAY signage
  4. Several suggested two speed platforms, one at entrance and one at end of Village

- Train Covering - Ross

1. Design changes from last meeting being taken under advisement, will have better idea of budget once concrete plans get drawn up
2. ARB approved of the concept drawings; architectural drawings to be reviewed in May
3. Topographical survey being conducted, preliminary pricing is incoming
4. Timeline will be completion by October, with expected delays making it more likely 2023

#### 4. New Business

- Question from Dave: what is the update with the Pensacola Grand Hotel?
  1. ARB cannot deny demolition if it was asked, only delay
  2. Building is currently under the Planning Board district and not ARB
  3. Gregg & Ross suggested trying to extend the Palafox Historic Business District to cover the hotel building, placing it under ARB protection but need business owner approval
- Comments from Margo and Elizabeth:
  1. They are considering starting the process to list St. Michael's Cemetery on the National Register; will update as it moves forward

#### 5. Adjournment

- Next meeting on April 25, 2022



FLORIDA'S FIRST & FUTURE

## MINUTES OF THE ARCHITECTURAL REVIEW BOARD

January 20, 2022

**MEMBERS PRESENT:** Chairperson Salter, Vice Chairperson Mead, Board Member Courtney, Board Member McCorvey, Board Member Ramos, Board Member Yee

**MEMBERS ABSENT:** Board Member Fogarty

**STAFF PRESENT:** Historic Preservation Planner Harding, Senior Planner Statler, Advisor Pristera, Assistant City Attorney Lindsay, Help Desk Technician Russo

**STAFF VIRTUAL:** Development Services Director Morris, Planning and Zoning Department Manager Cannon

**OTHERS PRESENT:** Joe Endry, Vicky Hinrichs, Greg Uzdevenes, Hannah Matthews, Alfred Lojo, Janet Nemanic, Tim Daniel, Frank Daughtry

### CALL TO ORDER / QUORUM PRESENT

Chairperson Salter called the meeting to order at 2:00 p.m. with a quorum present.

### APPROVAL OF MINUTES

Board Member Yee made a motion to approve the December 16, 2021 minutes, seconded by Board Member Ramos, and it carried to 6 to 0.

OPEN FORUM - None

### NEW BUSINESS

Item 2

115 W. Brainerd Street

NHPD

Contributing Structure

PR-1AAA

**Action Taken: Approved with Comments.**

Tim Daniel is seeking approval to renovate and add to an accessory building and to make minor improvements to the rear of a contributing building. None of the proposed work will be visible from the street. A Variance and a conceptual design for the accessory structure was approved in September 2021. North Hill had no objections to this project.

Mr. Daniel addressed the Board and stated at some point a noncompliant window had been placed on the main house, and they were doing some reconfiguring on the bathroom and were going back

with a window matching the existing. Chairperson Salter pointed out the majority of the windows on the main house were a 6:6 window pattern; looking at the accessory building, the shorter windows were either 3:3 or a fixed panel of 6. The rebuilt portion and proposed south elevation were shown as 3:3 which was a much more vertical window. He suggested the 6:6 for the five taller windows, and Mr. Daniel stated there would be no problem with 6:6 for the taller windows to keep the individual panels similar in size. **Board Member Courtney made a motion to approve with the modification for the taller windows to match the 6:6 grill pattern on the house. Board Member Ramos seconded the motion and complimented the applicant for the quality of the packet. The motion then carried 6 to 0.** (Mr. Daniel wanted to clarify for the minutes that he was a licensed residential home designer-architect.)

**Item 3**

**901 N. Reus Street**

**NHPD  
PR-2**

**Noncontributing**

**Action taken: Approved.**

Alfred Lojo is seeking approval to replace garage stairs and to add a new metal fence at a noncontributing property. The existing stairs were damaged during Hurricane Sally, and the replacements would be similar in design with matching materials, with the addition of a second-story landing.

Mr. Lojo presented to the Board and stated the staircase would look the same, but the landing would be extended. Pool equipment had been installed under the stairs and extending the landing would provide more protection for that equipment. The metal fence along the lot lines would be commercial gray, with a double-drive gate at the beginning of the walkway. North Hill had expressed concerns about exposed fasteners or screws, and he confirmed there would be no exposed fasteners or screws. Board Member Courtney questioned the gate width, and Mr. Lojo advised it would be 6' in length. **Board Member Yee made a motion to approve, seconded by Board Member Mead, and it carried 6 to 0.**

**Item 4**

**714 E. LaRua Street**

**OEHPD  
OEHR-2**

**Accessory Building**

**Action taken: Approved.**

Frank Daughtry is seeking approval for general changes to a previously approved accessory building. The single-story two-car garage was originally approved by the Board in July 2019. This application is for the garage structure only. Old East Hill had no objection to this project.

Mr. Daughtry presented to the Board and indicated this was a better design and more consistent with the double duplex. He verified the garage elevation with no windows. He explained the clients decided against windows, but the panels would resemble carriage doors. Board Member Courtney pointed out this design was more in keeping with the design of the existing buildings. Mr. Daughtry indicated the dormer on the front was strictly for light coming into the garage. He also stated the siding would match the duplex. Board Member Ramos pointed out with the siding only on the sides and back, it would not be visible from the street. Mr. Daughtry indicated in looking at the revised street elevation, this was a more appropriate outbuilding.

**Board Member Mead made a motion to approve, seconded by Board Member Yee, and it carried 6 to 0.**

**Item 5**

**410 Bayfront Parkway**

**PHD  
HC-1**

**New Construction**

**Action taken: Approved with Comments.**

Endry Properties is requesting a final review and approval of a new three-story mixed-use building.

The ground floor will be used as a garage, the second as an office suite, and the third as a residence.

Mr. Uzdevenes presented to the Board and confirmed the subdivision was Seville Point. The structure was to be constructed offsite and brought on location with a crane. Chairperson Salter advised most of the elements used were consistent with the other houses. His concern was with the south elevation facing the main street, mainly the column placement framing the doors on all levels. The door being centered on the column on the ground floor, and the center column being capped and accented seemed to throw off the elevation. Mr. Uzdevenes advised it was positioned that way because of the windows; adding four columns would inhibit the view, and he felt three would be more suitable. Viewing the building from Bayfront would actually be from the side. Chairperson Salter understood the reasoning for the three columns but felt the door on the ground floor would need to be offset and centered in one of the bays to keep the rhythm. Mr. Uzdevenes had no problem with aligning it with the doors above. Board Member Mead stated it might be better if the dormer gable treatment in the roof could be two centered over each vertical bay to keep consistence of treatment. Mr. Uzdevenes felt the center line of that gable made more sense and would rather add a column than a gable. Board Member Courtney stated it looked like an arrow pointing up due to the placement over the column. Mr. Uzdevenes asked about removing the gable, and Chairperson Salter stated either omit it or have it like other houses in the area which had the dormers moved up so the roofline was continuous; if he wanted this type of dormer, either set it back so it was captured in the roof or omit it and continue the eave across. Mr. Endry advised eliminating the gable on the front was not a problem. Regarding the ground level doors, it was suggested that the bottom floor door could be shifted one way or the other to align with the doors above.

**Board Member Courtney made a motion to approve as submitted with the elimination of the gable on the front view and shifting the ground level door to align with either side of the upper set. The motion was seconded by Board Member McCorvey, and it carried 6 to 0.**

**Item 6**

**117 W. Wright Street**

**PHBD  
C2-A**

**Contributing Structure-Conceptual**

**Action taken: Denied.**

Janet Nemanic is seeking review and conceptual approval for general exterior alterations and additions to a contributing structure. The scope of work will include front and side façade changes, side and rear additions to expand the footprint, and the addition of a screened porch at the rear.

Ms. Nemanic presented to the Board and explained the house was on a miniature lot, and they wanted to extend the east side into the back and east property lines. She wanted it to look like cottages she had seen in town and wanted to extend past the existing bathroom to the side of the house to construct a porch on the rear. Chairperson Salter confirmed all of the existing doors and windows on the front would be replaced and reconfigured. He noted the reconfiguration on the west side and asked if the windows on the east side would be replaced. Ms. Nemanic advised the two existing windows on the east would remain. For the addition on the side, the windows would be vinyl impact resistant.

Staff confirmed this was a contributing structure. Chairperson Salter advised because it was contributing, the stance had usually been to minimize replacement of existing materials whenever possible, so retaining the two existing windows was a positive. However, since they were adding to a contributing structure, per the ordinance, like materials and styles were to be maintained. He explained the window should be wood but could be a wood clad window so the shape and profile would remain fairly consistent with the original materials used in the structure. Ms. Nemanic advised there would be a firewall on the east side since it was on the property line.

Staff confirmed that windows would need to be fire rated, and the screened porch would be considered an unprotected opening and would be required to be fire rated; this was one of the reasons for submitting the project as a conceptual review. Any opening within 3' of the property line would need to be fire rated.

Chairperson Salter stated the proposed addition to the house was consistent with the style, but recommended when the project returned, to not use a wood clad window. This house style would not have the 3 x 1 horizontal windows but would at least have a square proportioned or vertically proportioned window; this could be accomplished with a taller window, and there were ways to make the window look more appropriate. Ms. Nemanic advised they could go with a large square window. She explained the windows were strictly for light. Board Member Courtney thought the doors at the front seemed excessive, and Ms. Nemanic advised full sized windows were around \$15,000 which was cost prohibitive. She explained the windows were added in the 1970s or 1990s and unattractive. Advisor Ross agreed full length windows for a cottage of this type would be more appropriate. Ms. Nemanic explained she could repair doors, but she could not find windows which were impact rated. Advisor Ross asked if they could use the same openings and get a door with full length glass and a grill pattern so it would not look like four doors across the front. He advised a cottage would not have multiple doors unless they were duplexes. Board Member Ramos asked if the door was in the original location, and Mr. Pristera stated the only pictures available showed the current configuration. Ms. Nemanic advised the current structure was attached to the corner house as servants' quarters, and it was detached and placed on the back lot when the lots were separated.

Board Member Ramos felt what the applicant was proposing was an improvement to the existing structure, and since the Board did not know what the original looked like, he wanted to make sure they kept the contributing status and limited the exterior changes. Ms. Nemanic restated that this was a portion of a house.

Board Member Yee indicated the Board thought the massing of the addition seemed appropriate; the doors on the addition were good, but the windows on the property line required more investigation by the builder to sort out the Code issues with fire rating which might limit the aesthetic choices. The Board comments should be considered on the front porch elevation to see if there were other things they could do that maybe fit the alignment of the stairs and the windows. He felt the steps were in the right place. He asked if modifying the porch on a contributing structure would endanger the status even though it would be an improvement over its current condition. Advisor Pristera indicated it was a simple house and moving doors and windows would be impactful; not touching the porch and stairs would be helpful. He advised he would do more research on this house and the surrounding properties since the final product must look correct. Staff informed the applicant she would be able to work with Mr. Pristera as the Advisor to the ARB and Historic Preservationist with the UWF Historic Trust and a non-voting member of the ARB.

**Board Member Yee made a motion to deny the conceptual approval and asked the applicant to take note of the things the Board was positive towards and address the other comments for the next submittal.** Staff explained denial of the conceptual plan would not prevent the applicant from returning for final review since the conceptual review was designed for Board feedback which the designer and applicant could use for the final submission. Staff cited Section 12-3-27(f)(2)a. In the case of a proposed alteration or addition to an existing building, that such alteration or addition will not impair the architectural or historic value of the building or if due to a new use for the building, the impairment is minor considering visual compatibility standards such as height, proportion, shape, and scale.

**The motion to deny was seconded by Board Member Mead and carried 6 to 0.**

**Item 7**

**610-612 E. Wright Street**

**OEHPD  
OEHC-2**

**Contributing & Noncontributing**

**Action taken: Approved with Comments.**

Dean Dalrymple is requesting review and approval for exterior alterations of contributing (610) and noncontributing (612) buildings. The scope of work will combine the two structures to expand the End of the Line restaurant. All exterior walls and storefront systems will remain but will be repainted to match the existing building at 610. A new open patio will also be added to the east space and a matching awning will be extended over 612. Other work includes general maintenance and repair of the structures, new full lite wood doors, and adding new vinyl windows on the east elevation and rear. Staff advised the building was likely built in 1953 based on information from Advisor Pristera and Mr. Dalrymple.

Mr. Dalrymple presented to the Board and indicated they were bridging the gap between the buildings, positioning a sign over the gap in order to join the two buildings as one. They were maintaining the same color and general palette of materials and retaining the existing storefronts. Chairperson Salter noted that Old East Hill was in support of the proposed project. He pointed out the existing business was painted brick veneer, and the adjacent was unpainted. Typically, he was not in favor of painting brick, however, in this circumstance, he believed that the overall benefit architecturally to the existing structure as well as to the community in this instance justified the painting. Without painting the building to match, it would not read as a single structure. He wanted to know about the existing storefront windows, and Mr. Dalrymple advised they were aluminum.

Chairperson Salter thought it was a great improvement but had two areas of concern based on 12-3-10(3)(g) using documented materials when renovating. In creating the archway joining the two buildings, he did not think the exposed block wall was appropriate. Exposed block was not allowed as a fence in this area, and there was no exposed block on the building. Mr. Dalrymple pointed out the west side was painted block. Chairperson Salter was concerned with having exposed painted block on the street front. Since they had stucco, and the building did have a parge coat block on it, he suggested bringing the finish all the way down, and Mr. Dalrymple agreed. He also stated the windows on the rear were vinyl, but they could be aluminum. Chairperson Salter appreciated the thought that went into joining the two structures.

Board Member Mead agreed with the concern for the block archway, however, the facades of both buildings were painted to some level. Board Member Courtney stated the plan looked really good and was an exciting project. Mr. Dalrymple confirmed the windows on the east side were to be installed in place of a louvered opening, and the square openings would be infilled. Board Member Ramos pointed out if the replacement windows were visible from the street, they should be aluminum, but vinyl could be allowed in the rear. He asked if the walk-in would be visible from the street, and Mr. Dalrymple explained a fence concealed the cooler; Board Member Yee suggested increasing the privacy fence height to 8'.

**Board Member Ramos made a motion to approve based on comments and increasing the privacy fence in front of the walk-in to 8' and providing a parge coat on the wall connecting the two buildings. He clarified the Board was not approving signage. The motion was seconded by Board Member Courtney. Board Member Yee amended the motion to include aluminum windows on the east storefront elevation; it was accepted, and the motion carried 6 to 0.**

**ADJOURNMENT** – With no further business, the meeting adjourned at 3:25 p.m.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Sarah", written in a cursive style.

Historic Preservation Planner Harding  
Secretary to the Board



FLORIDA'S FIRST & FUTURE

## MINUTES OF THE ARCHITECTURAL REVIEW BOARD

February 17, 2022

**MEMBERS PRESENT:** Chairperson Salter, Vice Chairperson Mead, Board Member Courtney, Board Member Fogarty, Board Member McCorvey, Board Member Ramos, Board Member Yee

**MEMBERS ABSENT:** None.

**STAFF PRESENT:** Historic Preservation Planner Harding, Senior Planner Statler, Advisor Pristera, Assistant City Attorney Lindsay, Help Desk Technician Russo

**STAFF VIRTUAL:** Urban Design Specialist Gray

**OTHERS PRESENT:** Brandy Strahan, Bill Winter, Christi Colabianchi, Michael Carrow, Jody Wells, Lalla T. Pierce, Walter Pierce, Michelle MacNeil, Dan Girardin, Tim Richardson (virtual)

### CALL TO ORDER / QUORUM PRESENT

Chairperson Salter called the meeting to order at 2:00 p.m. with a quorum present.

### APPROVAL OF MINUTES

Chairperson Salter proposed a correction to the January 20, 2022 ARB minutes on 117 W. Wright Street to read "Chairperson Salter stated the proposed addition to the house was consistent with the style, but recommended when the project returned, to not "use" a wood clad window." Board Member Mead made a motion to adopt the proposed change, seconded by Board Member Ramos, and it carried 6 to 0. Board Member Mead made a motion to approve the January 20, 2022 minutes, seconded by Board Member Ramos, and it carried 6 to 0.

Historic Preservation Planner Harding advised staff requested the Board to review a possible scrivener's error in the recorded and approved December 16, 2021 minutes. The proposed correction was to change the word "quarter" to "corridor" on page 4 for 43 S. Palafox Place. Revised minutes were furnished to the Board. Board Member Mead advised this was an adequate description of what he had stated. Board Member Mead made a motion to adopt the change, seconded by Board Member Fogarty, and it carried to 6 to 0.

### OPEN FORUM - None

(Board Member Yee arrived for the meeting.)



## **NEW BUSINESS**

**Item 3** **1390 N. Spring Street** **NHPD**  
**Contributing Structure** **PR-1AAA**  
**Action taken: Approved.**  
Jason Strahan is requesting approval to install a new 14' x 30' in-ground pool which will be completely hidden from view behind a privacy fence. The new pool will be at ground level, and will be surrounded with new granite paver decking, granite coping, and with "Key West Marina" tile and white plaster with blue quartz.  
North Hill had no opposition to the request, and there were no other speakers on this item.  
**Board Member Mead made a motion for approval, seconded by Board Member Fogarty, and it carried unanimously.**

**Item 4** **314 E. Intendencia Street** **PHD**  
**Contributing Structure** **HR-2**  
**Action taken: Approved.**  
Donna Fite is seeking approval to add decorative shutters to a contributing structure. The proposed shutters will be mahogany, and the hardware will be powder coated stainless steel. All shutters will be stained to match the front entry door.  
Mr. Wells presented to the Board. Board Member Courtney asked if the shutters were inset, and Mr. Wells advised the windows would not allow that. It was an old house and windows were almost flush. They would be very close to flush. There will be an "L" hinge on the shutter and an offset panel on the wall. In the open position, they will probably be about ¾" off the wall with "S" hooks and clips on the backside. They will be 100% functional shutters, and everything will be mounted on the trim.  
**Board Member Ramos made a motion to approve, seconded by Board Member Courtney, and it carried unanimously.**

**Item 5** **428 Bayfront Parkway** **PHD**  
**Contributing Structure** **HC-1**  
**Action taken: Approved with Comments.**  
Mr. and Mrs. Pierce are requesting approval to replace windows on the west and east side of a contributing structure. The existing windows are irreparable, inoperable, and not original to the home. The proposed unit is an Anderson 400 Series 6/6 double-hung white wood-clad window. Board Member Courtney indicated it was exciting to see this building saved and renovated since it was a very unique property which told a story of our past. She explained it was always a good idea to save the windows when rebuilding. Ms. Pierce indicated Oakleigh Custom Woodworks, their restoration company, had not been able to evaluate the property, but regardless of the final outcome, the front door would be custom built to match the time period, and the front window would definitely be rebuilt. She pointed out work was at a standstill while they figured out the window situation with Oakleigh Custom Woodworks in their evaluation. Advisor Pristera stated he had not looked at the windows up close and suggested maybe their firm could determine if they were original or not; the wood windows were more in keeping with the original and probably old enough to match what was there before. He stated the front window was definitely original, and the side windows get replaced over time, but if they had been replaced, they were solid wood. He pointed out it was cost effective to rebuild the wood windows, but what really drives it is if someone has worked on them before because the pieces and parts of them can be rebuilt. He asked if the windows were fire rated, and staff advised the building official stated that was not a requirement.

Advisor Pristera encouraged them to ask their restoration professional for other ideas for hurricane protection. Ms. Pierce explained they wanted to make sure the front window was preserved and looked as it should.

Board Member Ramos asked if their intent was to replace the existing windows with new windows, and Ms. Pierce indicated when they originally put the packet together, that was the intent since they had not found anyone to feasibly restore the windows. After the packet was submitted, they became aware of Hastings Reed. They were asking for 1) approval of a project where Hastings Reed restores the windows within 6 weeks or less, or 2) that they install the Andersen windows they have since the rebuilding would take longer and they would have to switch them out, or 3) if they find out it would either be too costly or too timely and the final product would not be structurally good, the Andersen windows would be installed. Board Member Ramos asked if those windows were the 400 series, and Ms. Pierce advised they found 6 Andersen windows with divided lites, and they chose them since they were Andersen's answer to historical renovations. Staff confirmed the Andersen 400 series had been approved in this area. Ms. Pierce advised they were rebuilding and keeping the front window since there would be protection from the porch, and Mr. Pierce noted they had found a hurricane-rated window glass for that front window.

Board Member Ramos asked if the Board was allowed to approve the options or would an abbreviated review be required to approve the wood-clad windows, and staff advised that would not be necessary if the Board deemed the steps were acceptable, and a board-for-board repair did not require ARB approval but would be reviewed through staff; the Board's determination could be approved with an abbreviated review for updates. Chairperson Salter asked if they had determined that the exterior applied mullion was available and could be installed on the windows, and Ms. Pierce advised if Mr. Reed determined they could not rebuild the windows, they would need to order and test the applications, and she felt that was highly possible. For reference, standard replacement windows for their house in Cantonment took 10 months to received even when paid in full, which was their concern with this project.

**Board Member Yee made a motion to approve the application with the steps outlined by the homeowner and notifying Advisor Pristera and Historic Preservation Planner Harding of the intended plan once they determined the feasibility of restoring the originals. Chairperson Salter proposed an amendment that should the project result in the permanent installation of the windows, it was only acceptable if an applied mullion on the exterior was available and installed; the amendment was accepted.** Board Member Ramos clarified that this would not apply to the storm window on the front which would return for an abbreviated review, and it was determined the front window was not included in the packet and would be reviewed internally. Ms. Pierce explained the 6/6 application would be muntins and not mullions. **Board Member Ramos then seconded the motion, and it carried unanimously.**

**Item 6**

**624 E. Government Street**

**PHD**

**Noncontributing Structure**

**HC-1/Wood Cottages**

**Action taken: Approved with Comments.**

Kelly Greene is requesting approval to replace all existing wood windows (21) with vinyl windows at a noncontributing structure. The replacement windows will be 1/1 single hung to match the existing style and will be PGT vinyl.

Staff explained since this structure was noncontributing, the standards were less restrictive. Historic Preservation Planner Harding stated he did not think this structure was designed to match the historic structure, and it was located in its own subdivision.

Ms. Colabianchi addressed the Board and advised the existing wood windows were beyond repair. They were dealing with termite damage, wood rot, and hurricane damage. Their intent for

renovation was to remove all siding and soffit fascia material and evaluate the building. She believed the home was constructed in 2001, and the majority of windows were rotted and caused damage to the framing of the window jams. Also 20% to 30% of the exterior framing would need repair or replacement; the Hardie lap siding would also be replaced. The quote was for a vinyl impact-rated window with no grids, but now they had a wood window with no grids. She stated the intent was not to change the look of the home. Staff advised if they were intending to go with like-to-like material, it would be a board-for-board which would be addressed during the permitting process. Board Member Ramos indicated they were replacing the wood windows with the PGT 5500 series and asked about the transom windows above the existing windows. Ms. Colabianchi advised they would be replaced with the PGT 5520 same brand window and same size. Staff explained if the Board wanted to approve the board-for-board work for the siding at this meeting, that would be acceptable.

Board Member Fogarty asked about the color of the frame, and Ms. Colabianchi explained the houses in that subdivision had black frames, but they intended to return to white PGT window. Board Member Ramos asked if the Board was approving the board-for-board siding replacement, would there be a color change on the siding. Ms. Colabianchi indicated they had not gone that far in the process but would bring that change back for approval; staff explained this would be considered in the abbreviated review process.

**Board Member Fogarty made a motion to approve as submitted with the PGT white framed clear glass and the same style window and color for the transoms as well as approval for the board-for-board siding replacement; the motion was seconded by Board Member Courtney and carried unanimously.**

**Item 7  
Variance**

**312 E. Intendencia Street**

**PHD  
HC-1/Wood Cottages**

**Action taken: Approved.**

Bill and Kathy Winter are requesting a variance to the side yard setback requirements in Sec. 12-3-10(1)h, Figure 12-3.1 and to the rear yard coverage requirements in Sec. 12-3-55(4). The variance requests are:

- 1) To increase the maximum allowable rear yard coverage from 25% (200 sf) to 37.5% (300 sf); and
- 2) To reduce the required west side yard setback from 5' to 3.1' (a reduction of 1' 11").

The variance request was to accommodate a future garage which will provide the property owners off-street parking in the historic commercial district.

A similar application under a separate project, but for this property, was granted in May 2018. That approved request was to increase the rear yard coverage from 25% (200 sf) to 36.25% (290 sf) for a detached garage. The 2018 approval also allowed the proposed accessory structure to be located 3' from the west property line although a minimum of 5' was required (a reduction of 2').

Staff explained conceptual review for what will be constructed would return to the Board. The Quasi-Judicial procedure was explained to the Board. Assistant City Attorney Lindsay advised what the Board was asked to decide was whether the application met the standards which set forth the variance criteria, and the decision would be based upon what was presented today and not on anything which had occurred outside of this setting.

Board Member Mead asked for the grounds on which the previous variance was granted in 2018. Historic Preservation Planner Harding explained that variance was not acted upon, and the minutes were sparse in indicating why it was approved. It was determined the lot was relatively narrow, and the buildable area in the rear yard was fairly small, and other accessory structures were in the relative location where the 2018 applicant wanted to place theirs. Board Member

Mead wanted to know how this application differed from the 2018 variance in regard to the minimum question in the prior grant. Staff advised the allowance by right would be no more than 25% of rear yard coverage; the 2018 variance was approved to occupy 36.25%, and this variance requested 37.5%. Also, the 2018 variance was approved to be located 3' away from the west property line; this variance was requesting 3.1' and if the any part of the accessory structure encroaches into the buildable area, the accessory structure must meet the building setbacks of the principal structure. Staff advised the 2018 request was for a different project and different applicant which required that it come before the Board. Board Member Mead explained in discussions with planning staff in other jurisdictions, the position was that a variance once granted, attached to the property. He wanted to know what was already decided and what the Board had to address in light of that. Staff explained the Board must address everything again since in our Code of Ordinances, variances were not attached to the land. Board Member Mead understood that if a development plan were approved and the property transferred, the variance attached to the development plan. It was determined this was a different development plan; Assistant City Attorney Lindsay agreed. Staff explained the 2018 development plan never progressed past this Board.

Board Member Mead asked for the necessity for the rear versus what was addressed before. Staff indicated the rear yard setback was larger, and based on discussions with the applicant, the variance was specifically for off-street parking. The property catty-corner to this had no parking so the patrons and construction workers parked on Intendencia Street, leaving no off-site parking spaces for this future development. Board Member Mead asked if there was a de minimis rule applicable in terms of differences between the variance once granted and a variance that comes to the Board on the same property. Staff was not aware of a de minimis rule but in his understanding of how the Board had treated past variances granted in the past, the Board had used that as justification to approve. It was the opinion of staff that there was not a major difference in what the last applicant was approved for.

Board Member Yee asked if the garage was 1' wider than the previous approved version, and Ms. Winder stated it was 1' wider and 2' shorter. Mr. Winter indicated there was commercial parking on the north and west sides and an approximately 7' privacy fence. Staff explained the plans indicated a 5" façade that would allow for brick when the project returned for conceptual review. Board Member Ramos clarified that the variance approval would be based on current information without prior decisions, and the variance previously approved did not apply to this applicant and wanted to know why the Board was considering the previous information. Assistant City Attorney Lindsay explained her information did not preclude the Board from looking at the prior variance since it was part of the package and part of the record; the record is of something relevant from the past, so the Board was allowed to consider that prior variance. She explained it was not desirable for the Board to make a decision based on something such as an ex parte conversation outside this room, and if that was relevant to the Board's decision, it would have to be disclosed in this meeting. Also, the adjacent properties and how that impacts how the Board looks at the variance criteria are relevant, but it would not be appropriate for the neighborhood to come and say what they wanted the Board to do and for the Board to decide based on popular opinion.

**Board Member Mead moved that based upon the record of the prior decision and the facts submitted in that regard as regards the findings that justified a variance at that time, should be adopted for purposes of this decision because the project here is on the same property, it is sufficiently and substantially similar in scope and dimension, and the differences are de minimis and our findings should reflect that and therefore should be**

granted on the same terms as the prior decision under those findings. The motion was seconded by Board Member Ramos and carried unanimously.

**Item 8  
Contributing-Conceptual**

**1015 N. Reus Street**

**NHPD  
PR-1AAA**

**Action taken: Conceptual Approval with Comments.**

Michelle MacNeil is requesting conceptual approval for renovations and additions at a contributing structure, and for a two-story accessory building with a garage on the ground floor and living space on the second. North Hill had no objections to this request for conceptual approval. They also wanted to commend the homeowners and architect for their attention to historic details, for their use of authentic clay roof tiles, and for working their addition to preserve the existing heritage oak tree.

Ms. MacNeil presented to the Board. Chairperson Salter indicated it looked like an addition, but it brought back some original elements which had been lost in previous renovations. He asked if the intent was to paint the existing brick house, and Ms. MacNeil advised the owners wanted to paint it or use a limewash, and it would be hard to match the brick. She pointed out the brick had also sustained water damage. They were planning to use stucco on the second story and the perimeter of the building if the Board was agreeable. They were likewise trying to make everything as narrow as possible to save the heritage tree. Chairperson Salter explained his only recommendation going forward was to try and find a brick similar to the existing since he was not in favor of painting brick on historic structures because he believed they were a part of the architectural character of the structure. It appeared that the existing two-story element was stucco and original to the house as well. He did believe there were bricks similar to the existing, and a slight variation would also be appropriate because of where they were adding the brick. He pointed out they would have to restore the brick before painting it anyway and recommended avoiding painting and all costs.

Advisor Pristera stated he had looked at the house, and the biggest hole was at the front gable. He wondered if in the back addition, how much of the original brick walls were being removed and could they salvage some of that brick to patch the gable end and perform other repairs without adding another brick to it. Ms. MacNeil stated in the rear façade, one half of it was brick, so that amount would be available to use for the top of the gables where they needed a match. She indicated they would do their best to see if something else was available. She also explained the windows and doors on the exterior where they proposed wood clad windows; they were adding windows and replacing some aluminum windows which were added later. They wondered if the outbuilding at the rear could have vinyl windows with simulated divided lites and if the exterior doors could be fiberglass with simulated divided lites on the outbuilding and existing building since the front door was not original and the side door was an aluminum sliding glass door – could they be fiberglass or something else. Chairperson Salter explained on the renovation of historic structures, a clad wood replacement window had been allowed in the past, and he believed fiberglass doors had also been allowed; as far as the freestanding structure in the rear, it would technically be considered new construction, and vinyl had been allowed in this district, and staff agreed.

Board Member Mead indicated he had toured the site, and he lives two houses away. He agreed this was a good job at trying to adapt what they've already got in the modifications to the original style. The parapets were ruined with the large gable, but they had rescued the stylistic elements effectively. He also preferred not affecting the brick, but the damage to the overall façade was pretty significant. If there was to be any coating to the brick, he preferred it be a limewash with a product that could leave as much as possible the surface of the brick as opposed to a paint which

would wipe out most of that detail.

Mr. Richardson, the owner, indicated Ms. MacNeil had done a great job in representing the owners and creating a vision for the house, and he appreciated the Board's consideration. Board Member Ramos agreed with the comment on the brick but thought for a Mediterranean Revival, the limewash would be appropriate as well, and he could go either way. Staff reminded the Board this was a conceptual approval, and the final product would return to the Board.

Advisor Pristera asked if they had consulted a mason regarding the bricks and how involved the repairs would be without using a coating, and Ms. MacNeil advised their contractor felt this was the easiest course with the amount of damage, but they would explore other possibilities. Mr. Pristera encouraged salvaging the brick and having someone look at the structure to see what could be done to perform the repairs correctly so they wouldn't look out of place. Board Member Mead explained having seen the structure and the interior structural issues, the old parapet walls had significant water intrusion problems probably because of deteriorated flashing or failed roof surfacing. As a result, the southeast corner on both walls was heavily infested with termites, saved only by the fact they had heart pine and had only gotten for the most part into the surface of the studs and not into the heart of them. There was some sagging of foundational girders or structures which contributed to a lot of cracking in the brick on those facades. There was also an area in the north façade interior where a lot of the water probably ponded and may have intruded into the structure; there was an area in the bathroom where there were penetrations in the roof which may have contributed to some partial collapse of those piers or underlying girding which also contributed to some cracking in the brick façade in that area as well. All of that was being repaired, but the damage to the façade from some of the structural portions was significant. Board Member Courtney agreed with reassessing once all of those areas were repaired and cleaned, and explained you honor the original judgement by saving it.

**Board Member Mead made a motion for conceptual approval with requests that a report be provided in the final submission to address that both the quantity and extent of the brick damage and the availability of the material both in terms of salvage and reuse in the structure as well as any substitute material that may be used to make or not, or the unavailability of it if that's the case, before a determination is made to coat the existing brick, preferentially with limewash. For final review, the Board wants to see something to substantiate those concerns. The motion was seconded by Board Member Ramos and carried unanimously.**

**Item 9  
Contributing**

**180 N. Palafox Street**

**PHBD  
C2-A**

**Action taken: Approved with Comments.**

Michael Carro is seeking approval for exterior modifications to the rear and sides of a contributing structure. The proposed changes being presented are in tandem to interior renovations which will convert the second floor into residential living quarters. Changes to the front, including the balcony extension, new windows and doors, and paint to match the adjacent building were approved in May and November 2018 and are not part of this review. This review includes all changes to the sides and rear of the building and to the second-floor exterior. These include (but are not limited to) the addition of metal-clad wood windows and doors, a new standing seam metal roof system, new guardrails and green wall screening, and a white stucco finish to match the existing.

Mr. Carro and Mr. Girardin presented to the Board. Board Member Fogarty disclosed that her employer had been involved with SMP Architects and the owner to consult on interior work, and she had worked on interior design. She did not feel there was a conflict of interest, and staff confirmed there was no conflict of interest.

Chairperson Salter explained the package stated the main west elevation along Palafox was not changing based on the previous approval, but he noticed a discrepancy and wanted to make sure or verify if part of this package was to include the change or if the change was not intentional. On the right side of the west elevation, the original proposed an approved elevation which indicated that the second-floor door and frame centered on the lower section of window – the only symmetrical portion of the building and was a much smaller window that was centered on the lower bank of windows. On the original approved elevation, that door opening was the same width as the window below; he wondered if the intent was to center the second-floor window and door on the ground-floor window or if the intent was to off-center it intentionally. Mr. Girardin explained the door could be moved slightly to be centered above that window opening. The previous plans were not to scale, but the current drawings were based on his measurements. Chairperson Salter explained if the door were centered on the opening, it would meet the intent of the original approval; if that was acceptable in the design, no more discussion would be needed, however, if they wanted to shift it, then it would be made a part of the discussion. He also indicated the east elevations on the rear noted the area between the first and second floor, the parapet guardrail, was noted as an existing EFIS (a metal panel). Mr. Girardin explained it would be a change in a metal panel to a new EFIS. It was also determined the new elevator would exist within the existing recess where the door openings were, and the canopy was the only element sticking out. Chairperson Salter stated this would be a nice addition to the building and had no concerns with it.

Board Member Ramos questioned the existing use, and Mr. Carrow indicated there would be offices on the first floor, but the second floor had been vacant for a long time. Board Member Ramos advised it was huge improvement to the front and rear facades. Staff advised this project would be going before the Planning Board in March for a License to Use for a balcony extension. **Board Member Yee made a motion to approve as submitted with the change to the fenestration to be realigned to the window below, and the applicant was agreeable. The motion was seconded by Board Member Courtney and carried unanimously.**

**ADJOURNMENT** – With no further business, the meeting adjourned at 3:31 p.m.

Respectfully Submitted,



Historic Preservation Planner Harding  
Secretary to the Board

**LEASE** | MARCH 8, 2022

# Premium Lease Agreement

P2829 - Historic Trust Lot

**Philip Olivier**

Market President, Gulf Coast  
polivier@premiumparking.com



601 Poydras Street Suite 1500 New Orleans, LA 70130



# LEASE

This LEASE (this “Lease”) is dated \_\_\_\_\_, by and between WEST FLORIDA HISTORIC PRESERVATION, INC., a Florida not for profit corporation, hereinafter referred to as “Lessor”, and PREMIUM PARKING PARTNERS, L.L.C., a Louisiana limited liability company, hereinafter referred to as “Premium”.

## WITNESSETH:

WHEREAS, Lessor is the owner of the Premises (as that term is herein defined); and

WHEREAS, Lessor desires to lease said Premises to Premium, and Premium desires to lease same from Lessor;

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, Lessor and Premium hereby covenant and agree as follows:

- 1. PREMISES:** Lessor demises and leases to Premium for the Term (as defined in Section 3 below) and upon the covenants, agreements and conditions set forth herein, the real estate described below, together with improvements thereon and with all appurtenances thereto, including, but not limited to the right of ingress and egress by motor vehicles and pedestrians to and from the premises described as a surface parking lot on a tract of real estate, having the legal description BEG AT INTER OF S LI OF GOVERNMENT ST & W LI OF TARRAGONA ST S 0 DEG 0 MIN 0 SEC E ALG W LI OF TARRAGONA ST 186 FT TO N LI OF CHURCH ST S 89 DEG 9 MIN 55 SEC W ALG N LI OF CHURCH ST 76 FT N 0 DEG 53 MIN 14 SEC W 186 18/100 FT TO S LI OF GOVERNMENT ST N 89 DEG 14 MIN 35 SEC E ALG S LI OF GOVERNMENT ST 78 88/100 FT TO POB BEING PART OF LTS 7 & 8 LOTS BETWEEN GOVERNMENT & CHURCH STREETS OLD CITY TRACT OR 3037 P 431 CA 74, with the municipal address of 100 BLK E GOVERNMENT ST and the approximate physical address of 143 E Government St, Pensacola FL 32502, and having approximately 37 parking spaces (collectively, the “Premises”).
- 2. USE:** The Premises shall be used by Premium as a parking facility for motor vehicles and for such other purpose or purposes as may be incidental thereto including lot rentals for special events. Premium shall have the right to erect, at its expense, a sign or signs, suitable for advertising purposes in or on the Premises and to place upon the Premises any personal property or trade fixtures it deems reasonable or necessary for conducting business upon the Premises in accordance with the uses and purposes provided herein. Notwithstanding the foregoing, Premium agrees that it will not cause any vehicle upon the Premises to be immobilized without the written consent of Lessor.

## 3. TERM:

- a. Initial Term. Subject to earlier termination as hereinafter provided, the initial term of this Lease shall commence on June 1, 2022, and shall end three years later at 11:59 p.m. Pensacola time on May 31, 2025 (the “Initial Term”).
- b. Renewal Terms. Upon expiration of the Initial Term, on June 1, 2025, and each anniversary thereof, this Lease shall be automatically renewed and extended for successive one-year terms (each a “Renewal Term,” and together with the Initial Term, the “Term”) unless either party shall notify the other in writing at least sixty (60) days prior to the end of the then current Term that it desires to terminate this Lease at the end of the then current Term.
- c. Lease Year. A “Lease Year” is defined as the twelve-month period beginning on the first day of the first full calendar month during the Term and each successive twelve-month period commencing on the same calendar date each year of the Term.
- d. Termination for Convenience. Notwithstanding anything to the contrary contained herein, either party may terminate this Agreement prior to the expiration of the then current Term for any reason upon sixty (60) days written notice to the other party.

#### 4. RENT:

- a. Base Rent. On or before the tenth day of each calendar month of the Term, Premium will pay Lessor monthly rent of five thousand dollars (\$5,000.00) (the “Base Rent”), prorated daily for any partial calendar month during the Term.
- b. Percentage Rent. On the 25<sup>th</sup> day following the end of each calendar month during the Term for which it is owed, Premium shall pay to Lessor percentage rent (the “Percentage Rent,” and together with the Base Rent, the “Rent”) in an amount equivalent to twenty percent (20%) of the annual Gross Revenue in excess of one hundred fifty thousand dollars (\$150,000.00) per Lease Year (the “Baseline”), to be calculated on an annual basis but paid monthly for the month in which the Baseline is achieved and for any remaining months in that Lease Year. The term “Gross Revenue” is defined as all revenues received and collected by Premium in the operation of the Premises less all of the following:
  - i. credit card fees, charges related to electronic fund transfers, ACH fees, bank fees, check cashing fees, and returned checks fees;
  - ii. Platform Fees, which are standard fees collected by Premium from patrons of the Premises who pay to park using its GLIDEPARCS® software platform, including without limitation through iOS app, Android app, TextPay®, CameraPay®, web app, or other channels, at the standard rates in effect, and retained by Premium on a pass-through basis; and

- iii. sales taxes, parking taxes, license fees, permit fees, levies, and other charges which are, by applicable law, required to be collected from patrons of the Premises or imposed on the parking spaces or stalls on the Premises.]
- c. Place of Rent. In consideration hereof, Premium covenants and agrees to pay to Lessor, by check delivered to the following location: Robert Overton, 120 E Church St, Pensacola FL 32502-5941, or to such other place as Lessor may from time to time designate in writing, Rent for the Premises.
- d. Special Rates for Lessor. Premium agrees to provide Lessor with the following:
  - i. 15 complimentary monthly 24/7 parking subscriptions, for use by officers and staff of Lessor at the Premises only,
  - ii. up to 15 additional monthly 24/7 parking subscriptions, for use by officers and staff of Lessor at the Premises only, at a special parking rate of \$25 per month per subscription, and
  - iii. 100 free 24-hour promo codes per Lease Year.

## 5. INSURANCE:

- a. Premium's Insurance. Premium shall, during the Term of this Lease, procure and maintain a minimum of the following insurance:
  - i. Commercial General Liability Insurance against liability for property damage and/or bodily injuries (including death) with a combined per occurrence limit of not less than five million dollars (\$5,000,000.00), which coverage shall specifically include the contractual liability assumed by the Premium under this Lease.
  - ii. Garagekeeper's Legal Liability Insurance insuring Lessor and Premium against claims, liabilities, losses, or suits incurred by reason of or arising out of Premium's negligence or fault and covering exposures for loss of or damage to the vehicle from fire, explosion, theft, collision, riot, civil commotion, malicious mischief or vandalism, with a per occurrence limit of not less than one million dollars (\$1,000,000.00).
  - iii. Worker's Compensation insurance in compliance with the Worker's Compensation Act of the State of Florida, including a waiver of subrogation rights in favor of Lessor.
  - iv. 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.

- v. 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).

Such insurance in this Section 5(a) shall cover Premium, its officers, agents, and employees, and may be blanket policy or policies also covering other locations and insureds, and shall require that not less than thirty (30) days written notice shall be given the Lessor prior to any cancellation, non-renewal or material change in coverage. The Lessor shall be named as an additional insured on the policies required by Subparagraphs (i) and (ii) of this Section 5(a), but excluding coverage for Claims (as that term is herein defined) for faulty construction or design of the Premises. Upon written request Premium shall obtain and provide the Lessor with current certificates of insurance evidencing the coverage provided by this Section 5(a).

- b. Lessor's Insurance. Lessor shall, during the Term of this Lease, procure and maintain a minimum of the following insurance:
  - i. Commercial General Liability Insurance against liability for property damage and/or bodily injuries (including death) with a combined per occurrence limit of not less than five million dollars (\$5,000,000.00) which coverage shall specifically include the contractual liability assumed by the Lessor under this Lease.
  - ii. Casualty Insurance for the surface parking facility on the Premises, which shall be "all-risk" and "extended coverage" in the full amount of the replacement costs of the surface parking facility.

## 6. INDEMNIFICATION:

- a. Premium shall, at its own cost and expense, defend, indemnify, and hold Lessor harmless from and against any and all actions, costs (including attorney's fees), losses, expenses, and/or damages (collectively, "Claims"), including, without limitation, bodily injury and property damage claims, asserted by third parties against Lessor, sustained by Lessor during the Term of this Agreement that are attributable to (i) negligence or willful misconduct by Premium or any of its agents, servants, or employees under Premium's direct control or (ii) breach of Premium's obligations under this Lease.
- b. Lessor shall, at its own cost and expense, defend, indemnify, and hold Premium and its managers, members, officers and affiliates, agents, employees, customers, invitees, and representatives ("Premium Affiliated Parties") harmless from and against any and all Claims, including, without limitation, bodily injury and property damage claims, asserted by third parties against Premium or any of the Premium Affiliated Parties, sustained by Premium or any of the Premium Affiliated Parties during the Term of this Agreement that are attributable to (i) negligence or willful misconduct by Lessor or any of its agents,

servants, or employees under Lessor's direct control, (ii) any breach of Lessor's obligations under this Lease, or (iii) the faulty construction, design, or structural defects of the Premises.

**7. PERMITS AND LICENSES:** Premium agrees to procure any and all permits or licenses necessary for its operation hereunder, and Lessor agrees to assist Premium in obtaining such permits or licenses, if such assistance is necessary. Premium shall have the option to terminate this Lease if it is unable to obtain the required permits or licenses to operate (for any reason) after the execution of this Lease or commencement of the Term, whichever is the later. Premium may deduct the cost of any permit or license from any Monthly Rent due to Lessor.

**8. TAXES AND UTILITIES:** Lessor agrees to pay any and all real estate taxes and assessments levied upon or assessed against the Premises as they become due. Premium agrees to pay electrical, water, telephone, gas, and other utility services actually used by Premium upon the Premises, provided that such service is separately metered to show Premium's actual use. Premium shall pay any and all taxes and assessments levied against any property of Premium situated upon the Premises. Premium shall pay all sales and parking taxes due as a result of Premium's sales on the Premises.

**9. IMPROVEMENTS:** Premium covenants and agrees that it will not construct any improvements, other than improvements that relate to and are necessary for operating a parking facility, or additions on or over the Premises without the written consent of Lessor. Premium agrees to maintain the Premises in a clean condition, subject to normal wear and tear. Notwithstanding the foregoing, Lessor shall be responsible for any structural or design repairs or modifications to the Premises and any subsurface utilities, lines, pipes, conduits, or such other underground facilities serving the Premises. Lessor shall have the sole responsibility to promptly repair any structural or design aspect of the Premises, including with respect to utilities or other underground facilities, sinkholes or damage related to surface or soil subsidence. Premium shall notify Lessor in a reasonable period of time of the existence of any structural damage, sinkhole, surface or soil subsidence which Premium becomes aware of. Lessor shall have the sole responsibility to promptly repair and restore the Premises following a Major Force Majeure event. Lessor shall be responsible for any improvements mandated by any governmental entity.

## **10. DEFAULT:**

a. Premium Default.

- i. In the event that Premium shall default in payment of the Rent, and such default shall continue for a period of ten (10) business days, after Premium has received Lessor's written notice of such default, then Lessor may declare that this Lease is terminated with (5) days advance written notice to Premium.
- ii. If Premium shall at any time fail to perform any of the non-payment covenants, conditions, or provisions of this Lease, and such default is not cured within thirty

(30) days after receipt of written notice thereof from Lessor, then, in any such case, Lessor may serve written notice upon Premium, that Lessor elects to terminate this Lease upon a specified date, not less than ten (10) days after such written notice, and this Lease shall then terminate on the date so specified, and the Lessor shall have the right to re-enter, repossess, or re-rent the property upon such date.

- b. Lessor Default. If Lessor shall at any time fail to perform any of the covenants, conditions, or provisions of this Lease, and such default is not cured within thirty (30) days after receipt of written notice thereof from Premium, then, in any such case, Premium may serve written notice upon Lessor, that Premium elects to terminate this Lease upon a specified date, not less than ten (10) days after such written notice, and this Lease shall then terminate on the date so specified. No default by Premium or Lessor shall be deemed waived unless such waiver is in writing.

**11. HOLDING OVER:** In the event that Premium shall hold over after expiration of the Term of this Lease with the consent, express or implied, of Lessor, such holding over shall be deemed merely a tenancy from month-to-month on the same terms, covenants, and conditions so far as applicable and subject to the same exceptions and reservations as herein contained, until such tenancy is terminated in a manner prescribed by law. Lessor's acceptance of any Rent after holding over begins shall not operate to renew this Lease. This provision does not waive Lessor's rights of re-entry or any other right hereunder.

**12. NOTICES:** All notices hereunder must be in writing and will be deemed to have been given upon delivery by (a) personal delivery to the designated address, (b) certified or registered mail, postage prepaid, return receipt requested, or (c) a nationally recognized overnight courier service (against a receipt therefor). All such notices must be addressed as follows or to such other address as to which any party hereto may have notified the other in writing:

PREMIUM:                   PREMIUM PARKING PARTNERS, L.L.C.  
James M. Huger, Manager  
601 Poydras St Ste 1500  
New Orleans LA 70130-6061

LESSOR:                   WEST FLORIDA HISTORIC PRESERVATION, INC.  
Robert Overton, Executive Director  
120 E Church St  
Pensacola FL 32502-5941

- 13. FORCE MAJEURE:** Premium’s performance under this Lease is subject to any act of God, fortuitous event, inclement weather, war, riot, insurrection, change in law, government regulation, terrorism, disaster, strike or labor trouble (except those involving Premium’s employees or agents), civil disorder, inability to procure materials or services, loss of 25% or more of Gross Revenue over a thirty-day period compared to the previous 30-day period, curtailment of transportation facilities or utilities, pandemic, epidemic, government-ordered quarantine or stay-home order, or any other event of a like nature beyond the Premium’s control making it inadvisable, illegal, impracticable, or impossible to timely perform the obligations under this Lease (a “Force Majeure Event”). In the event of a Force Majeure Event, Premium may elect either of the following remedies in its sole discretion: (i) Premium’s performance of any affected obligation shall be excused for the entire period of the Force Majeure Event and the time for performance of any such obligation shall be correspondingly extended for the period of such delay, or (ii) Premium may terminate this Lease upon written notice to Lessor.
- 14. LOSS OF DEMAND:** In the event a particular venue or business causes or can be anticipated to cause the loss of 25% or more of Gross Revenue over a thirty-day period compared to the previous 30-day period, Premium may terminate this Agreement upon 5 day written notice to Lessor. In such event, Lessor will make every effort to renegotiate the base rent with Premium to avoid a service interruption on the property.
- 15. PEACEABLE POSSESSION:** Lessor hereby warrants and represents that it is the fee simple Lessor of the Premises and that it has the authority to lease the Premises and to execute this Lease and that the laws and/or ordinances affecting the use of the Premises do not prohibit the uses herein provided. Lessor further covenants and agrees that Premium, upon performing and quietly observing the terms and conditions of this Lease, may peacefully hold and enjoy the Premises during the Term without any interruption by Lessor, its successors or assigns, or any person or company lawfully claiming by or through it. Lessor represents and warrants that there are no other leases, occupancies, purchase options, or rights of first refusal affecting the Premises.
- 16. SURRENDER:** Upon termination of the Term of this Lease by lapse of time or otherwise, Premium agrees that it will immediately surrender and deliver up to Lessor physical possession of the Premises, together with all improvements and appurtenances in connection therewith, in good condition, subject to reasonable wear and tear and damages by fire, the elements and any other cause not directly attributable to the negligence of Premium. Nothing contained herein shall prohibit Premium upon termination of this Lease by lapse of time or otherwise from removing its personal property, including trade fixtures, from the Premises. Premium may remove Premium made improvements to the Premises, including but not limited to signage, pay machines, bumper stops and poles as long as any damage to the Premises are repaired.
- 17. CONDEMNATION:**



- a. Total. If all or substantially all of the Premises shall be taken in any eminent domain, condemnation, compulsory acquisition, or similar proceedings by any competent authority for any public or quasi-public use or purpose, or in the event a portion of the Premises in accordance with the standards required by this Lease, this Lease shall terminate. Lessor and Premium shall each have the right to initiate such proceedings as they deem advisable to recover any damages to which they may be entitled.
- b. Partial. If a portion of the Premises shall be taken by the events described in subsection 16(a), or the entire Premises is affected but on a temporary basis, and the result is not to make it unreasonable to continue to operate the Premises, this Lease shall not terminate, and the Rent hereunder shall adjust accordingly. However, so much of any award for any such partial taking or condemnation as shall be necessary to render the Premises equivalent to its condition prior to such event shall be used for such purposes; and Premium shall have the right to discontinue operating the Premises and terminate this Lease to the extent it deems necessary for the safe and orderly operation of the Premises.

#### **18. THIRD-PARTY SETTLEMENTS.**

- a. In the event that a third party causes damage to the Premises and/or economic damages to either party, Lessor and Premium shall each have the right to initiate such proceedings as they deem advisable to recover any damages to which they may be entitled. Premium shall be entitled to retain any settlement and/or insurance proceeds received from any such proceeding it initiated.
- b. In the event Lessor maintains a business interruption insurance policy Lessor shall direct any proceeds received first to any invoices, unpaid costs or fees due to Premium.

#### **19. MISCELLANEOUS:**

- a. Parties, Successors and Assigns. This Lease shall be binding and inure to the benefit of the parties hereto, their respective successors and assigns.
- b. No Duty to a Person Not a Party. Nothing in the Lease shall be constructed to create any duty to, any standard of care with reference to, or any liability to anyone not a party to this lease except as otherwise expressly provided herein.
- c. Right to Inspect. Premium hereby gives and grants to Lessor, and to its authorized representatives, the right to examine and inspect the Premises from time to time during the usual business hours and to enter the Premises for the purpose of making repairs thereto at any time.
- d. Intentionally Left Blank.



- e. Entire Agreement. This Lease constitutes the entire agreement between the parties hereto. This Lease is not subject to modification except in writing signed by both parties and contains the entire agreement of the parties with respect to the matters covered by this Lease and no other agreement, statement or promise made by any party, or to any employee, office of agent of any party, which is not contained in this Lease shall be binding or valid.
- f. Intellectual Property. “Intellectual Property” means, all of worldwide proprietary rights in each and all of the following, whether or not patentable: ideas, inventions, concepts, developments, designs, applets, or other computer programs, applications, firmware or software, 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 Lease and all Intellectual Property owned, created, or discovered by Premium during the Term shall remain the sole and exclusive property of Premium. No Intellectual Property owned, created, or discovered by Premium during the Term shall be deemed a “work made for hire”. Lessor shall not have a license or any other rights to the Intellectual Property of Premium.
- g. Counterparts. This Lease 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 shall be construed together and shall constitute one instrument, but in making proof hereof it shall 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 Lease. Lessor 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 Lease based on the form of signature.
- h. Severability. Each provision herein shall be deemed separate and distinct from all other provisions, and if any one of them shall be declared illegal or unenforceable, the same shall not affect the legality or enforceability of the other terms, conditions, and provisions hereof, which shall remain in full force and effect.
- i. Memorandum of Lease. Lessor agrees to execute, acknowledge, and deliver at any time after the date of this Lease, at the request of Premium, a short form lease or Memorandum of Lease suitable for recording.
- j. Security. Lessor acknowledges that Premium’s obligations hereunder do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of any persons within or about the Premises.
- k. Independent Contractor. All personnel employed in connection with the operation of the Premises shall be employees of Premium subject to its sole supervision, and under no

circumstances shall be considered employees of the Lessor. Premium shall have exclusive right to hire and discharge its employees at its discretion. This Lease shall in no way be considered to create a partnership or, joint venture between the parties hereto or other relationship of any kind other than that of Premium being an independent contractor furnishing and supplying services to the Lessor.

- l. Subcontractors. Premium may, without any prior approval of Lessor, provide the services contemplated by this Lease through itself and/or one or more of its affiliates and/or third-party subcontractors.
- m. Other Parking Agreements. Lessor represents and warrants to Premium that as of the commencement date of the Initial Term, there will be no other leases, management agreements, valet agreements or other similar parking agreements in effect for the Premises and that the Premium shall have the exclusive right to lease, occupy, and provide parking services for Premises during the Term.
- n. GLIDEPARCS® Payment System. Premium does not guarantee that the software will be performed error-free or uninterrupted, or that Premium will correct all services errors. Lessor 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 set their hands the day and year as hereinafter set forth by their duly authorized representatives.

**LESSOR:**

West Florida Historic Preservation, Inc.,  
a Florida not for profit corporation

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

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

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

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

**PREMIUM:**

Premium Parking Partners, L.L.C.,  
a Louisiana limited liability company

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

Name: James M. Huger

Title: Chief Executive Officer

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