



City of Pensacola

City Council Workshop

Agenda

Monday, May 23, 2022, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

Immediately Following 3:30 PM Agenda Conference. Members of the public may attend the meeting in person. City Council encourages those not fully vaccinated to wear face coverings that cover their nose and mouth.

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

CALL TO ORDER

SELECTION OF CHAIR

DETERMINATION OF PUBLIC INPUT

DISCUSSION OF...

1. [22-00488](#) BUDGET WORKSHOP - PRIORITIES

Sponsors: Ann Hill

Attachments: [FY 2023 Budget Schedule](#)
[LOST IV Fund Report - April 30, 2022](#)
[PSA Gulf Coast Tennis Group - Roger Scott Tennis](#)
[Tennis Management Analysis](#)

ADJOURNMENT

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00488

City Council Workshop

5/23/2022

DISCUSSION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

BUDGET WORKSHOP - PRIORITIES

SUMMARY:

This item begins a series of Budget Workshops as City Council prepares for the delivery of the Mayor's proposed budget.

At this workshop, the following will be discussed:

1. City Council Priorities as a Body Whole
2. Overview of the LOST Budget - where we are now
3. Review of the budget process moving forward
4. Roger Scott Tennis MOU
5. Audit - renew with current vendor, extend with current vendor or send out RFQ

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive
Melanie Kruszona, Strategic Budget Planner

ATTACHMENTS:

- 1) Strategic Plan
- 2) FY 2023 Budget Schedule
- 3) LOST IV Fund Report - April 30, 2022
- 4) PSA Gulf Coast Tennis Group - Roger Scott Tennis
- 5) Tennis Management Analysis

PRESENTATION: No

FY 2023 BUDGET SCHEDULE

(Tentative)

Monday, January 10	Send Outside Agency Applications to Current Recipients
Monday, January 10	Financial Services Staff distributes Budget Manual and Opens Eden System for Entering
Monday, February 28	Budget submittals to Financial Services and all departments/divisions complete budget requests complete and submit required forms (Tier I) Clerk, Council, Financial Services, Legal, Mayor/Parking, Human Resources
Monday, March 7	Budget submittals to Financial Services and all departments/divisions complete budget requests complete and submit required forms (Tier II) Planning & Development Services, Fire, Inspection, Parks & Recreation, Public Works
Monday, March 14	Budget submittals to Financial Services and all departments/divisions complete budget requests complete and submit required forms (Tier III) Airport, Housing, Pensacola Energy, Police, Port, Sanitation
Monday, March 14	Outside Agency Applications Due to Budget Office
Friday, April 1	Budget Workbooks delivered to Mayor and City Administrator Staff Forward appropriate section of Budget Books to Departments/Divisions
Monday, April 4 thru Friday, April 8	Mayor, City Administrator Staff and Financial Services Staff meet with each Department/Division to review their Budget
Tuesday, April 5	Public Input Meeting (5:30 p.m. at Sanders Beach/Corrine Jones) - If we have
Thursday, April 7	Public Input Meeting (9:00 a.m. at Vickery Center)- If We Have
Monday, April 18 thru Wednesday, April 27	Budget Review by Mayor, City Administrator Staff and Financial Services Staff
Friday, May 6	Final Decisions By Mayor
Wednesday, June 1	Property Appraiser Provides Property Valuation Estimates
Tuesday, July 5	Final Document Sign Off by Mayor
Friday, July 1	Property Appraiser Certifies DR-420 - 1st Day of TRIM
Monday, July 11	Proposed Budget Books Distributed To City Council & Available for Public & Media
Thursday, July 14	TRIM Notice approval by City Council
Monday, July 25 thru Tuesday, July 26	City Council Budget Workshops (Tentative)
Thursday, August 4	Certification of Valuation to Property Appraiser, Tax Collector, & State (TRIM)
Wednesday, September 07	First Public Hearing on the Budget. 5:30 p.m. (tentative)
Friday, September 9	Millage Advertisement runs in Newspaper
Wednesday, September 14	Final Public Hearing on the Budget. 5:30 p.m. (tentative)

CITY OF PENSACOLA
LOCAL OPTION SALES TAX SERIES IV PLAN
AS OF APRIL 30, 2022

		FISCAL YEARS																PROJECT BALANCE	PROJECT STATUS
DEPARTMENT	PROJECT NAME	REVISED PROJECT ESTIMATE	ACTUAL 2015	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	ACTUAL 2019	ACTUAL 2020	ACTUAL 2021	PROJECTED 2022	PROJECTED 2023	PROJECTED 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029 (3 months)		
1	FIRE	FIRE STATION RENOVATIONS	3,723,662		153	285,765	1,734,698	1,703,046										0	Complete
2		STATION #3																	
3		FIRE APPARATUS																	
4		REPLACE 97 SOUTHERN COACH 1250 GPM PUMPER, UNIT #961	425,787				425,787											0	Complete
5		REPLACE 98 SOUTHERN COACH 1250 GPM PUMPER, UNIT #962	425,787				425,787											0	Complete
6		REPLACE 07 PIERCE 1250 GPM PUMPER, UNIT #950-07 (E-1)	488,156						488,156									0	Complete
7		REPLACE 07 PIERCE 1250 GPM PUMPER, UNIT #925-07 (E-2)	488,156						488,156									0	Complete
8		REPLACE 10 PIERCE, 105' AERIAL LADDER, UNIT #920-10	1,319,100							1,319,100								1,607	In Progress - PO Issued
9		REPLACE 10 PIERCE 1250 GPM PUMPER, UNIT #964-10 (E-6)	570,000							570,000								23,203	In Progress - PO Issued
10		FIRE VEHICLES																	
11		REPLACE 99 FORD F-350 PICKUP, UNIT #908	32,552				32,552											0	Complete
12		REPLACE 95 FORD F-150 PICKUP, UNIT #902-95	45,503					45,503										0	Complete
13		REPLACE 99 CROWN VICTORIA, UNIT #901	27,187					27,187										0	Complete
14		REPLACE 06 TOYOTA COROLLA, UNIT #916-06	29,735					29,735										0	Complete
15		REPLACE 01 FORD EXCURSION, UNIT #909	42,414					42,414										0	Complete
16		REPLACE 06 CROWN VICTORIA, UNIT #906-06	36,180						36,180									0	Complete
17		REPLACE 08 CROWN VICTORIA, UNIT #905-08	41,800							41,800								11,579	In Process - Waiting on purchase of light bar, radios, etc.
18		REPLACE 05 CROWN VICTORIA, UNIT #910-05	41,800								41,800							41,800	FY 2023 Project
19		MOBILE DATA TERMINALS	28,981					12,981		16,000								16,000	In Process - Waiting on purchase of terminals
20		REPLACE AIR CONDITIONING UNITS	11,000				11,000											0	Complete
21		REPLACE THERMAL IMAGING CAMERAS	40,888					40,888										0	Complete
22		TRAINING SIMULATOR (GRANT MATCH)	216,522				6,619	50,823	10,037	54,955	94,088							65,940	In Process - Simulator delivered and service testing in
23		REPLACE COPIER/FAX/SCANNER	8,101					8,101										0	Complete
24		SCBA FACEMASK FITNESS TEST EQUIPMENT	9,415					9,415										0	Complete
25		REPLACE HVAC UNITS	95,012					8,000	38,182	23,415	25,415							0	In Progress - PO Issued
26		BREATHING AIR COMPRESSOR	25,000					25,000										0	Complete
27		AIR BAG SYSTEM	9,000					9,000										0	Complete
28		FIRE BOAT EQUIPMENT (PORT GRANT MATCH)	52,163						52,163									0	Complete
29		PORTABLE RADIOS	22,000					22,000										0	Complete
30		SCBA UNITS (GRANT MATCH)	51,083						51,083									0	Complete
31		MOTOROLA RADIOS	31,529					997	30,532									0	Complete
32		EXTRICATION EQUIPMENT (GRANT MATCH)	10,000							10,000								10,000	Grant Not Awarded - will pursue other funding sources
33		COMPACT HAZARD HOSE	8,265							8,265								0	Completed
34		DEPT. SUB-TOTAL	8,356,778	0	153	285,765	2,636,443	1,947,698	135,611	1,224,640	2,084,668	41,800	0	0	0	0	0	170,129	
35	POLICE	800 MHz RADIO SYSTEM	6,539,878	2,314,588	4,162,269	63,021												0	Complete
36		POLICE MARKED VEHICLES	8,351,886				339,500	580,177	781,873	284,734	2,165,602	840,000	840,000	840,000	840,000			5,584,480	In Progress - FY 22 Vehicles have been ordered
37		POLICE UNMARKED VEHICLES	2,010,462				117,156	70,456	304,951	291,879	401,020	165,000	165,000	165,000	165,000			1,021,135	In Progress - FY 22 Vehicles have been ordered
38		MOBILE DATA TERMINALS	575,006				31,491	25,644	69,871	58,000	42,000	58,000	58,000	58,000	58,000	58,000		348,280	In Progress - FY 22 Terminals have been ordered
39		POLICE HEADQUARTERS BUILDING HVAC CONTROLS	194,387					92,227	102,160									0	Complete
40		POLICE COPIER	7,020					7,020										0	Complete
41		POLICE POLYGRAPH	6,980					6,980										0	Complete
42		POLICE BUILDING CAMERA SYSTEM	34,009					34,009										0	Complete
43		BODY CAMERAS	115,000						108,906	6,094								6,094	In Progress - PO Issued
44		POLICE CAD HARDWARE	6,500							6,500								6,500	In Progress - Pending quotes for PO
45		DEPT. SUB-TOTAL	17,841,128	2,314,588	4,162,269	63,021	488,147	782,504	1,292,864	743,519	2,621,216	1,063,000	1,063,000	1,063,000	1,063,000	58,000	0	6,966,489	
46	PUBLIC WORKS	JEFFERSON STREET LIGHTING	407,121				316,639	104,232	(13,750)									0	Complete
47		SIDEWALK IMPROVEMENTS	1,887,837						42,900	654,937	200,000	200,000	200,000	200,000	200,000	190,000		1,840,731	Projects for FY 22 will be advertised for bid promptly - survey is 30% complete
48		INTERSECTION IMPROVEMENTS	1,378,000						373,397	401,983	102,620	100,000	100,000	100,000	100,000			602,620	Evaluating future projects
49		TRAFFIC CALMING	117,001						17,268	99,733								66,838	Govt/Spring & Govt/Baylen signal to stop conversion Complete. Next up is Jackson and Gadsden speed tables.
50		COLLEGE BLVD SCHOOL SAFTEY	150,000							150,000								150,000	Under Development
51		BURGESS ROAD	1,840,000						124,115	432,872	1,283,013							131,509	Construction is scheduled to be complete in next two weeks. Paving will start end of May.
52		WEST CERVANTES CORRIDOR	987,300						984,000	3,300								0	New traffic signals at Cervantes and R, J & L Streets are Current roads being verified, funds for this FY will be used for Pavement condition survey by consultant.
53		PAVEMENT MANAGEMENT PROGRAM	6,325,332				2,941,001	401,065	1,159,564	22,152	1,301,550	500,000						1,841,101	FY 2024 Project
54		BAYLEN STREET MARINA SEAWALL REFURBISHMENT	750,000									750,000						750,000	FY 2025 Project
55		PALAOX MARINA SEAWALL REFURBISHMENT	750,000										750,000					750,000	Lights to be ordered in May. Waiting on FDOT to complete construction before the City can do it's part.
56		9TH AVENUE BRIDGE LIGHT	65,000					16,313		48,687								48,687	Complete
57		BAYLEN STREET LIGHTING	280,497					1,879	278,618									0	Complete
58		SPRING STREET LIGHTING	323,162						323,162									0	Complete
59		REUS STREET LIGHTING	278,060						278,060									0	Complete

CITY OF PENSACOLA
LOCAL OPTION SALES TAX SERIES IV PLAN
AS OF APRIL 30, 2022

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DEPARTMENT	PROJECT NAME	REVISED PROJECT ESTIMATE	ACTUAL 2015	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	ACTUAL 2019	ACTUAL 2020	ACTUAL 2021	PROJECTED 2022	PROJECTED 2023	PROJECTED 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029 (3 months)		
60	GOYA STREET LIGHTING	292,909								292,909								48,955	Project ongoing. Foundations to be complete early June. Reconstruction of N. P Street and N. S Street is set to start construction mid-May
61	PUBLIC WORKS CONT STREET RECONSTRUCTION	659,063								659,063								620,456	HVAC Air Purification Upgrades to City Hall and PPD - Developing
62	ENERGY CONSERVATION & EFFICIENCY IMPROVEMENTS	1,535,000								235,000	225,000	215,000	215,000	215,000	215,000	215,000		1,535,000	Phase 2 for FY 22 will commence construction on 5/2/2022. Phase 3 (which is a re-bid of Phase 1) is out for bid now. Hope to commence construction in mid-May on phase 3
63	CITY-WIDE ADA IMPROVEMENTS	550,000						77,995		172,005	50,000	50,000	50,000	50,000	50,000	50,000		472,005	Currently working with agency regarding funding agreement. Phase II Plans Being Finalized For Bid - Expect Bid Out in
64	DEPT. SUB-TOTAL	18,576,282	0	0	0	3,257,640	523,489	3,585,161	920,475	4,999,517	1,075,000	1,315,000	1,315,000	565,000	565,000	455,000	0	8,857,902	Construction has begun. Contractor currently installing electrical and irrigation conduit
65	MISCELLANEOUS WOMEN'S VETERAN MEMORIAL	40,000								40,000								40,000	
66	CHAPPIE JAMES MEMORIAL	250,000								250,000								166,000	
67	GARDEN STREET LANDSCAPE	150,000								150,000								0	
68	DEPT. SUB-TOTAL	440,000	0	0	0	0	0	0	0	440,000	0	0	0	0	0	0	0	206,000	
69	PARKS & REC ATHL FACILITIES & RESOURCE CTRS IMPROVEMENTS																		
70	BAYVIEW RESOURCE CENTER	8,122,259		86	350,875	712,157	3,241,611	3,501,094	316,009	427								0	Complete
71	BAYVIEW SENIOR CENTER	224,178					121,284	102,518		376								0	Complete.
72	CECIL T. HUNTER SWIMMING POOL	1,929,060						11,830	59,790	114,774	1,742,666							155,307	Design phase for new pool house - Estimated Completion Spring, 2022
73	COBB CENTER	393,953						126,448	22,505					70,000				192,004	Current project complete - remaining FY 22, 26 and 29
74	EAST PENSACOLA HEIGHTS	154,239						19,439	4,800	60,400	69,600							63,288	Pending approval of additional EPH Project
75	EXCHANGE PARK	188,531						23,531		165,000								165,000	Design phase; delayed due to Sally recovery and fire
76	FRICKER CENTER	670,000				145,736				524,264								472,854	A&E firm engaged, 3/21
77	GULL POINT RESOURCE CENTER	218,438				676	144,255		73,507									0	Complete
78	OSCEOLA MUNICIPAL GOLF COURSE	1,155,078			538,257	138,883		249,417		228,521								21,150	Design phase; delayed due to Sally recovery
79	ROGER SCOTT ATHLETIC COMPLEX	123,793								123,793								103,873	Summer 2022
80	ROGER SCOTT COMPLEX SWIMMING POOL	129,000								129,000								101,573	Design phase; delayed due to Sally recovery
81	ROGER SCOTT TENNIS CENTER	2,502,546				28,025		79,848	118,736	2,275,937								2,223,060	Preparing plans for review
82	SANDERS BEACH-CORINNE JONES CENTER	105,758						39,690	66,068									0	Complete.
83	TIPPIN RESOURCE CENTER & ATHLETIC FACILITY	1,000,000							94	999,906								932,602	Negotiating fees with Architect, Quima/Grundhoefer
84	VICKREY CENTER	534,962						14,379	77,014	69,023	374,546							323,078	Generator and playground complete. Windows, Intercom System and Flagpole to be completed Summer 2022.
85	WOODLAND HEIGHTS CENTER	525,000								525,000								525,000	New parking lot design complete. Rebid over budget. Budget added to design and construct a new kitchen. Mtgs with A&E firm beginning Feb, 2022.
	GENERAL ATHLETIC FACILITIES IMPROVEMENTS	4,235								4,235								4,235	Ongoing - Addressing as needed
86	SUB-TOTAL	17,981,030	0	86	889,132	1,025,477	3,718,936	4,186,585	752,543	7,338,271	0	0	0	70,000	0	0	0	5,283,024	
87	PARK IMPROVEMENTS																		
88	ALABAMA SQUARE	5,000								5,000								5,000	Playground reassigned to Longhollow w/an re-exchange in 2023
89	ARMSTRONG PARK	162,919						162,919										0	Complete
90	AVIATION PARK	40,684				40,684												0	Complete
91	BAARS PARK	150,000									150,000							150,000	FY 2023 Project
92	BARTRAM PARK	50,000										50,000						50,000	FY 2024 Project
93	BAY BLUFFS PARK	200,000									200,000							200,000	FY 2023 Project
94	BAYCLIFF ESTATES PARK	25,000											25,000					25,000	FY 2025 Project
95	BAYVIEW PARK	492,252				134,818	11,500	25,080		320,854								13,685	New playground to be installed in Summer 2022
96	BELVEDERE PARK	35,000												35,000				35,000	FY 2026 Project
97	BILL GREGORY PARK	25,000								25,000								25,000	On hold until FEMA projects completed.
98	BRYAN PARK	100,000													100,000			100,000	FY 2027 Project
99	CALLOWAY PARK	43,377						43,377										0	Complete
100	CATALONIA SQUARE	54,988							38,558	16,430								0	Complete
101	CHIMNEY PARK	15,000								15,000								15,000	Funds set aside for future project with Scenic Hwy
102	CORINNE JONES PARK	94,687				94,687												0	Complete
103	DUNWODY PARK	40,000													40,000			40,000	FY 2027 Project
104	DURANT (REV) PARK (FORMERLY BARCIA PARK)	52,125						52,125										0	Complete
105	EAST PENSACOLA HEIGHTS	119,264						82,464	36,800									0	Complete
106	EASTGATE PARK	35,000												35,000				35,000	FY 2026 Project
107	ESTRAMADURA SQUARE	76,282							46,982	4,300			25,000					25,000	FY 2025 Project
108	FAIRCHILD PARK	100,000									100,000							100,000	FY 2023 Project
109	GRANADA SUBDIVISION PARK	15,000									15,000							15,000	FY 2023 Project
110	HIGHLAND TERRACE PARK	100,000						11,250	20,729	621	67,400							67,400	New parking lot design complete. Budget insufficient
111	HITZMAN PARK	319,256						301,758	17,498									0	Complete

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DEPARTMENT	PROJECT NAME	REVISED PROJECT ESTIMATE	ACTUAL 2015	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	ACTUAL 2019	ACTUAL 2020	ACTUAL 2021	PROJECTED 2022	PROJECTED 2023	PROJECTED 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029 (3 months)		
112								15,948	88	49,912								46,312	Park Renovations, new playground and dog park installed.
113	PARKS & REC CONT.	65,948										25,000						25,000	Additional features coming Fall 2022.
114		25,000							6,572	1,528			35,000					36,528	FY 2024 Project
115		43,100																0	FY 2025 Project
116		1,334,837				112,381	338,966	260,079	594,751	28,660								4,689	In Progress - PO Issued for shade structure
117		90,000							25,341	14,659	50,000							50,829	Playground purchased w/installation coming Summer 2022
118																		232,976	Awaiting Final Walk-Through - Electricity To Be Run To Marquee
119		1,417,499						25,129	832,630	559,740								1	Complete
120		99,971							99,971									50,000	FY 2024 Project
121		50,000											50,000					0	Complete
122		117,878				114,170	3,708					150,000						150,000	FY 2024 Project
123		150,000																0	Complete
124		33,796						33,796										0	Complete
125		404,664				29,496	372,749	2,419										0	Complete
126		54,554							52,954	1,600								0	Complete
127		100,883					94,168	6,715										0	Complete
128		486,363				104,456	95,377			286,530								0	Playground purchased w/ installation coming Summer 2023
129		50,000										50,000						50,000	FY 2025 Project
130		325,000								325,000								325,000	Design as part of the Hollice T. Williams master plan with the County.
131																		119,024	In Progress - Electricity To Be Run To Marquee & Fencing Remain
132		3,122,495				10,311	595,700	306,527	2,056,212	153,745								0	Complete
133		94,287						94,287										0	Complete
134		36,775						36,775										0	Complete
135		100,000								100,000								100,000	Public mtgs to begin Spring, 2022.
136																		1,424,500	Construction Docs Obtained. Additional damage from Sally - Project on Hold
137		1,600,000					49,956	74,849		1,475,195								1,501	FY 2028 Project
138		88,945							84,150	4,795								30,000	FY 2027 Project
139		30,000													30,000			486,221	Ongoing - Addressing as needed
140		486,221								364,721	28,300	23,300	23,300	23,300	23,300			152,079	Ongoing - Addressing as needed
141		152,079								41,779	23,800	23,800	18,800	18,900	25,000			0	Complete
142		12,911,129	0	0	0	641,003	2,120,515	1,034,635	3,756,357	3,961,819	567,100	272,100	227,100	112,200	218,300	0	0	4,185,745	
143		30,892,159	0	86	889,132	1,666,480	5,839,451	5,221,220	4,508,900	11,300,090	567,100	272,100	227,100	182,200	218,300	0	0	9,468,769	
144	CAPITAL EQUIPMENT	4,906,048								106,048	800,000	800,000	800,000	800,000	800,000	800,000		4,906,048	
145	LEGAL							6,956										0	Complete
146		6,956	0	0	0	0	6,956	0	0		0	0	0	0	0	0	0	0	
147	PARKS & REC					25,642												0	Complete
148						26,357												0	Complete
149						24,657												0	Complete
150						24,657												0	Complete
151							6,705											0	Complete
152								16,958										0	Complete
153																		0	Complete
154																		0	Complete
155																		0	Complete
156																		0	Complete
157																		0	Complete
158																		0	Complete
159																		0	Complete
160																		0	Complete
161																		0	Complete
162																		0	Complete
163																		0	Complete
164																		0	Complete
165																		18,000	Pending - Not yet ordered
166																		0	Complete
167																		0	Complete
168																		0	Complete
169																		0	Complete
170																		0	Complete
171																		0	Complete
172																		0	Complete

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LOCAL OPTION SALES TAX SERIES IV PLAN
AS OF APRIL 30, 2022

		REVISED PROJECT ESTIMATE	FISCAL YEARS															PROJECT BALANCE	PROJECT STATUS
DEPARTMENT	PROJECT NAME		ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED		
			2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029 (3 months)		
173		UTILITY TRUCK - LANDSCAPE CREW	31,039							31,039								0	Complete
174	PARKS & REC CONT.	BOAT DOCK REPLACEMENTS	75,000								75,000							75,000	Pending - Damaged during Sally; waiting on FEMA
175		NEW BOBCAT	89,841							89,841								0	Complete
176		NEW TORO REEL MOWER W/TRAILER	70,355							70,355								0	Complete
177		OSC-REPLACE GREENSMOWER - UNIT #5752	35,949								35,949							1	Complete
178		REPLACE 06 THOMAS SCHOOL BUS - UNIT #588-06	195,000								195,000							1,605	In Progress - PO Issued
179		NEW SPECIALIZED VAN	13,990								13,990							13,990	In Progress - Ordered
180		REPLACE FOUR (4) ROLL OFF CONTAINERS	24,000								24,000							24,000	In Progress - Working on quotes
181		REPLACE 91 FORD PICKUP - UNIT #564	31,888								31,888							0	In Progress - PO Issued
182		REPLACE TORO ZERO TURN MOWER	31,290								31,290							0	In Progress - PO Issued
183		REPLACE 93 FORD F250 PICKUP TRUCK - UNIT #528	42,500								42,500							10,612	In Progress - PO Issued
184	REPLACE TORO INFIELD SAND PRO	31,710								31,710							2,051	In Progress - PO Issued	
185	REPLACE 96 DODGE INTREPID - UNIT #552	25,500								25,500							1,697	In Progress - PO Issued	
186	OSC-REPLACE TORO GREENSMASER - UNIT #5758	51,612								51,612							45	In Progress - PO Issued	
187	OSC-REPLACE 2011 TORO SAND PRO	28,619								28,619							0	In Progress - PO Issued	
188	OSC-REPLACE 99 DODGE 3500 FLATBED TRUCK - UNIT #575	57,010								57,010							0	In Progress - PO Issued	
189	OS-REPLACE IRRIGATION COMPUTER SYSTEM	17,381								17,381							134	In Progress - PO Issued	
190	OSC-REPLACE 1998 REEL GRINDER	45,000								45,000							1,674	In Progress - PO Issued	
191	DEPT. SUB-TOTAL	1,982,127	0	0	0	135,951	316,666	297,626	507,435	724,449	0	0	0	0	0	0	0	148,809	
192	PUBLIC WORKS	UPGRADE HVAC CONTROLS FOR FSC	42,900				42,900											0	Complete
193		UPGRADE HVAC CONTROLS FOR CITY HALL	204,225				204,225											0	Complete
194		REPLACE 03 FORD F350 UTILITY TRUCK - UNIT #776-03	33,445				33,445											0	Complete
195		REPLACE 05 FORD F350 TRUCK - UNIT #115-05	38,635					38,635										0	Complete
196		REPLACE 98 INT'L DUMP TRUCK - UNIT #156-98	126,291					126,291										0	Complete
197		REPLACE 00 CAT LOADER - UNIT #180-00	121,252					121,252										0	Complete
198		REPLACE 05 FORD F150 - UNIT #503	44,445					39,640	4,805									0	Complete
199		NEW HOT WATER PRESSURE WASHER	5,474					5,474										0	Complete
200		REPLACE 09 FOR ESCAPE - UNIT #500-09	19,160					19,160										0	Complete
201		NEW JOHN DEER UTILITY TRACTOR	34,032						34,032									0	Complete
202		TRAFFIC SIGNAL COMMUNICATION DEVICE	49,995							49,995								0	Complete
203		REPLACE 08 FORD PICKUP TRUCK - UNIT #504-08	40,989						40,989									0	Complete
204		SWEEP CRASH ATTENUATOR	27,000						27,000									0	Complete
205		STREET SWEEPER	217,956							217,956								0	Complete
206		REPLACE 08 FORD F-250 - UNIT #138-08	28,338							28,338								0	Complete
207		REPLACE 10 FORD F-350 - UNIT #118-10	51,150							51,150								0	Complete
208		REPLACE 97 FORD BUCKET TRUCK - UNIT #509-97	166,490								166,490							8,863	In Progress - PO Issued, truck ordered
209		NEW CONCRETE GRINDER WITH VAC SYSTEM	14,131							14,131								0	Complete
210		ARROW BOARD	5,052							5,052								0	Complete
211		KUBOTA MINI EXCAVATOR	49,012								49,012							1	Complete
212	DUMP TRAILER	8,904								8,904							0	Complete	
213	REPLACE 08 F350 FLATBED DUMP TRUCK - UNIT #116-08	61,510								61,510							0	In Progress - PO Issued	
214	MIOVISION TRAFFIC CONTROL & MONITORING DEVICE	6,400								6,400							6,400	Evaluating locations	
215	DEPT. SUB-TOTAL	1,396,786	0	0	0	280,570	350,452	106,826	366,622	292,316	0	0	0	0	0	0	0	15,264	
216	TOTAL CAPITAL EQUIPMENT	8,291,917	0	0	0	416,521	674,074	404,452	874,057	1,122,813	800,000	800,000	800,000	800,000	800,000	800,000	0	5,070,121	
217	TOTAL PROJECT ALLOCATIONS	84,398,264	2,314,588	4,162,508	1,237,918	8,465,231	9,767,216	10,639,308	8,271,591	22,568,304	3,546,900	3,450,100	3,405,100	2,610,200	2,646,300	1,313,000	0	30,739,410	

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
CITY OF PENSACOLA, FLORIDA AND
GULF COAST TENNIS GROUP LLC**

This Professional Services Agreement ("Agreement") is entered into this ____ day of _____, 2022 by and between the City of Pensacola, Florida, a municipal corporation of the State of Florida ("City") and Gulf Coast Tennis Group LLC a Florida limited liability company ("Provider") for professional tennis operations and management services at City's Roger Scott Tennis Center; (hereinafter, each a "Party" and collectively the "Parties").

In consideration of the mutual covenants and promises herein contained, Provider and City agree as follows:

TERMS:

I. RECITALS:

The recitals are true and correct and are hereby incorporated into and made a part of Agreement.

II. TERM:

The term of Agreement shall be three (3) years, commencing on Effective Date.

III. SCOPE OF SERVICE

- A. Provider agrees to provide Services as specifically described, and under the special terms and conditions set forth in this Agreement.
- B. Provider represents and warrants to City that:

1. it possesses all qualifications, licenses and expertise required for the performance of the Services;
2. it is not delinquent in the payment of any sums due to City, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to City;
3. all personnel assigned to perform Services are and shall be, at all times during the term, fully qualified and trained to perform the tasks assigned to each; and
4. Services will be performed in the manner, at such times, and for the budgeted amounts described herein.

C. Provider represents and warrants to City that all of its personnel who provide or may provide Services have completed and satisfied:

1. All background checks and other requirements in accordance with Florida Statutes, in particular FS 943.0438, and that all requirements have been timely and properly enforced. In addition, while engaging in activities upon City property and City owned facilities, the Provider shall not employ or utilize the volunteer services of any person who has been convicted of or pled guilty or nolo contendere to or has had an adjudication withheld of any of the following charges: a sexual offense, child abuse, contributing to the delinquency of a minor, or abuse of an elderly or vulnerable person.
2. Policies are in place and enforced to ensure there is no discrimination to Provider participants, their families, caretakers, guardians, or observers based upon race, creed, religion, national origin, disability, or sex.
3. Provider agrees to bear any and all costs associated with acquiring the required background screenings.

D. Provider represents and warrants that all front desk personnel assigned to perform Services shall have, wear, and display proper identification during the performance of Services and that no identification shall be issued prior to the successful completion of background screening requirements.

E. Provider represents and warrants that Provider shall not offer professional tennis instruction at any other location within Escambia and Santa Rosa Counties during the term of Agreement unless expressly authorized by Director of Parks and Recreation.

F. Provider agrees and warrants that

1. any and all personnel providing Services related to Agreement shall be paid through Provider, and
2. any and all liabilities regarding payment to or use of such personnel for any of the Services related to Agreement shall be borne solely by Provider.

G. Provider agrees and warrants that neither Provider nor any of its personnel shall perform any work other than that listed in this agreement unless duly authorized by Provider or Provider's designated representative. Provider shall not be paid

1. for any work performed outside the Scope of Services for Agreement, or
2. for any work performed by any of Provider's personnel not otherwise previously authorized in writing.

- H. Provider shall develop and implement a comprehensive operation and management plan to perform, deliver and carry out, in a professional manner, the types of projects and services that meet the programmatic requirements of Tennis Facilities in accordance with the terms of Agreement, which shall at a minimum, include the following:

1. OPERATION AND MANAGEMENT

Provider shall develop and implement a comprehensive operation and management plan to perform, deliver, and carry out, in a professional manner, the types of projects and services that meet the programmatic requirements of tennis facilities in accordance with the terms of Agreement, which shall at a minimum, include the following:

- a. Maintain at a minimum the following hours of operation:

Monday-Thursday	8:00 am to 9:00 pm
Friday	8:00 am to 7:00 pm
Saturday	8:00 am to 5:00 pm
Sunday	12:00 pm to 5:00 pm

The center will close for the following holidays: New Year's Day, Easter, Memorial Day, July 4, Thanksgiving, Christmas Eve, and Christmas Day. The center is open until noon on New Year's Eve.

The Parks and Recreation department reserves the right to require that the center and its entire amenities be open for special events and programs or closed for a period of time for maintenance.

- b. Provide individual and group tennis lessons and instruction;
- c. Junior tennis program, including but not limited to, lessons, matches, tournaments, league play, and clinics, will be vital to the success of Provider;
- d. Clinics for adults and youth, as well as summer clinics/camps for youth shall be provided for the summer months;
- e. Tennis instruction for beginners, intermediate, and advanced tennis players;
- f. Coordinate activities and events for users of Tennis Facilities. This shall include, but not be limited to the establishment of leagues, round robins, socials, and tournaments;
- g. A high performance academy/tennis training program to provide high-intensity training for professional and/or junior players;

- h. Provide staff for day-to-day operations, including, but not be limited to, answering telephones, assisting with program registrations, interacting with patrons of Tennis Facility, membership sales, customer service, tennis fees collection, records maintenance, daily court maintenance, etc.;
- i. Provide all equipment and furnishings needed to successfully operate and manage RSTC that are not provided by the City. The Provider will be responsible to provide their own computerized tracking system to ensure that they are able to meet all equipment requirements in this agreement. All functions shall be performed via this tracking system.
- j. Market Tennis Facilities to the general public locally, regionally, and nationally to recruit players and tournaments to the center,
- k. Recruit, train, supervise, certify, and pay instructors;
- l. Provide an instructor program that balances the importance of quality lessons with league play and tournament activity;
- m. Provide all memberships, certifications, and licenses needed to be properly registered to practice the profession, including USTA memberships, applicable certifications, and liquor license, and any others deemed necessary by the Parks and Recreation Director.
- n. Offer private tennis lessons for which Provider shall charge rates comparable to those charged for tennis pros at public facilities in the area. Provider shall maintain a delicate balance of court time for lessons as required and must be coordinated around the needs for leagues, tournaments, open play, clinics, etc. The Director of Parks and Recreation reserves the right to approve the court usage schedule;
- o. Adhere to membership, daily rates, and court rental fees at the established rates under the annual Approved Annual Budget document that is published on the City's website. The Provider may offer classes, programs, clinics, etc. not listed with fees set by the Provider.
- p. Adhere to a schedule of City-sponsored Tournaments as follows: Pensacola Futures Championship, Senior Games, Wheelchair Tennis Tournament, and any other City-sponsored events/activities/camps;
- q. May, offer food and beverage operation that may include a variety of sports drinks, sodas, teas, water. Provider will also include a variety of beer and wine. All revenues and costs associated with food and beverages remain with/are the responsibility of the Provider. Vending machines located on

site are part of the City-wide Parks and Recreation vending program. All proceeds from the vending machines will remain with the City.

- r. While a fully operational pro-shop is not required, amenities such as racquet re-stringing and basic tennis equipment must be provided for purchase.
- s. Any of the aforementioned requirements under this section shall be subject to any changes at the discretion of, and only upon approval by Parks and Recreation Director or Mayor.

2. MAINTENANCE

- a. Provide for janitorial services and supplies, and all routine maintenance (sweeping, pressure washing of courts, net repair/ replacement, clay upkeep, and equipment along with all other routine internal and external cleaning);
- b. Prepare an itemized weekly and monthly cleaning schedule that may be monitored by City staff. Some minor equipment will be available at the start, however, this equipment has a short shelf life and it will be the responsibility of Provider to replace it as needed;
- c. City will retain ownership of Tennis Facility and will be responsible for major internal/external repairs to the clubhouse, electrical systems, HVAC, facility, fences, lights, grounds/landscaping, canopies, parking lot, plumbing, irrigation, City-owned personal property, repairs to courts, windscreens, etc.;
- d. Coordinate any and all repairs or maintenance with City via the work order process;
- e. Identify prospective, potential, and existing maintenance issues, submit them to Building Maintenance, and follow-up on the work orders as needed;
- f. Ensure, by regular upkeep and/or timely repairs, that all equipment needed to provide all services under the Agreement is available and in good-working order and shall ensure that at no time will service be adversely affected due to inoperable, damaged, substandard, and/or defective equipment;
- g. Not allow areas to become dirty, a nuisance, hazard, annoyance, inconvenience or become detrimental to the public's health or safety, by maintaining the Tennis Facility on a daily basis. The Director of Parks and Recreation reserves the right to direct Provider in a manner to improve these areas;

- h. Accept Tennis Facilities in an "as is" condition, with any and all defects, if any, latent and patent, as provided under Agreement;
- i. Maintain Tennis Facility in the same or better condition throughout the term of Agreement;
- j. Make no changes, alterations, or improvements to the electrical service, plumbing systems, mechanical equipment, floors, walls, ceiling, counters, doors, without prior written approval from City;
- k. City shall make repairs to the electrical service, plumbing system, mechanical equipment, flooring, and painting walls and ceilings when necessary; as determined by the City;
- l. Provide reasonable advance notice when requesting routine maintenance items to be done by City;
- m. Refrain from adding additional electrical equipment may be added which would increase the total electrical service load at the facilities, without City approval;
- n. Report daytime emergencies and request routine maintenance through City;
- o. Routinely power wash hard courts, walkways, and court drains;
- p. Maintain clay courts in optimum playing condition. The city will provide clay every 12-18 months to assist in satisfying this requirement;
- q. Replace worn lines, nets and all other tennis-related Tennis Facility equipment as needed in order to maintain optimum condition of equipment. City will provide capital items or other related equipment at its discretion to improve the service and appearance of Tennis Facility. These items may be requested by Provider, but are not guaranteed;
- r. Report landscape-related issues to park maintenance;
- s. Assist Parks and Recreation with managing court-related matters at Armstrong Park, Bayview Park, and Hollice T. Williams Park, including net repair, court repair advice, etc. All costs associated with these courts will be the responsibility of the Parks and Recreation department;
- t. Submit reports to Parks and Recreation department as required under Agreement, as needed and on a routine basis;

- u. Work with Parks and Recreation staff to ensure that Tennis Facility is maintained to the highest standards possible;
- v. Any of the aforementioned requirements under this section shall be subject to any changes at the discretion of, and only upon approval by Parks and Recreation Director.

IV. COMPENSATION:

- A. In consideration of the operation, management, maintenance and programming of Tennis Facilities under Agreement, City and Provider agree upon the following as appropriate consideration for the rights and services provided for in Agreement.
- B. The total amount of compensation payable by Provider to City shall be an annual fee ("Annual Fee") of One Hundred Twenty Five Thousand Dollars and No/Cents (\$125,000) and an additional Three Thousand Eight Hundred and Forty Dollars (\$3,840) for the pro-shop plus applicable Florida sales tax, for a total annual fee of One Hundred Twenty-eight thousand eight hundred and forty dollars (\$128,840.00) plus sales tax (if applicable), with payments to be made monthly calculated on a pro-rata basis during the term of Agreement.
- C. Annual Fee shall be due and payable on or before the first day of each calendar month during the term of Agreement and remitted to the City of Pensacola Treasury Department, P.O. Box 12910, City of Pensacola, Florida 32521, along with penalty and interest due until paid in full in accordance with the Pensacola City Code.
- D. Provider agrees that upon Expiration Date, all accrued pre-paid membership fees shall be due and owing by Provider to City. Upon Expiration Date, City and Provider shall determine the amount of pre-paid membership fees due and owing to the City and Provider shall remit the balance due to City within forty-five (45) days of Expiration Date.

V. TENNIS FACILITIES:

- A. City shall grant to Provider, non-exclusive rights to occupy and use Tennis Facilities for the purposes described herein under Agreement and in accordance with the following limitations:
 - 1. Provider shall be permitted to enter and occupy the area at any time year-round to perform Services required under Agreement.

2. Provider agrees and warrants that Provider shall be permitted to use Tennis Facilities solely for the purposes of performing Services as required under Agreement and shall not use Tennis Facilities, nor permit any other person or entity to use Tennis Facilities for any purposes not authorized by Agreement.
3. Provider agrees and acknowledges that City is owner of Premises and Tennis Facilities and that Agreement is not meant to nor does it convey or grant any entitlements or property rights, title or interest in or to Premises or to Tennis Facilities to Provider by virtue of such right to use or occupy Premises or Tennis Facilities.
4. Except as specifically provided in Agreement, Provider acknowledges that City, its agents and personnel and other persons acting on behalf of City, have made no representation or warranty of any kind in connection with any matter relating to the physical condition, value, fitness, use or zoning of Tennis Facilities or Premises upon which Provider has relied directly or indirectly for any purposes, except as specifically set forth in Agreement.
5. Provider agrees and warrants that Provider has examined any and all items of City personal property, including City equipment, inventory, furnishings and supplies located at or on Tennis Facilities and used thereon in accordance with Agreement, and more particularly those certain items of City personal property which are specifically described and listed and Provider accepts all such items of City personal property in their present condition as is. City personal property includes – eight bar chairs, two maintenance carts, 36 court benches, 139 outside chairs, eight umpire chairs, eight six foot tables, 16 outside tables, two hand-held blowers, four inside chairs, one small table, two televisions, three computers, 19 court water coolers with stands, two ice machines, 44 court score keepers, five 16 foot bleachers, two ten row bleachers, four electric water fountains, one set of marquis letters, one golf cart, four ladders, tools for clay court maintenance, one lawn mower, one barbeque grill, six clay court foot baths, eight ladies room lockers, two two-drawer filing cabinets, one five drawer filing cabinet, one full-sized refrigerator, and one small-sized refrigerator.
6. Provider agrees and warrants that Provider shall maintain all City personal property in good operating condition and shall report to the City any dangerous condition immediately, or any disrepair within one business day.
7. Provider agrees and warrants that all City personal property shall remain property of City and shall not be removed for any reason or at anytime whatsoever.
8. City personal property notwithstanding, Provider agrees and warrants that Provider will provide all of Provider owned equipment, furnishings and supplies pursuant to this Agreement.

9. Provider agrees and warrants that Provider shall provide and utilize Provider owned computerized tracking system required in connection with the provision of services under Agreement.
 10. Provider agrees and warrants that upon expiration or early termination of Agreement, Provider shall surrender Tennis Facilities, including all items of City personal property, to City in substantially the same condition as such Tennis Facilities and such items of City personal property were in on Effective Date.
- B. City reserves to itself the right of access in, over, under and through Tennis Facilities to perform its maintenance obligations and other obligations under Agreement, and in furtherance of the following:
1. City may enter and utilize Tennis Facilities at any time for purposes of providing all maintenance and repair of Tennis Facilities and Premises as necessary and required for the continuous, uninterrupted and effective provision of Services under Agreement.
 2. City may enter and utilize Tennis Facilities at any time for purposes of installing or maintaining improvements necessary for the health, safety and welfare of the public or for any other public purpose. In this regard, Provider understands and agrees that City shall bear no responsibility or liability for disruption or interference with Provider's use of Tennis Facilities, but City will make reasonable efforts to minimize such interference.

VI. OWNERSHIP OF DOCUMENTS:

Provider understands and agrees that any information, document, report or any other material whatsoever, and specifically including all data and information that is stored on any computer utilized by Provider to provide services under Agreement, regardless of whether such computers are owned by City or Provider, such information to be provided in a format required by City, and or which is otherwise obtained or prepared by Provider pursuant to or under the terms of Agreement, is and shall at all times remain the property of City. Provider understands and agrees that Provider is subject to and shall comply with Florida Statute 119, Public Records Act, as required herein in Agreement, and agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of Director of Parks and Recreation, which may be withheld or conditioned by Director of Parks and Recreation in his or her sole discretion. Provider is permitted to make and to maintain duplicate copies of the files, records, documents, etc. if Provider determines copies of such records are necessary and required subsequent to the termination of Agreement for Provider to comply with federal, state or local law or regulations, however, in no way shall the confidentiality as permitted by applicable law be breached. City shall maintain and retain ownership of any and all documents that result upon the completion of the work and Services under Agreement.

VII. AUDIT AND INSPECTION RIGHTS:

- A. City may, at reasonable times, and for a period of up to three (3) years following the termination of Agreement and all other pending matters are closed, audit, or cause to be audited, those books and records of Provider which are related to Provider's performance under Agreement.
- B. Provider agrees to provide access to the City or to any of its duly authorized representatives, to any books, documents, papers, and records of Provider which are directly pertinent to Agreement, for the purpose of audit, examination, excerpts, and transcripts.
- C. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after termination of Agreement per Florida General Records Retention Schedule, and all other pending matters are closed. Provider's failure to adhere to, or refuse to comply with, this condition shall result in the immediate cancellation of Agreement by the City.
- D. City may, at reasonable times during the term hereof, inspect Provider's work and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Provider under Agreement conform to the terms hereof and/or the terms. Provider shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

VIII. FLORIDA PUBLIC RECORDS COMPLIANCE REQUIREMENTS:

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, Florida Statutes, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference. Further, all documents shall be retained per the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, available online.

IX. COMPLIANCE WITH FEDERAL STATE AND LOCAL LAWS:

Provider understands that agreements with local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Provider agree to comply with and observe all such

applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

Provider further agrees to include in all of Provider's agreements with any personnel for any Services related to Agreement this provision requiring personnel to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

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

X. CITY'S TERMINATION RIGHTS:

- A. The City, acting by and through its Mayor, shall have the right to terminate Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, the Provider shall remit all revenues collected less any expenses that have been incurred since that date. In no event shall the City be liable to Provider for any additional compensation and expenses incurred, other than that provided herein, or for any consequential or incidental damages.
- B. Mayor shall have the right to terminate Agreement, without notice or liability to Provider, upon the occurrence of an event of a material default hereunder. In such event, the City shall not be obligated to pay any amounts to Provider or services rendered by Provider after Provider's receipt of the notice of termination.

XI. INSURANCE:

A. General

Before starting and until termination of work for, or on behalf of the City, the Provider shall procure and maintain insurance of the types and limits specified.

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

B. Coverage

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's

protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

C. Worker's Compensation

The Provider shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

D. Commercial General, Automobile and Umbrella Liability Coverages

The Provider shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City of Pensacola shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Provider agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

1. Commercial General Liability

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent contractors, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis.

2. Business Auto Policy

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

3. Umbrella Liability Insurance

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

E. Certificates of Insurance

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

F. Insurance of the Provider primary

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

G. Loss Control and Safety

The Provider shall retain control over its employees, agents, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Provider shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Provider for the protection of all persons, including employees and property. The Provider shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

H. Hold Harmless

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

I. Pay on Behalf of the City

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

XII. NONDISCRIMINATION:

Provider represents to the City that Provider does not and will not engage in discrimination to the youth, their families, caretakers, guardians or observers on the basis of race, color, religion, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). Provider further covenants that no otherwise qualified individual shall, solely by any of the foregoing reasons be excluded from participation in, be denied services, or subject to discrimination under any provision of Agreement.

XIII. ASSIGNMENT:

Agreement shall not be assigned by Provider, in whole or in part, and Provider shall not assign any part of its operations, without the prior written consent of the City, which may be withheld or conditioned, in the City's sole discretion through the Mayor.

XIV. NOTICES:

All notices or other communications required under Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO PROVIDER:

TO THE CITY:

Mayor
222 W. Main Street
Pensacola, Florida 32502
(850) 435-1625

WITH COPIES TO:

Director, Department of Parks and Recreation
222 W. Main Street
Pensacola, Florida 32502
(850) 435-5679

Risk Manager, Department of Risk Management
222 W. Main Street
Pensacola, Florida 32502
(850) 435-1613

XV. DEFAULT AND REMEDIES:

- A. Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Escambia County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
- B. Title and paragraph headings are for convenient reference and are not a part of Agreement.
- C. No waiver or breach of any provision of Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- D. Should any provision, paragraph, sentence, word or phrase contained in Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Pensacola, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then the same shall be deemed severable, and in either event, the remaining terms and provisions of Agreement shall remain unmodified and in full force and effect or limitation of its use.
- E. Provider shall comply with all applicable laws, rules and regulations in the performance of Agreement, including but not limited to, licensure and certifications required by law for professional service providers.
- F. Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

XVI. SUCCESSORS AND ASSIGNS:

Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

XVII. INDEPENDENT PROVIDERS:

The Provider shall perform all work and services described in, and in accordance with, the Contract. The Provider warrants that all equipment, materials, and workmanship furnished, whether furnished by Provider or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Provider further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Provider shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Provider is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Provider.

XVIII. CONTINGENCY CLAUSE:

Funding for Agreement is contingent on the availability of funds and continued authorization for program activities and Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days written notice.

XIX. FORCE MAJEURE:

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sinkhole, other natural disasters, epidemic, pandemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

XX. CITY NOT LIABLE FOR DELAYS:

Provider hereby understands and agrees that in no event shall the City be liable for, or responsible to Provider or any personnel, or to any other person, firm, or entity for or on account of, any stoppages or delay(s) in work herein provided for, or any damages whatsoever related thereto, because of any injunction or other legal or equitable

proceedings or on account of any delay(s) for any cause over which the City has no control.

XXI. USE OF NAME:

Provider understands and agrees that the City is not engaged in research for advertising, sales promotion, or other publicity purposes. Provider is allowed, within the limited scope of normal and customary marketing and promotion of its work, to use the general results of Services under Agreement and the name of the City. The Provider agrees to protect any confidential information provided by the City and will not release information of a specific nature without prior written consent of the Mayor in accordance with Florida state statutes.

XXII. NO CONFLICT OF INTEREST:

Pursuant to Chapter 112, Florida Statutes and Pensacola City Code Chapter 2-6, Sections 2-6-1 through 2-6-4 regarding conflicts of interest, Provider hereby certifies to City that no individual member of Provider, employee, or personnel under Agreement, nor any immediate family member of any of the same is also a member of any board, commission, or agency of the City. Provider hereby represents and warrants to the City that throughout the term of Agreement, Provider and its personnel will abide by this prohibition of the City Code.

XXIII. NO THIRD-PARTY BENEFICIARY:

No persons other than the Provider and the City (and their successors and assigns) shall have any rights whatsoever under Agreement.

XXIV. SURVIVAL:

All obligations (including but not limited to indemnity and obligations to defend and hold harmless) and rights of any party arising during or attributable to the period prior to expiration or earlier termination of Agreement shall survive such expiration or earlier termination.

XXV. MANDATORY USE OF E-VERIFY SYSTEM:

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

XXVI. REQUEST FOR REBATE REVIEW:

The City has determined that it is in the best interest of the citizens to provide for renovations of the existing facilities located at the Roger Scott Tennis Center. Planned improvements include the replacement of the existing 18 hard courts and with 12 post-tension concrete tennis courts and 6 clay tennis courts (herein referred to as "Project"). The City understands that such renovations will have a significant impact on the Provider's ability to provide services and the City will work with the provider to ensure such impacts are minimized to the best of the City's ability.

In addition, to offset the negative impact to the Provider's revenues, the City will provide a rebate upon request from the Provider after Project completion. The rebate would be based on the number of days any one court is closed for construction and would offset the \$125,000 Annual Fee required to be paid under this agreement. The rebate would come into effect should any one court be closed for construction for more than seven consecutive days due to Project construction. The rebate shall equal \$12.23 per day per closed court. The \$12.23 daily rebate is calculated by taking the \$125,000 Annual Fee dividing it by 28 courts and then dividing it by 365 days ($\$125,000 / 28 / 365 = \12.23). In no event shall the rebate exceed the \$125,000 Annual Fee.

The Provider will be responsible for keeping a calendar showing what Courts were closed due to construction and the total number of days eligible for the rebate. Such calendars shall be submitted to the City's Parks and Recreation department on a monthly basis for review and sign-off. Within 60 days following the end of the calendar year in which the Project was completed, the Provider must submit to the City's Finance Director, a copy of the monthly calendars signed by the Parks and Recreation department and a written request for the rebate documenting, per Court, the total number of days the Court was closed (as determined above) and the total amount of rebate being requested. Upon approval of the rebate request, the City's Finance department will offset the monthly invoice associated with the annual fee until such rebate has been exhausted.

Review for rebate will only occur if all conditions described herein have been met.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

PROVIDER

Gulf Coast Tennis Group
(Provider's Name)

By [Signature]
Member

Brock Sakey
(Printed Member's Name)

By [Signature]
Member

Patrick Bateman
(Printed Member's Name)

CITY OF PENSACOLA

Mayor, Grover Robinson, IV

City Clerk, Ericka L. Burnett

Approved As To Substance:

[Signature]
Parks and Recreation Director

Legal in form and valid as drawn:

Charles V. Peppler, City Attorney

Attachment "A"

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

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

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

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

**THE OFFICE OF THE CITY CLERK, (850) 435-1715
PUBLCRECORDS@CITYOFPENSACOLA.COM
222 WEST MAIN STREET, PENSACOLA, FL 32502**

INSURANCE AND INDEMNIFICATION

Attachment "B"

GENERAL

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

COVERAGE

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

Worker's Compensation

The Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

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

Commercial General Liability Coverage

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence for liability must be provided. If the required limits of liability afforded should become impaired by reason of any claim, then the Lessee agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, and property damage resulting

from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis.

CERTIFICATES OF INSURANCE

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

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

The Lessee shall retain control over its employees, agents, servants, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Lessee shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Lessee for the protection of all persons, including employees and property. The Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

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

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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

CITY OF PENSACOLA ROGER SCOTT TENNIS FACILITY

The Roger Scott Tennis Center originated in 1964 and was dedicated to Roger Q. Scott, who was a member of the Pensacola Recreation board for 20 years and served as its chairman for many of those year.

Since its inception, there have been many agreements with Tennis Professionals to supervise the operation of the tennis club house. The Tennis professional would be paid an annual amount. The Tennis professional provided private tennis lessons and instructions and had the exclusive right of merchandising and selling and renting tennis equipment. The City received all of the court fees and membership dues and was responsible for the maintenance of the tennis facility. Additionally, the City was responsible for paying part-time employees for the operations of the facility. The most recent professional started in 2006 and continued through 2018.

Since its inception, the Roger Scott Tennis Center revenues and expenditures were accounted for in the General Fund. In 2008 it was moved out of the General Fund to provide a better accounting of the actual revenues and expenses associated with the tennis center and allowed for determinations to be made regarding the rate structure and activities associated with the tennis center.

There have also been separate beverage service concession agreements with separate entities. That called for an annual fee of a specific amount or a percentage of sales. In recent years, the concessionaires had not had much success and thus would not be able to sustain their business.

In 2018 the City entered into a professional services agreement with the Gulf Coast Tennis Group for the professional tennis operations and management services at the tennis center. Under this agreement, Gulf Coast Tennis Group provides all personnel, equipment, furnishings and supplies. They also provide janitorial services and supplies and all routine maintenance of the facility. The City is responsible for major internal/external repairs. Gulf Coast Tennis Group collects all fees associated with the Tennis Center and submits a set annual amount to the City for consideration of the agreement. They also oversee the food and beverage operation which eliminated the need for the City to seek out a concessionaire.

The Gulf Coast Tennis Group can only charge those membership fees and daily fees as established by the City Council included in the budget each year. Prior to the Fiscal Year 2017 Budget, the last membership increase was in FY 2014 when the sales tax was no longer included in the fees charged but was added to existing fees, when applicable. The membership fees were increase by 2.5% from the FY 2013 fee schedule. That rate increase, coupled with the change in sales tax equaled an increase of 10% to the patrons. In FY 2017, the membership fees for individuals and families were increased by 20% and the senior citizen memberships increased 10%. No

increase to the student memberships was implemented in FY 2017. An additional \$1.00 was added to the daily rates. Since that time there has been no increase to the rates at the tennis center.

Historically, the rates at the Tennis Center were different for City and County residents with the County residents paying more than the City residents. In 2009 the City entered into an Interlocal Agreement with Escambia County where the County provided \$1 million towards the construction cost of new clay courts. In consideration of the County's funding, there was a requirement that all Escambia County residents pay the same player user fees as City residents for the new clay courts. The existing hard surface courts remained with the separate fees for City and County residents.

On November 18, 2021, City Council approved an Interlocal Agreement with Escambia County where the County will provide \$1,302,545.50 for the complete removal and replacement of the existing 18 hard tennis courts and add one additional clay court. As with the prior agreement, there is a requirement that all Escambia County residents pay the same player user fees as City residents for both hard surface and clay courts.

In discussions with Staff, there are no plans to increase the fees in the FY 2023 Budget. However, they have not advised Council staff what the fees would be now that the Non-City resident fees will be going away. Council staff has inquired as to whether or not the City resident fees would increase since the Non-City resident fees will be going away based on the November 2021 Interlocal Agreement with the County.

While there has been some commentary regarding the differentiation between City and Non-City rates, please keep in mind that currently the Tennis Center is self-sufficient and no City tax dollars are provided to run the tennis center, other than the occasional Local Option Sales funding for major improvements that the County has also contributed towards.

Attached is a comparison of revenues and expenditures from Fiscal Year 2012 through Fiscal year 2021. As you can see, the differences between revenues and expenditures has not been favorable under the prior way the tennis center has operated. Since the beginning of the agreement with the Gulf Coast Tennis Group, the revenues received by the City have exceeded the expenditures spent.

Based on the current proposed agreement, the terms of the agreement appear to be similar regarding the terms and the financial impact for the City.

CITY OF PENSACOLA
 ROGER SCOTT TENNIS CENTER
 COMPARISON OF REVENUES AND EXPENDITURES
 FISCAL YEAR 2012 THROUGH FISCAL YEAR 2021

	FY 2012	FY 2013	FY 2014	2015	2016	2017	2018	2019	2020	2021
REVENUES										
Tennis Fees	188,563	200,673	209,463	208,732	228,757	201,664	40,803			
Pro Shop Revenue	3,109	3,109	3,109	3,109	3,109	3,109	3,196	4,117	3,883	640
Interest Spread	124	124	158	271	502	668	719	2,192	2,295	763
Tennis Agreement Contract	12,749	15,208	16,862	12,226	25,199	22,643	99,643	125,000	106,771	130,208
Awarding Advertisement	10,000									
Concession			3,666	4,292	2,729	1,285				
Vending Machine Revenue		131								
TOTAL REVENUES	214,545	219,245	233,258	228,630	260,296	229,369	144,361	131,309	112,949	131,611
EXPENDITURES										
Personal Services (net of w/c)	107,566	102,994	104,442	104,950	131,431	130,334	33,619			
Operating Expenses	142,111	103,778	95,770	108,150	111,203	152,541	133,300	71,051	73,964	65,357
Non-Operating										
Capital Outlay									5,339	
TOTAL EXPENDITURES	249,677	206,772	200,212	213,101	242,634	282,875	166,919	71,051	79,303	65,357
DIFFERENCE REVENUES/EXPENDITURE	(35,132)	12,473	33,046	15,529	17,662	(53,506)	(22,558)	60,258	33,646	66,254

Roger Scott Tennis Center

Annual Memberships (Plus Sales Tax)

<u>Individual</u>	<u>FY23 Fee</u>	<u>Family, Two People</u>	<u>FY23 Fee</u>
City Resident Hard Court	\$ 327.18	City Resident Hard Court	\$ 409.58
Non-City Resident Hard Court	490.78	Non-City Resident Hard Court	613.76
All Court	779.82	All Court	974.16
<u>Sr. Citizen (65 & Over)</u>		<u>Sr. Citizen (65 & Over)</u>	
City Resident Hard Court	225.50	City Resident Hard Court	283.00
Non-City Resident Hard Court	337.13	City Non-Resident Hard Court	421.69
All Court	535.57	All Court	669.74
<u>Student (Under 18)</u>		<u>Family, Unlimited</u>	
City Resident Hard Court	186.04	(Spouse & Children Under 18)	
Non-City Resident Hard Court	279.06	City Resident Hard Court	490.76
All Court	442.80	Non-City Resident Hard Court	750.30
		All Court	1,071.32

Daily Rates (Includes Sales Tax)

<u>HARD COURTS</u>		<u>CLAY COURTS</u>	
<u>Weekdays Only</u>		<u>Weekdays Only</u>	
Adults	8.00	Adults	12.00
Children	6.00	Children	8.00

Court Rental Fees (Includes sales tax)

Per Court	10.00
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NOTE: Hard Court Members may pay a daily premium of \$5.00 to play on a clay court.