



City of Pensacola

Community Redevelopment Agency

Agenda

The City of Pensacola Community Redevelopment Agency was created by the City Council and is a dependent special district in accordance with the Florida State Statutes Chapter 189 (Resolution No. 55-80 adopted on September 25, 1980; and amended Resolution No. 22-10 adopted on August 19, 2010.)

Monday, May 8, 2017, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

(Immediately Following 3:30 Council Agenda Conference)

CALL MEETING TO ORDER

Members: Jewel Cannada-Wynn, Chairperson, Andy Terhaar, Vice Chairperson, Larry B. Johnson, Sherri Myers, Brian Spencer, Gerald Wingate, P.C. Wu

BOARD MEMBER DISCLOSURE

Board Members disclose ownership or control of interest directly or indirectly of property in the Community Redevelopment Area

CHAIRMAN'S REPORT

APPROVAL OF MINUTES

1. [17-00294](#) MINUTES OF CRA MEETING - 04/10/17

Sponsors: Jewel Cannada-Wynn

Attachments: [Draft CRA Minutes - 04/10/2017](#)

PRESENTATIONS

ACTION ITEMS

2. [17-00280](#) APPROVAL OF LOT PURCHASE WITHIN THE EASTSIDE URBAN INFILL & REDEVELOPMENT AREA FOR CHAPPIE JAMES MUSEUM AND FLIGHT ACADEMY PARKING

Recommendation: That the CRA approve the purchase of 1700 Dr. Martin Luther King, Jr. Drive (Parcel #000S009020001101) within the Eastside Urban Infill & Redevelopment Area for Chappie James Museum and Flight Academy parking at the agreed upon purchase price of \$55,000 plus survey and closing expenses. Further that the CRA Chairperson be authorized to execute all documents necessary for transfer.

Sponsors: Jewel Cannada-Wynn

Attachments: [Purchase Contract](#)
[Parcel Map](#)
[Appraisal Report](#)

3. [17-00281](#) COMMUNITY POLICING INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE COMMUNITY REDEVELOPMENT AGENCY - FY 2018 AND REMAINDER OF FY 2017

Recommendation: That the Community Redevelopment Agency (CRA) approve an Interlocal Agreement with the City of Pensacola for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area of the CRA for Fiscal Year 2018 and the remainder of Fiscal year 2017 in an amount not to exceed \$150,000.

Sponsors: Jewel Cannada-Wynn

Attachments: [Community Policing Interlocal Agreement FY 2018 and Remainder of FY 2017](#)
[Map of Community Policing Area](#)

4. [17-00282](#) AMENDMENT OF THE DOWNTOWN PARKING MANAGEMENT DISTRICT INTERLOCAL AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY AND THE DOWNTOWN IMPROVEMENT BOARD REMOVING 150 S. BAYLEN STREET

Recommendation: That the Community Redevelopment Agency (CRA) approve and authorize the CRA Chairperson to take any and all actions necessary to amend the Interlocal Agreement between the CRA and the Pensacola Downtown Improvement Board (DIB) governing the Downtown Parking Management District and Parking Facilities to remove the CRA-owned property located at 150 S. Baylen Street.

Sponsors: Jewel Cannada-Wynn

Attachments: [Amendment No. 2 Parking Management District Interlocal Agreement betwe](#)

5. [17-00273](#) EASTSIDE NEIGHBORHOOD PLAN AMENDMENT TO ESTABLISH TIME CERTAIN

Recommendation: That the Community Redevelopment Agency (CRA) recommend to City Council the amendment of the Eastside Neighborhood Plan Element of the Urban Infill and Redevelopment Plan to establish and incorporate therein a time certain which maximizes the number of years currently allowed under Chapter 163, Part III, Florida Statutes.

Sponsors: Jewel Cannada-Wynn

Attachments: [F.S. 163.362 - Contents of Community Redevelopment Plan](#)

DISCUSSION ITEMS

6. [17-00293](#) CRA MEETING SCHEDULE AND TIME

Recommendation: That the Community Redevelopment Agency (CRA) discuss rescheduling future CRA meetings to be held on the 3rd Tuesday of each month at 3:30 p.m.

Sponsors: Jewel Cannada-Wynn

INFORMATION ITEMS

OPEN FORUM

UNFINISHED BUSINESS

NEW BUSINESS

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 #: 17-00294

Community Redevelopment Agency

5/8/2017

SUBJECT:

MINUTES OF CRA MEETING - 04/10/17

1) Draft CRA Minutes - 04/10/17



City of Pensacola

COMMUNITY REDEVELOPMENT AGENCY BOARD

Meeting Minutes

April 10, 2017

6:35 P. M.

Hagler/Mason Conference Room

CALL MEETING TO ORDER

Present: Brian Spencer, Gerald Wingate, Jewel Cannada-Wynn, Larry B. Johnson, P.C. Wu, Sherri Myers (left at 7:14)

Absent: Andy Terhaar

BOARD MEMBER DISCLOSURE

CRA Board Member Spencer disclosed ownership or control of interest directly or indirectly of property in the Community Redevelopment Area.

CHAIRMAN'S REPORT

None.

APPROVAL OF MINUTES

1. [17-00256 MINUTES OF CRA MEETING - 03/6/2017](#)

A motion to approve was made by CRA Member Spencer and seconded by CRA Member Wingate.

The motion carried by the following vote:

Yes: 6 Brian Spencer, Gerald Wingate, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu, Sherri Myers

No: 0 None

PRESENTATIONS

None.

CRA Chairperson Cannada-Wynn indicated she would first like to have Information Item 7 presented, so that the CRA Board is aware of the discussions in the legislature as we move forward in considering the items on the agenda.

No objections.

INFORMATION ITEMS

CRA Administrator Gibson read the following item into the record providing an overview of the proposed legislation which will impact CRA's throughout the state if approved.

7. [17-00243 LEGISLATIVE UPDATE: FLORIDA HOUSE AND SENATE BILLS 13 AND 1770](#)

Recommendation: That the Community Redevelopment Agency (CRA) receive an overview regarding legislation proposed under Florida House Bill 13 (HB 13) and Florida Senate Bill 1770 (SB 1770).

Some discussion took place. CRA Member Wu relayed he was recently in Tallahassee representing CRA's with a delegation from the Florida League of Cities and was involved first hand in those discussions.

ACTION ITEMS

2. [17-00250 APPROVAL OF CRA PROJECTS](#)

Recommendation: That the Community Redevelopment Agency (CRA) approve the proposed project funding allocation from the current year CRA budget. Further that the CRA request that the City of Pensacola pursue financing options, to be repaid from future TIF revenues, for those projects requiring financing.

A motion to approve was made by CRA Member Spencer and seconded by CRA Member Wingate.

Discussion took place with CRA Administrator Gibson and CRA Chairperson fielding comments and questions. CRA Member Myers indicated she is not in support of the recommended action.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote (with CRA Member Myers no longer in attendance):

Yes: 5	Brian Spencer, Gerald Wingate, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0	None

CRA Chairperson Cannada-Wynn indicated she would like to take up Action Item 4 prior to Item 3, in order to accommodate those in attendance for that item.

No objections.

ACTION ITEMS (CONT'D.)4. [17-00258](#) AWARD OF CONTRACT FOR SALE OF 150 SOUTH BAYLEN STREET

Recommendation: That the Community Redevelopment Agency (CRA) approve the award of a contract for sale of the surplus property at 150 South Baylen Street to Studer Properties in the amount of \$510,000.00, and request that City Council approve the award and authorize the CRA Chairperson to execute all documents necessary for transfer.

A motion to approve was made by CRA Member Johnson and seconded by CRA Member Cannada-Wynn.

DeeDee Davis of NAI Halford was present to address the Board regarding the process of bringing this contract forward. She indicated she received the offer just in time to submit for inclusion on (this) agenda for the Board's consideration.

Public input was heard from Jeff White, Broker Associate with Connell & Manziek Realty who indicated he was working to also make an offer on this property on behalf of a client and stated he was confused about the advertising of this property in relation to the listing process.

Follow-up discussion took place with Ms. Davis explaining the timing of the processes conducted by NAI Halford in order to bring Mr. Studer's offer forward for consideration at (this) meeting. Ms. Davis along with Chairperson Cannada-Wynn and CRA Administrator Gibson, made clarifying remarks following comments and/or questions from CRA Members.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote (with CRA Member Myers no longer in attendance):

It was clarified this action requires approval by the City Council and will be presented as an add-on item at the April 13th City Council meeting.

Yes: 5	Brian Spencer, Gerald Wingate, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0	None

ACTION ITEMS (CONT'D.)3. [17-00246 PROPOSED CRA WORK PLAN: FISCAL YEARS 2017 AND 2018](#)

Recommendation: That the Community Redevelopment Agency (CRA) approve the CRA Work Plan for Fiscal Year 2018 and for the balance of Fiscal Year 2017.

A motion to approve was made by CRA Member Johnson and seconded by CRA Member Cannada-Wynn.

CRA Member Wingate made comments indicating he does not feel “blight” is being addressed. CRA Administrator Gibson made follow-up remarks.

There being no further discussion, the vote was called.

The motion carried by the following vote (with CRA Member Myers no longer in attendance):

Yes: 5	Brian Spencer, Gerald Wingate, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0	None

5. [17-00259 EXTENSION OF EASTSIDE REDEVELOPMENT TRUST FUND](#)

Recommendation: That the Community Redevelopment Agency (CRA) recommend that City Council extend the sunset date for the Eastside Redevelopment Trust Fund to the maximum number of years currently allowed under Chapter 163, Part III, Florida Statutes.

A motion to approve was made by CRA Member Johnson and seconded by CRA Member Spencer.

CRA Member Wingate inquired of what year the current CRA will expire, which CRA Administrator Gibson indicated in 2045.

There being no further discussion, the vote was called.

The motion carried by the following vote (with CRA Member Myers no longer in attendance):

Yes: 5	Brian Spencer, Gerald Wingate, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0	None

It was clarified this action requires approval by the City Council and will be presented for on the agenda for the May 11th City Council meeting.

ACTION ITEMS (CONT'D.)

6. 17-00257 NEW MARKET TAX CREDIT UNWIND

Recommendation: That CRA authorize the CRA Chairperson to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction, included but not limited to executing an Interlocal Agreement with the Community Maritime Park Associates, Inc. (CMPA) and the CRA to terminate the Project Support Payments to the CMPA.

A motion to approve was made by CRA Member Spencer and seconded by CRA Member Johnson.

The motion carried by the following vote (with CRA Member Myers no longer in attendance):

Yes: 5 Brian Spencer, Gerald Wingate, Jewel Cannada-Wynn, Larry Johnson,
 P.C. Wu
No: 0 None

It was clarified this item is on the agenda for City Council approval at the April 13th meeting.

DISCUSSION ITEMS

None.

OPEN FORUM

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

ADJOURNMENT

8:03 P. M.

Approved: _____

Prepared by City Clerk Staff



Memorandum

File #: 17-00280

Community Redevelopment Agency

5/8/2017

ACTION ITEM

SPONSOR: Jewel Cannada-Wynn, Chairperson

SUBJECT:

APPROVAL OF LOT PURCHASE WITHIN THE EASTSIDE URBAN INFILL & REDEVELOPMENT AREA FOR CHAPPIE JAMES MUSEUM AND FLIGHT ACADEMY PARKING

RECOMMENDATION:

That the CRA approve the purchase of 1700 Dr. Martin Luther King, Jr. Drive (Parcel #000S009020001101) within the Eastside Urban Infill & Redevelopment Area for Chappie James Museum and Flight Academy parking at the agreed upon purchase price of \$55,000 plus survey and closing expenses. Further that the CRA Chairperson be authorized to execute all documents necessary for transfer.

SUMMARY:

The Chappie James birth site, located within the Eastside Urban Infill and Redevelopment Area, is listed on the National Register of Historic Places and was donated to the City of Pensacola by the James family. Two local non-profit entities, the Chappie James Museum Board and the Chappie James Flight Academy, propose to utilize the property for a museum and flight academy. Construction to renovate the original structure for the museum with add-on space for the flight academy are expected to be completed by Fall 2017.

Construction of stormwater innovations at the site, including a dry pond and bio swales, significantly reduced the total space available at the site for parking for museum visitors. The need to acquire additional property to maximize parking, and to accommodate buses, in support of the Museum and Flight Academy was identified and supported. The CRA adopted and the City Council approved an additional \$440,000 in appropriations for this effort.

Staff entered into direct negotiations with the owner of a property within one half block of the Chappie James site, at 1700 Dr. Martin Luther King, Jr. Drive. The property owner has accepted a proposed purchase offer of \$55,000. A 2014 appraisal of the site conducted by Charles G. Sherrill Appraiser, on the CRA's behalf, valued the property at \$50,000. The proposed purchase price is ten percent (10%) above the site's 2014 value. The seller has accepted this offer. Terms of the sale include the City paying for a property survey and related closing costs.

PRIOR ACTION:

October 26, 2000 - City Council designated the boundaries of the Urban Infill & Redevelopment Areas.

February 12, 2004 - City Council approved the Eastside Neighborhood Plan for a portion of the Urban Infill & Redevelopment Area.

October 13, 2005 - City Council approved creation of a Tax Increment Financing District (TIF) in the Eastside Neighborhood and provided for the funding of the Eastside Redevelopment Trust Fund.

October 27, 2005 - City Council amended, readopted and reapproved the Urban Infill & Redevelopment Plan incorporating therein the Eastside Neighborhood Plan.

August 28, 2014 - City Council approved Ordinance 30-14 amending and readopting the Eastside Neighborhood Plan element of Urban Infill & Redevelopment Area Plan, adding the Chappie James Project program element.

September 12, 2016 - CRA Board approved a supplemental budget resolution transferring \$440,000 from the CRA's proceeds of the sale of 16 S. Palafox Street to the City's General Fund as outlined in the November 20, 2008 Interlocal Agreement transferring the property to the CRA.

September 15, 2016 - City Council approved a loan from the City's Insurance Retention Fund of up to \$500,000 to the CRA Eastside Tax Increment Financing District subject to CRA award of a contract for the construction of the Chappie James Museum & Flight Academy Project.

January 12, 2017 - City Council approved the transfer of \$440,000 from the City's General Fund to the Community Redevelopment Agency's (CRA's) Eastside Tax Increment Financing District, specifically for the Chappie James Museum & Flight Academy Project.

January 12, 2017 - City Council approved a supplemental budget resolution transferring \$440,000 from the City's General Fund to the CRA for the principal payment on the Chappie James Museum & Flight Academy Project loan.

February 9, 2017 - CRA approved up to \$440,000 from the General Fund transfer for the Chappie James Museum & Flight Academy Project with any remaining balance to be returned to the General fund for affordable housing.

March 9, 2017 - City Council approved a supplemental budget resolution appropriating \$440,000 from principal payment to additional parking for the Chappie James Museum & Flight Academy Project.

FUNDING:

Budget: \$440,000

Actual:	\$ 55,000	Purchase Price (Appraised Value \$50,000)
	<u>5,000</u>	Estimated Survey & Closing Costs
	\$ <u>60,000</u>	

FINANCIAL IMPACT:

Funding in the amount of \$440,000 has been appropriated in the Eastside TIF Fund for additional parking for the Chappie James Museum Flight Academy Project.

CITY ATTORNEY REVIEW: Yes

5/3/2017

STAFF CONTACT:

M. Helen Gibson, AICP, CRA Administrator

ATTACHMENTS:

- 1) Purchase Contract
- 2) Parcel Map
- 3) Appraisal Report

PRESENTATION: No

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT made this ____ day of _____, 2017 by and between **Community Redevelopment Agency of the City of Pensacola**, a public body, corporate and politic, of the State of Florida, whose address is 222 W. Main Street, Pensacola, FL 32502 ("Purchaser") and **G. Cleveland McWilliams**, whose address is 3288 Hwy 29 N, Cantonment, FL 32533, ("Seller ").

RECITALS:

A. Seller owns certain real property located in Escambia County, Florida, which it desires to sell to Purchaser; and

B. Purchaser desires to purchase such property.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Purchase of Real Property. Subject to the terms, covenants, and conditions herein set forth, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following described parcel located in Pensacola, Escambia County, Florida:

LTS 1 2 3 4 BLK 101 EAST KING TRACT OR 1282 P 324 CA 65

2.0 Purchase Price. The purchase price for the Property (the "Purchase Price") is Fifty Five Thousand and no/100 dollars (\$55,000.00), subject to approval of the Community Redevelopment Agency and City Council of the City of Pensacola, and any pro-rations and adjustments described in this Contract. The Purchase Price shall be payable as follows:

2.1 On the Closing Date, Purchaser shall pay or cause to be paid to Seller the total of the Purchase Price by confirmed wire transfer of funds, subject to all adjustments, credits, setoffs, and prorations as provided in this Contract.

3.0 Time for Acceptance and Effective Date. This Contract shall be accepted and executed by the Seller and delivered to Purchaser within five (5) business days after the execution hereof by Purchaser. In the event that this Contract is not accepted, executed and delivered by Seller as stated herein, this Contract shall be considered null and void. The effective date (the "Effective Date") of this Contract for purposes of performance, shall be the date when the last one of Seller or Purchaser has signed this Contract and communicated the fact of such execution to the other party (the "Effective Date").

4.0 Inspection Period.

4.1 Purchaser, its agents, employees and independent contractors shall have the

right during the term of this Contract to enter upon the Property to make such surveys, inspections and tests of and/or concerning the Property, as Purchaser may desire, with such activities being conducted by Purchaser at Purchaser's sole cost and expense. These activities shall not damage the Property and Purchaser shall restore the Property to its condition prior to such activities. Purchaser agrees to indemnify and hold Seller harmless from and against all claims, demands, losses, damages, and expenses including, without limitation, reasonable attorney's fees and appellate attorney's fees, for non-payment of services rendered to Purchaser or mechanics liens or liability for damage to persons or property arising from any activity permitted hereunder or any change in the existing condition of the Property by Purchaser or by its agents, servants, employees, contractors and representatives. This indemnity provision shall survive the expiration or termination of this Contract.

4.2 Purchaser shall have sixty (60) days (the "Inspection Period") subsequent to the Effective Date of this Contract to determine at Purchaser's sole discretion if the Property is suitable to Purchaser for its intended use, taking into consideration any factor being relevant by Purchaser, including, but not limited to, access, availability of curb cuts, cost and capacity of electricity and other utilities, soil conditions, soil borings, Phase I and II ESAs, engineering assessments, value, governmental requirements and restrictions, drainage and environmental requirements, zoning, permitting and other governmental approvals. Purchaser may at any time during the Inspection Period, notify Seller in writing of Purchaser's election to terminate this Contract in which event all parties shall be relieved of all further liabilities under this Contract, except for those rights, duties and obligations that specifically survive termination of this Contract.

4.3 Seller agrees and consents to the submission by the Purchaser of all documents reasonably necessary for Purchaser to obtain its Permits and Approvals during the Inspection Period. In connection with the same, Seller agrees to execute any applicable governmental authorizations authorizing the Purchaser to act as the Seller's owner's representative in regards to the same and shall join in or execute such other applications to, or filing with, all applicable governmental agencies, as may be reasonably required. Notwithstanding the foregoing, the Permits and Approvals shall not be binding on the Seller or the Property until after Closing.

5.0 Survey.

5.1 Within thirty (30) days after the Effective Date, Purchaser, at its expense, may order a boundary and as-built survey for the Property (the "Survey"). If the Survey shows any encroachment on said Property or any encroachment of the improvements on the land of others, or any other state of facts that would impair Purchaser's marketability of title, the same shall be treated as a title defect and handled in the same manner as title defects as described herein. The Survey shall be certified to Seller and Purchaser and the Title Company. Purchaser shall deliver certified copies of the Survey and legal description to the Seller. Seller hereby agrees to provide Purchaser copies of any surveys of, environmental studies and other studies on the Property in Seller's possession within five (5) days after the Effective Date.

5.2 Purchaser shall pay for the cost of the Survey.

6.0 INTENTIONALLY DELETED

7.0 Time and Place of Closing. It is intended that the closing (the "Closing") of the transaction contemplated herein shall take place in Escambia, Florida 32502 within fifteen (15) days after the expiration of the Inspection Period. In the event of the occurrence of any contingency herein set forth, the party exercising the right of termination shall notify the other party in writing, in which event all parties shall be relieved of all further liability under this Contract, except for those rights, duties and obligations that specifically survive termination of this Contract.

8.0 Deed of Conveyance. Seller shall convey, by Warranty Deed, to Purchaser on the Closing Date, good marketable, insurable fee simple title to the Property subject only to following exceptions (the "Permitted Exceptions"):

8.1 Any taxes for the year of closing and taxes for special assessments which are not shown as existing liens by the public records.

8.2 All applicable zoning rules and regulations.

8.3 All matters shown on the Survey which are not objected to by Purchaser.

8.4 Covenants, conditions, limitations, restrictions, easements and mineral rights and reservations of record which are not objected to by the Purchaser.

9.0 Evidence of Title.

9.1 On or before thirty (30) days after the Effective Date, Purchaser shall procure, at Purchaser's expense, a title insurance commitment for an ALTA Form B marketability policy issued, in the full amount of the Purchase Price (the "Commitment"). The Commitment shall have an effective date that is after the Effective Date of this Contract and that is within ten (10) days of the date of its issuance. Not later than thirty (30) days after the date on which the deed of conveyance is recorded, the Title Company shall deliver the final title insurance policy to Purchaser. This provision shall survive the Closing.

9.2 If the Commitment contains any exceptions other than the Permitted Exceptions which additional exceptions render title unmarketable or if the Commitment contains any other items that would indicate that the title is not in the condition required for performance hereunder, Purchaser shall give written notice to Seller specifying the additional exceptions that render title unmarketable or objectionable to Purchaser other than the Permitted Exceptions. Such notice shall be given not later than ten (10) days after delivery of the Commitment to Purchaser. Upon receipt of the notice, Seller shall have ten (10) days either (i) to fulfill the requirements in said Commitment, remove the additional exceptions with reasonable effort and reasonable expenditures or otherwise remedy any defects in title or (ii) to refund the Deposit forthwith in full termination of this Contract

if unable to furnish satisfactory title. Upon return of the Deposit to Purchaser, this Contract shall cease and terminate and the parties shall have no further rights, duties or obligations under this Contract, except for those rights, duties and obligations that specifically survive termination of this Contract. In the alternative, Purchaser shall have the right, but not the obligation, to accept title in its then current condition, without any reduction of the Purchase Price.

9.3 Seller and Purchaser each agree to provide reasonable affidavits and documentation to enable the Title Company to delete all Schedule B-I requirements, the "gap" exception, and the construction lien and parties in possession exceptions from the Commitment at Closing, Seller and Purchaser each shall be responsible for satisfying those Schedule B-I requirements applicable to them.

10.0 As Is Sale. Purchaser hereby agrees that Purchaser shall purchase the Property wholly "as is"; it being agreed that except as specifically set forth herein neither Seller nor any other person has made any representations or warranties whatsoever whether oral, written, expressed or implied pertaining to the Property, the condition thereof, the permitted uses thereof, the value thereof or any other matter with respect to the Property.

11.0 Right to Waive Conditions. Purchaser reserves the right to waive any of the terms and conditions of this Contract made for its benefit and to purchase the Property in accordance with the terms and conditions of this Contract that have not been so waived. Any such waiver must be in writing signed by Purchaser. No waiver by either party of any breach or default by the other of any provision of this Contract shall be deemed or construed to be a waiver of any subsequent or continuing breach or default of the same or any other provision of this Contract; any forbearance by either party from the exercise of a remedy for any such breach or default after notice of same shall not be deemed or construed to be a waiver by such party of any of its rights or remedies with respect to such breach or default.

12.0 Default.

12.1 If Seller shall default in the performance of its obligations under this Contract, Purchaser at its option shall have the right to elect either (i) to terminate this Contract by giving notice to Seller, in which event the Deposit shall be returned to Purchaser and this Contract shall be deemed null and void with no party having any further rights or obligations under the Contract, except for those rights, obligations, and remedies that specifically survive the termination of this Contract; or (ii) to seek to specifically enforce the terms and conditions of this Contract. Except for those rights, obligations, and remedies that specifically survive the termination of this Contract, these are the sole and exclusive remedies of Purchaser.

13.0 Prorations. The following items shall be paid, apportioned, and prorated (based on the actual number of days in the month in which the Closing Date occurs, on the assumption that the Closing occurs at 12:01 a.m. on the Closing Date) between Seller and Purchaser:

13.1 Certified, conformed, and ratified special assessments liens as of the Closing

Date (and not as of the Effective Date) which are not objected to by the Purchaser shall be paid by Seller. Pending liens as of the Closing Date shall be assumed by Purchaser. If the improvement has been substantially completed as of the Closing Date, such pending liens shall be considered certified, confirmed, or ratified, and Seller, at the Closing, shall be charged an amount equal to the last estimate of assessment for the improvement by the applicable public body.

14.0 Closing Costs.

14.1 Seller shall pay the cost of recording any corrective instruments as to the fee title, the documentary stamps on the deed, and the resulting title policy.

14.2 Purchaser shall pay the cost of recording the deed, the cost of the Survey and the closing agent fee.

14.3 Each party shall pay its own attorney's fees.

15.0 Risk of Loss. Seller shall bear the risk of all loss or damage to, or destruction of, the Property and Improvements up to and including the date and time of Closing.

16.0 Condemnation. If at or before the Closing, the Property or any portion of the Property shall be condemned or taken pursuant to any power of eminent domain, or if any written notice of any taking or condemnation is issued, or if any proceedings are instituted or threatened by any governmental authority having the power of eminent domain, Seller shall promptly give Purchaser written notice of such taking or condemnation, or any pending or threatened proceedings; and Purchaser shall have the right to terminate this Contract by giving Seller written notice to that effect, within ten (10) days of receipt of Seller's notice, whereupon the Escrow Agent shall promptly return the Deposit to Purchaser, and thereafter the parties shall have no further obligation or liability under this Contract or with respect to the Property, at law or in equity; or, in the alternative, Purchaser may elect to proceed to Closing with no reduction in the Purchase Price and any condemnation award shall be paid over to and shall become the sole property of Purchaser and the property so taken or sold shall not be subject to this Contract. Seller and Purchaser agree to cooperate with each other to obtain the highest and best price for the condemned property.

17.0 Brokers. Purchaser and Seller warrant and represent that no real estate or other broker or finder that has been engaged by or represented either party to this Contract and each party agrees to indemnify, defend and hold the other harmless from and against any claim therefore.

18.0 Assignability. It is anticipated that the Purchaser may form an entity in which it holds ownership that will own the Subject Property. Purchaser may assign its rights under this Contract to such an entity, with Seller's prior written consent, which consent shall not be unreasonably withheld. Otherwise, this Contract may not be assigned.

19.0 Radon Notice. As required by Section 404.056(7) Florida Statutes, the following notification is made regarding radon gas:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

21.0 Integration. This Contract constitutes the entire agreement between the parties, and supersedes all prior negotiations, writings, agreements, or other understandings between the parties with respect to the subject matter of this Contract.

22.0 Captions. The captions of this Contract are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Contract.

23.0 Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to constitute one agreement.

24.0 Interpretation. This Contract, and the exhibits or addenda to this Contract, have been negotiated at arm's length by Seller and Purchaser, and the parties mutually agree that for the purpose of construing the terms of this Contract or exhibits or addenda, neither party shall be deemed responsible for the drafting of this Contract.

25.0 Severability. The unenforceability or invalidity of any one or more provisions of this Contract shall not affect the validity or enforceability of any other provisions of this Contract.

26.0 Binding Effect. This Contract shall be binding on and shall inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors, and permitted assigns.

27.0 Attorney's Fees. In connection with any dispute arising under, from, or as a result of this Contract, the parties agree that the prevailing party or parties shall be entitled to recover all costs or expenses incurred, including reasonable attorneys' fees and fees for the services of accountants, paralegal, legal assistants, and similar persons (including any appeals from any litigation and enforcement of judgments). This provision shall survive the Closing or any termination of this Contract.

28.0 Further Assurances. Purchaser and Seller each agree from time to time to execute and deliver such further and other transfers, assignments, and documents and to do all matters and things that are legally required or reasonably necessary to effectuate the intentions of this Contract. This provision shall survive the Closing.

29.0 Modification. This Contract may not be modified orally or in any other manner than

by an agreement in writing signed by the party against whom the enforcement is sought. The Escrow Agent shall not be required to join in the execution of any amendments unless its rights or obligations under this Contract are affected.

30.0 INTENTIONALLY DELETED.

31.0 Governing Law. This Contract and all transactions contemplated by this Contract shall be governed by and construed and enforced in accordance with the internal laws of Florida without regard to principles of conflicts of laws.

32.0 Jurisdiction and Venue. The parties acknowledge that a substantial portion of negotiations and anticipated performance of this Contract occurred or shall occur in Escambia County, Florida, and therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally agrees that any lawsuit, action, or other legal proceeding arising out of or related to this Contract may be brought in Escambia County, Florida.

33.0 Notices. Any notice, demand, request, consent or other instrument which may be or is required to be given under this Contract shall be in writing and either served personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, or deposited with a reputable overnight courier service such as Federal Express, and addressed to such party at its address set forth below, or when transmitted by facsimile transmission to the respective parties at the numbers specified below, or at such other place as either party may designate by written notice to the other. Any written notice sent by mail should be deemed to have been served as of the next regular day for delivery or mail after the date it was mailed in accordance with the foregoing provisions. For purposes of this Contract, notice shall be sent to Seller and Purchaser as follows:

To Seller: G. Cleveland McWilliams
 3288 Hwy 29 N
 Cantonment, FL 32533

To Purchaser: Community Redevelopment Agency of the City of Pensacola
 222 W. Main Street
 Pensacola, FL 32502

34.0 Survival. No representations, warranties and covenants of Seller shall survive the Closing other than as herein specifically set forth.

35.0 Time. Time is of the essence of this Contract.

Purchaser: Community Redevelopment Agency of the
City of Pensacola

DATE: 4/19/17

Jewel Canada-Wynn
Print Name: Jewel Canada-Wynn

Its: _____

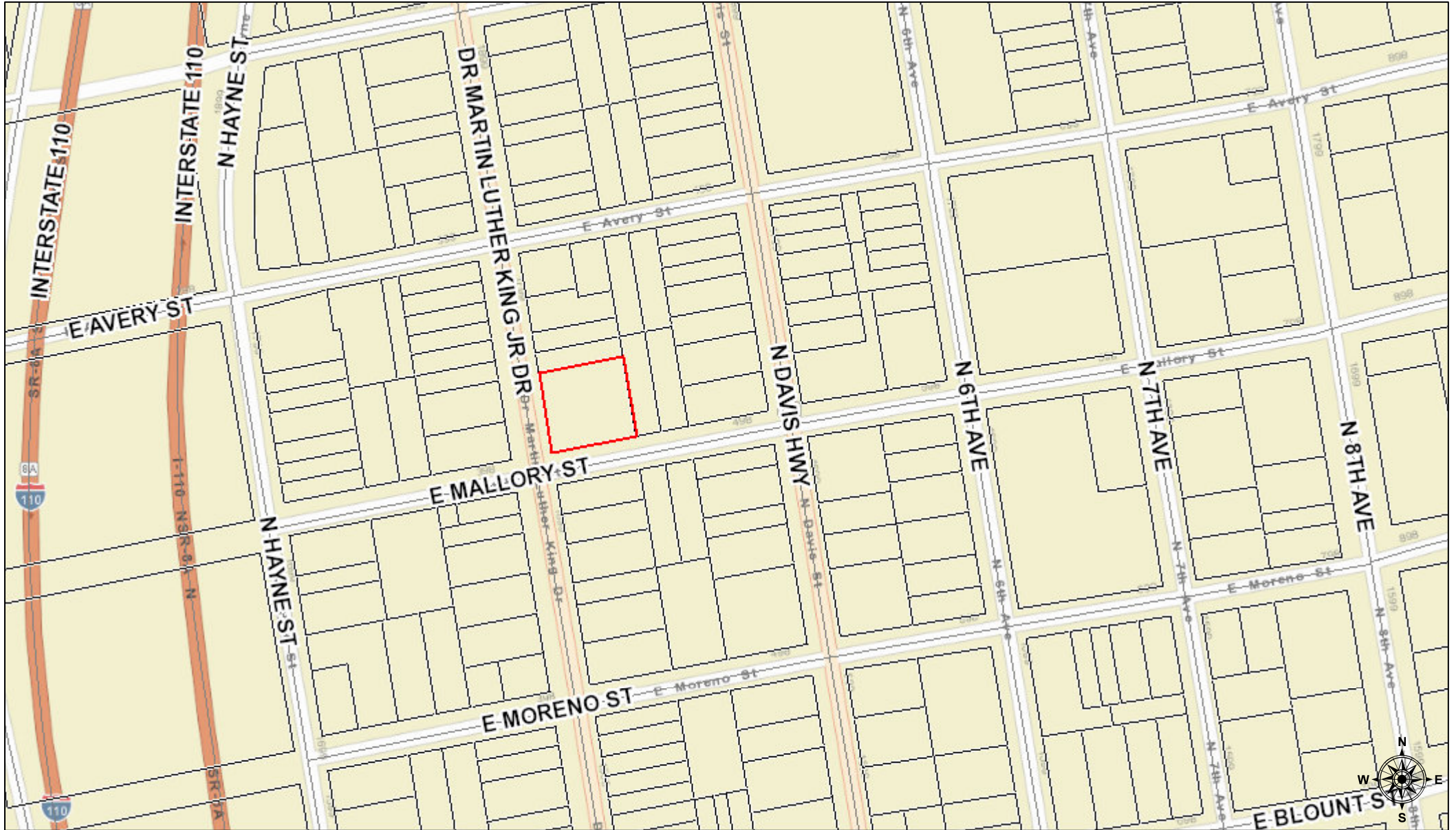
Seller: G. Cleveland Mc Williams

DATE: _____

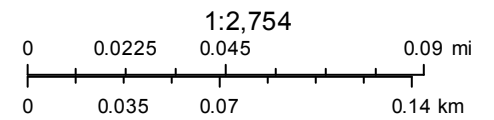
Print Name: _____

By: _____

Print Name: _____



April 25, 2017



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapnyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

APPRAISAL REPORT

OF A

COMMERCIAL PROPERTY

LOCATED AT

**1700 DR. MARTIN LUTHER KING, JR. DRIVE
PENSACOLA, ESCAMBIA COUNTY, FLORIDA**

EXCLUSIVELY FOR

**CITY OF PENSACOLA
RP #746074**

AS OF

MAY 23, 2014

BY

**CHARLES C. SHERRILL, JR., MAI
STATE CERTIFIED GENERAL APPRAISER #RZ1665**

410 EAST GOVERNMENT STREET

PENSACOLA, FLORIDA

32502

APPRAISAL REPORT

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate for this valuation. Accordingly, the appraiser did not perform these two particular approaches to value the subject property. The subject property is a former automobile service station with no leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Lastly, this appraisal process is concluded to be adequate based upon the intended use of this appraisal. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has disclosed this scope of work for the assignment to the client, and has clearly identified and explained the scope of work for this assignment within this appraisal report.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.

The subject property consists of a commercial land parcel which is located at 1700 Dr. Martin Luther King, Jr. Drive in Pensacola. The site is improved with a former automobile service garage facility which has been out of operation for a number of years. This structure is utilized by the owner for storage purposes, but it is concluded to be in relatively poor physical condition and in need of repairs.

It should be noted that the appraiser was not able to enter or inspect the interior of the subject building for this valuation. Accordingly, this valuation is based upon the extraordinary assumption that the interior of the facility was in similar physical condition on the date of valuation as that observed by the appraiser from the exterior inspection, as reported in this appraisal report.

The subject property had been operated many years ago as an automobile service station with the sale of petroleum products. According to the property owner, the related in-ground fuel storage tanks were removed from the property more than 15 years ago. It should be emphasized that the appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. However, tests and inspections made by qualified hazardous substance and environmental experts could reveal the existence of hazardous materials and environmental conditions on or around the property that could negatively affect its value. Based upon the client's specific intended use of this appraisal, this valuation is based upon the extraordinary assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions.

CLIENT: City of Pensacola
Office of the Mayor
Attention: Ms. M. Helen Gibson, AICP
Chief of Neighborhoods
222 West Main Street
Pensacola, FL 32502

APPRAISER: Charles C. Sherrill, Jr., MAI
State Certified General Appraiser #RZ1665
Sherrill Appraisal Company
P.O. Box 1671
Pensacola, FL 32591

APPRAISAL FILE NUMBER: N214-0290

RP NUMBER: #746074

PROPERTY LOCATION: 1700 Dr. Martin Luther King, Jr. Drive, Pensacola,
Escambia County, Florida

PROPERTY TYPE/CURRENT USE: Commercial

REPORTED PROPERTY OWNER: G. Cleveland McWilliams

TAX ACCOUNT NUMBER: 13-3731-000

PARCEL IDENTIFICATION NO.: 00-0S-00-9020-001-101

CURRENT PROPERTY TAX ASSESSMENT: \$28,500; There are no delinquent property taxes as the 2013 tax bill has been paid.

LEGAL DESCRIPTION: A legal description of the subject property obtained from the Escambia County Property Appraiser's Office is presented in the addendum of this appraisal report.

ZONING CLASSIFICATION: R-NC; Residential/Neighborhood Commercial

TYPE AND DEFINITION OF VALUE: The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is defined by the federal financial institutions regulatory agencies as well as the Office of the Comptroller of the Currency, as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus".

**TYPE AND DEFINITION
OF VALUE:**

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

INTENDED USE OF REPORT:

For the sole purpose of assisting the client, City of Pensacola, in internal business decisions concerning the possible purchase of the subject property. No other party is entitled to rely upon this report without written consent of the appraiser.

INTEREST VALUED:

Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

**DATE OF EXTERIOR
PROPERTY INSPECTION:**

May 23, 2014

EFFECTIVE DATE OF VALUE:

May 23, 2014

DATE OF APPRAISAL REPORT:

June 2, 2014

FINAL ESTIMATE OF VALUE:

\$50,000 (Subject to attached appraisal assumptions and limiting conditions)

SCOPE OF THE WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate for this valuation. Accordingly, the appraiser did not perform these two particular approaches to value the subject property. The subject property is a former automobile service station with no leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Lastly, this appraisal process is concluded to be adequate based upon the intended use of this appraisal. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has disclosed this scope of work for the assignment to the client, and has clearly identified and explained the scope of work for this assignment within this appraisal report.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject property (exterior inspection of the subject structure), performed a telephone interview with the property owner, reviewed an aerial photograph depicting the subject parcel, and gathered information from the subject's neighborhood or similar competitive neighborhoods in the local area on comparable land and improved sales. This information was applied in the Sales Comparison Approach to value the subject property in its as is condition.

For this valuation, the appraiser did not perform the Cost or Income Capitalization Approaches since they were considered to not be necessary to achieve credible appraisal results. Based upon the property type of the subject and the intended use of this valuation, the appraiser concluded that the primary approach to value the subject property for this appraisal is the Sales Comparison Approach, and that this particular scope of appraisal work is sufficient to achieve credible assignment results.

This narrative appraisal report is the result of these processes. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: Known as the "City of Five Flags," Pensacola is the western-most city in the panhandle of Florida. Pensacola, the county seat, is located in the extreme southern portion of Escambia County. Escambia County encompasses 661 square miles of land and an additional 64,000 acres of waterways. Escambia County has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola.

According to recent statistics from the U. S. Census Bureau, there are approximately 297,000 residents in Escambia County, which ranked 19th in county population in Florida. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The quality of life afforded by the mild climate and abundant recreational activities is an added feature that attracts new industries to the area. The availability of office and manufacturing facilities and an educated workforce give Escambia County the ideal catalyst for future growth and prosperity. Overall, the area's stable population characteristics, diversified work force, and abundance of recreational activities provide for a favorable near-term outlook for this metropolitan area appears favorable.

Neighborhood Description: The subject property is located inside the city limits of Pensacola. The subject neighborhood boundaries are generally defined as East Cervantes Street on the south, North Palafox Street on the west, Texar Drive on the north, and North 12th Avenue on the east. Land uses in the immediate area include retail establishments, offices, restaurants, banks, residences, warehouses, pawn shops, churches, motels, condominiums, and lounges. The neighborhood is convenient to churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment.

Summary of Local Commercial Real Estate Market: After a number of years of steady growth in the local commercial real estate market, the health of the market weakened during 2006 to 2011. Demand for commercial properties declined in the local market during that time period due to weakened economic conditions which resulted in an oversupply of inventory. The net result of this market weakness was an increase in vacancy rates, a decline in rental rates and values, an increase in property foreclosures, and extended marketing periods. However, the market began to stabilize in late 2011, and it has generally remained fairly steady since that time.

Site Description: The subject property is located on the northeast corner of Dr. Martin Luther King, Jr. Drive and East Mallory Street. This corner parcel is rectangular in shape. The site has 120 feet of frontage on the east side of Dr. Martin Luther King, Jr. Drive and 125 feet of frontage on the north side of East Mallory Street. According to the Escambia County Property Appraiser's Office, the property contains 0.36 acre. This equates by calculation to a land area of 15,682 square feet. The indicated land-to-building ratio for the subject is 12.2 to 1.0, which is considered to be favorable.

Site Description (Continued): The property is fairly level and appears to have satisfactory drainage. The public utilities available to the site are considered to be adequate. Access to the property is concluded to be adequate. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map #12033C0390G).

As previously mentioned, the subject property had been operated many years ago as an automobile service station with the sale of petroleum products. According to the owner, the related in-ground fuel storage tanks were removed from the property more than 15 years ago. It should be noted that the appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. However, tests and inspections made by qualified hazardous substance and environmental experts could reveal the existence of hazardous materials and environmental conditions on or around the property that could negatively affect its value. Based upon the client's specific intended use of this appraisal, this valuation is based upon the extraordinary assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions.

The property is zoned R-NC; Residential/Neighborhood Commercial under the zoning ordinances of the City of Pensacola. Permitted land uses within the subject zoning district include single-family residential, multiple-family residential, offices, retail, restaurants, banks, motels, appliance repair shops, gasoline service stations, and automobile service garages which perform minor repairs. The former automobile service station use of the property is permitted by the current R-NC zoning classification.

Description of Improvements: The subject improvements consist of a former automobile service garage building which has been utilized for a number of years by the owner for storage purposes. Based upon the appraiser's measurements and calculations, this structure contains approximately 1,283 square feet. The facility is constructed of wood and aluminum exterior walls over concrete block on a concrete foundation. The roof cover is of a built-up material. The owner reports that the roof leaks and is in need of repairs. The building has an eave height of approximately 11 feet. The facility is configured with two service bays, a storage area, and two exterior-accessed restrooms.

The facility is reported to have been constructed in 1957. Although the appraiser was not able to enter or inspect the interior of the building, it is considered to be in relatively poor physical condition, and is nearing the end of its economic life cycle.

The subject site improvements consist of a canopy (450 square feet) on the front of the structure, a concrete block retaining wall, asphalt and concrete paving, concrete curb cuts, and adequate landscaping.

SALES HISTORY OF SUBJECT PROPERTY:

According to the public records, the subject property was acquired by the current owner prior to 1979. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. However, the client is considering the purchase of the subject property at a yet undetermined price.

HIGHEST AND BEST USE:

Highest and best use as if vacant. The legally permissible uses of the subject site include single-family residential, multiple-family residential, offices, retail, restaurants, banks, motels, appliance repair shops, gasoline service stations, and automobile service garages which perform minor repairs. The potential for a zoning change appears to be unlikely. A legally permissible use that is also physically possible would be an automobile service repair shop or residential use. Such uses are considered to be financially feasible based upon the size and physical characteristics, the zoning, the neighborhood conditions, and the location of the subject parcel. It is concluded that the parcel could be sub-divided into two lots (each with a width of 40 feet and a size of 0.12 acre), which represents a marketable size for residential usage. Thus, the maximally productive and highest and best use of the subject site as vacant is an automobile service repair shop or residential use.

However, based upon current market conditions, it is concluded that a near-term hold until such time that demand within the local market increases to justify development of the parcel with these uses is reasonable. It is anticipated that such uses will become financially feasible after this interim period based upon the size and physical characteristics, the zoning of the subject parcel, and the subject neighborhood conditions. Thus, the maximally productive and highest and best use of the subject site as vacant is a near-term hold with eventual automobile service repair shop or residential use.

Highest and best use as improved. Based upon the subject structure's current age/physical condition, it is concluded that the building is considered to be nearing the end of its economic life. An eventual demolition of these existing improvements and re-development of the subject site are anticipated to result in a higher return to the land than is being achieved at present, by the property as improved. Therefore, an eventual demolition of the structure to allow the site to be re-developed is concluded to be the highest and best use of the property as presently improved. However, a continued storage use of this structure in its current condition during the interim period until demand for automobile service repair shop or residential uses increases is considered to be consistent with this highest and best use conclusion.

SUMMARY OF LAND VALUATION ANALYSIS (AS IF VACANT):

A summary of the data pertaining to vacant land sales considered to be similar to the subject is presented below. Aerial photographs and site plans of the comparables, and a location map are presented at the conclusion of this appraisal report.

RECORD NO.	LOCATION	DATE OF SALE	SALE PRICE	SQ. FT.	PRICE/SQ. FT.
419469	800 North 8 th Avenue	01/23/13	\$47,500	27,878	\$1.70
7231	500 North Alcaniz Street	10/31/11	\$22,000	7,500	\$2.93
7287	3882 Barrancas Avenue	11/01/13	\$22,700	7,500	\$3.03
7316	1107 East Leonard Street	01/19/12	\$40,000	11,761	\$3.40

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 7,500 to 27,878 square feet, which is reflective of the size of the subject. All are suitable for a residential or office/shop type of use. Each is located throughout the general Pensacola area. These comparables range in price from \$22,000 to \$47,500, which equates to a unit price of \$1.70 to \$3.40 per square foot. However, all but one of these comparables reflect the upper end of this indicated unit price range.

After necessary price adjustments are made for such dissimilarities as market conditions (time), location, size, shape, access, topography, utilities availability, and zoning, when compared to the subject, a broad unit value of \$2.04 to \$3.40 per square foot results for the subject. Based upon this comparison analysis, a value towards the middle of the adjusted price range is concluded to be appropriate for the subject. Therefore, a value of \$2.80 per square foot, or \$44,000, is estimated for the subject as if vacant, as shown below. A summary of the price adjustments is presented on the following page of this appraisal report.

$$15,682 \text{ SQ. FT.} \quad \times \quad \$2.80/\text{SQ. FT.} \quad = \quad \$43,910$$

ROUNDED: \$44,000

The above total land value estimate is within the total sales price range of \$22,000 to \$47,500 that is indicated by the above comparables. Although this represents the upper end of the indicated range, it is concluded to be reasonable based upon the size and other physical characteristics of the comparables, relative to the subject property. Additionally, it equates to \$366.67 per linear foot of road frontage (along Dr. Martin Luther King, Jr. Drive). This is considered to be reasonable based upon the above comparable sales and the shape/configuration of the subject parcel. The comparable sales have an indicated price per front foot which ranges from \$216 to \$500. Furthermore, this indicated value equates to \$14,667 per lot if the subject were subdivided into three smaller residential lots.

c14-0290L

SUMMARY OF LAND SALES ADJUSTMENTS
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	<u>Comp. No. 1</u>	<u>Comp. No. 2</u>	<u>Comp. No. 3</u>	<u>Comp. No. 4</u>
Index Number	419469	7231	7287	7316
Total Sales Price	\$47,500	\$22,000	\$22,700	\$40,000
Square Feet	27,878	7,500	7,500	11,761
Price Per Square Foot	\$1.70	\$2.93	\$3.03	\$3.40
<u>Price Adjustments</u>				
Property Rights Conveyed	--	--	--	--
Conditions of Sale	--	--	--	--
Market Conditions (Time)	0%	0%	0%	0%
Cumulative Adjustments for Above Conditions	0%	0%	0%	0%
Adjusted Price Per Square Foot for Above Conditions	\$1.70	\$2.93	\$3.03	\$3.40
<u>Other Price Adjustments</u>				
Location	5%	--	-5%	--
Size of Site	5%	-5%	-5%	--
Shape of Site	--	--	5%	--
Access/Exposure	--	--	5%	5%
Topography	--	--	--	--
Utilities Availability	--	--	--	--
Zoning/Permitted Uses	10%	--	-5%	-5%
Other Features	--	--	--	--
Cumulative Adjustments	20%	-5%	-5%	0%
Adjusted Price Per Square Foot	\$2.04	\$2.79	\$2.88	\$3.40

SUMMARY OF CONTRIBUTORY VALUE OF IMPROVEMENTS:

Based on the construction features, quality, design, age, observed condition, and highest and best use of the subject structure, and the general indicated sale prices of similar storage facilities in the subject area, it is concluded that a unit value of \$5.00 per square foot is reasonable for this subject building. This is considered to be appropriate based upon the effective age of the structure, and its estimated remaining economic life.

As a result, the total estimated value of the subject property, as is, as of the date of value from this analysis is shown below. It should be noted that the value of the subject land comprises 88.0 percent of the total indicated value, which is concluded to be reasonable based upon the size, age, condition, and remaining economic life of the improvements.

VALUATION SUMMARY

LAND CONTRIBUTION:	\$44,000
PLUS BUILDING CONTRIBUTION 1,283 SQ. FT. x \$5.00 PER SQ. FT.:	<u>\$ 6,415</u>
ESTIMATED TOTAL VALUE:	\$50,415
ROUNDED TO:	<u>\$50,000</u>

RECONCILIATION AND VALUE CONCLUSION:

For this valuation of the subject land parcel, only the Sales Comparison Approach was performed. In doing so, the market value of the fee simple title in the subject property, as if unaffected by possible contamination as of May 23, 2014, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$50,000. **As mentioned, this appraisal was prepared for the exclusive use of City of Pensacola.**

Exposure time is defined by USPAP as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The property sales indicated that the exposure time (i.e., the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation) would have been approximately 6 to 12 months. The estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is concluded to be approximately 6 to 12 months.

Attached are the assumptions and limiting conditions of this appraisal, the certification of the appraiser, a copy of the appraiser's state certification, subject photographs, location maps, site plans, an aerial photograph, a legal description, a warranty deed, a flood zone map, comparable site plans and aerial photographs, a comparable land sales location map, and the appraiser's professional qualifications.

ASSUMPTIONS AND LIMITING CONDITIONS:

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate for this valuation. Accordingly, the appraiser did not perform these two particular approaches to value the subject property. The subject property is a former automobile service station with no leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Lastly, this appraisal process is concluded to be adequate based upon the intended use of this appraisal. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has disclosed this scope of work for the assignment to the client, and has clearly identified and explained the scope of work for this assignment within this appraisal report.
2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.
3. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear of any or all liens and encumbrances, and under responsible ownership and competent property management. Typical mortgage loan encumbrances and utility easements are assumed to exist.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.

16. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
17. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
18. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **City of Pensacola** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
19. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
20. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client and not to subsequent users of the appraisal.
21. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
22. The appraiser certifies that he has no debt relationship with City of Pensacola.
23. This valuation is contingent upon the assumption that there is no contamination of the soil due to any source, including but not limited to underground tanks, if any.
24. This valuation is contingent upon a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to reveal the subject property to be basically the same as described in this appraisal report.

EXTRAORDINARY APPRAISAL ASSUMPTIONS:

1. This valuation is based upon the extraordinary assumption that the subject property was in similar physical condition on the date of valuation as that observed by the appraiser on the date of the exterior inspection, as reported in this appraisal report.
2. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. However, tests and inspections made by qualified hazardous substance and environmental experts could reveal the existence of hazardous materials and environmental conditions on or around the property that could negatively affect its value. Based upon the client's specific intended use of this appraisal, this valuation is based upon the extraordinary assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions.

HYPOTHETICAL CONDITIONS OF THE APPRAISAL:

There are no hypothetical conditions of this appraisal.

CERTIFICATION OF THE APPRAISER

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this appraisal report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the exterior of the property that is the subject of this appraisal report.
- I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs of the Appraisal Institute and the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.



Charles C. Sherrill, Jr., MAI
State Certified General Appraiser #RZ1665

AC# 669610

STATE OF FLORIDA

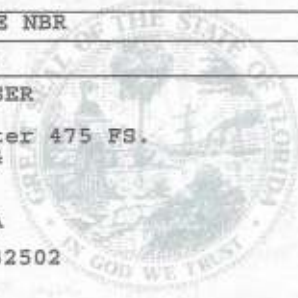
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

SEQ# L12111301626

DATE	BATCH NUMBER	LICENSE NBR
11/13/2012	128146619	RZ1665

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2014

SHERRILL, CHARLES C JR PA
410 E GOVERNMENT ST
PENSACOLA FL 32502



RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

PHOTOGRAPHS OF SUBJECT PROPERTY



Front View of Subject Property



View of Side of Subject Building

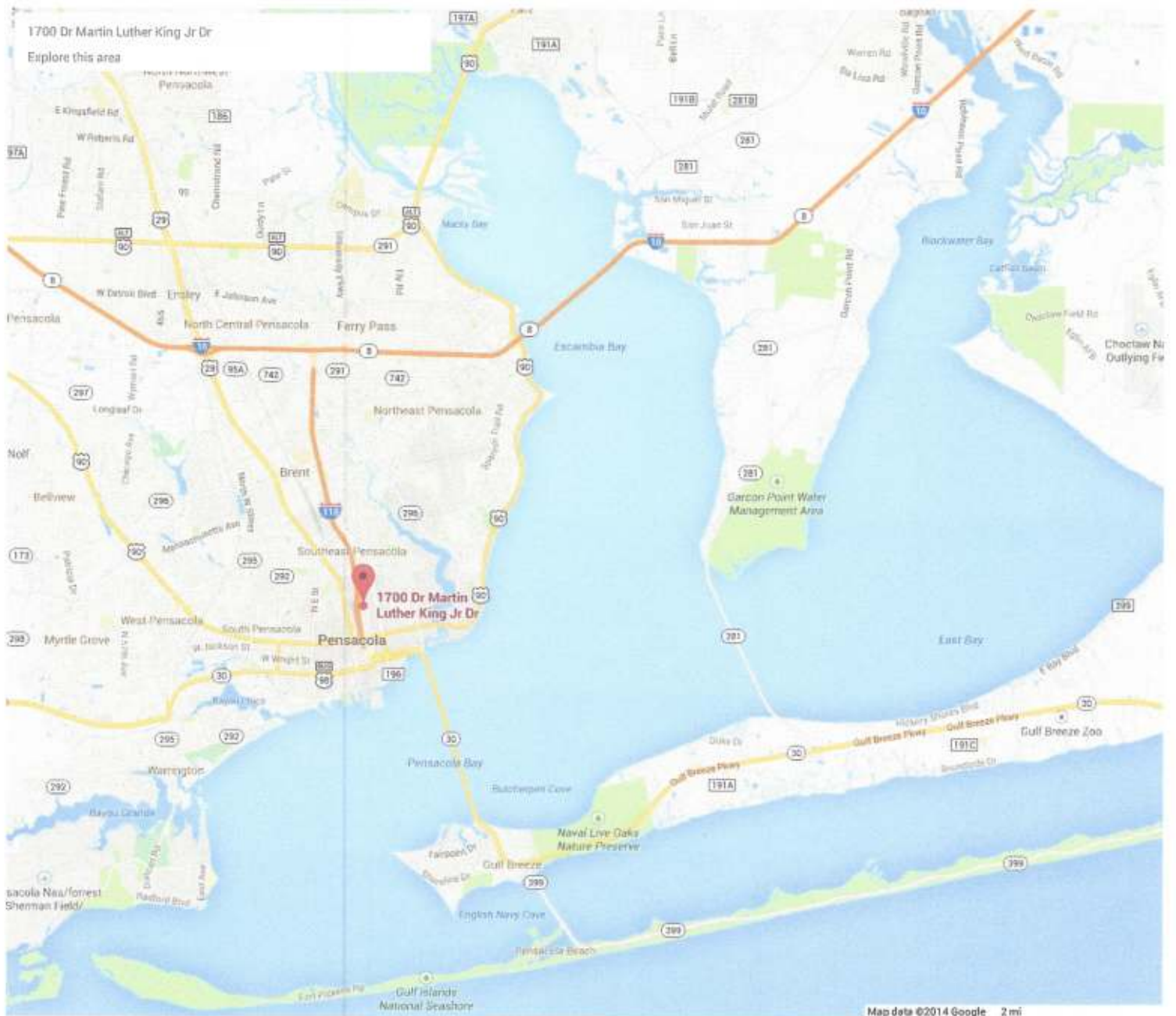
PHOTOGRAPHS OF SUBJECT PROPERTY



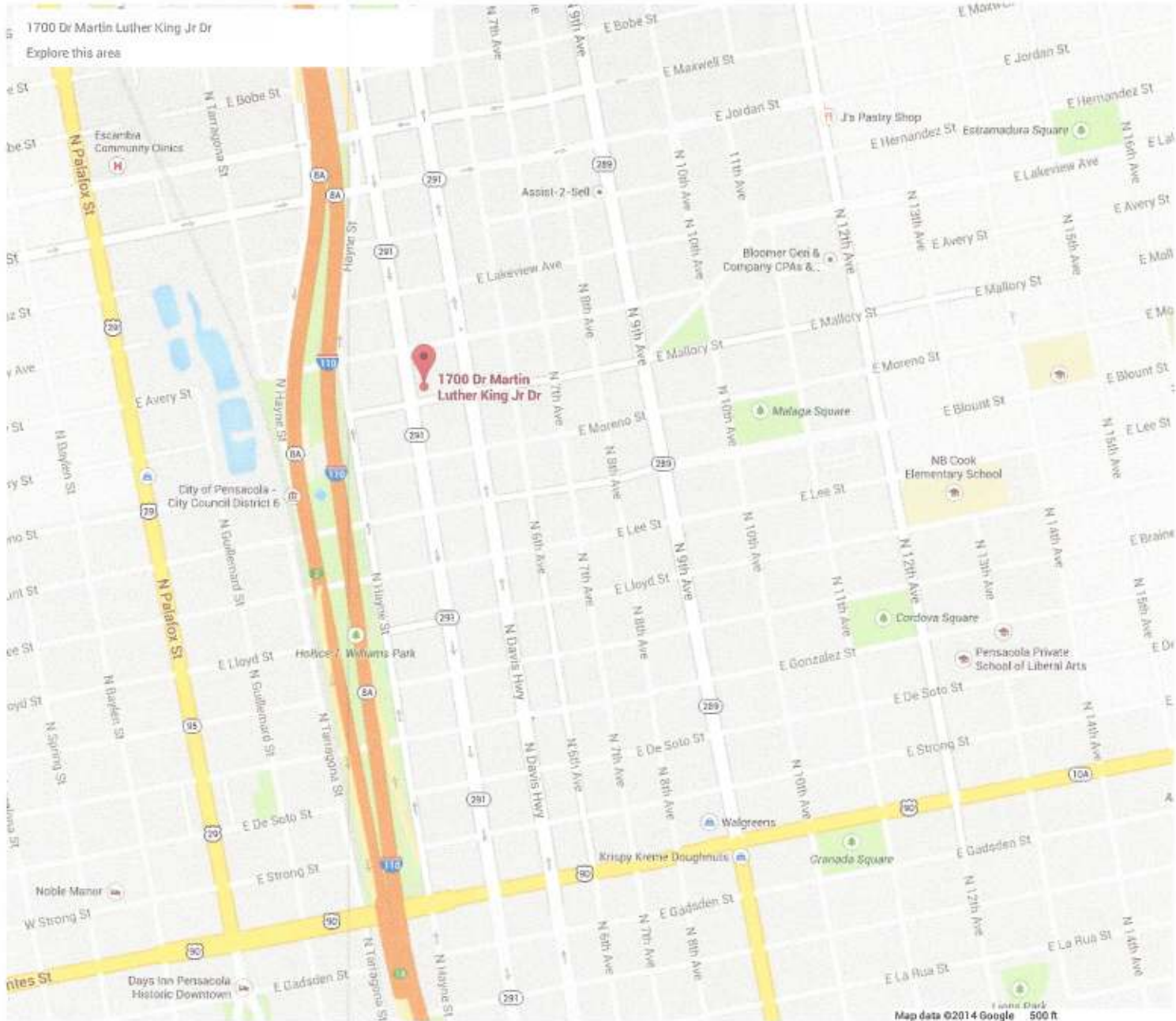
View of Rear of Subject Building



Subject Street Scene Dr. Martin Luther King Drive



Map data ©2014 Google 2 mi



1700 Dr Martin Luther King Jr Dr

Explore this area

1700 Dr Martin Luther King Jr Dr

General Information Reference: 0005009020001101 Account: 133731000 Owners: MCWILLIAMS G CLEVELAND Mail: 3288 HWY 29 N CANTONMENT, FL 32533 Situs: 1700 DR MARTIN LUTHER KING JR 32503 Use Code: SERVICE STATION Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	2013 Certified Roll Assessment Improvements: \$0 Land: \$28,500 <hr/> Total: \$28,500 Save Our Homes: \$0 <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
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Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1978</td> <td>1282</td> <td>324</td> <td>\$10,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1968</td> <td>393</td> <td>986</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/1978	1282	324	\$10,000	WD	View Instr	01/1968	393	986	\$100	WD	View Instr	2013 Certified Roll Exemptions None <hr/> Legal Description LTS 1 2 3 4 BLK 101 EAST KING TRACT OR 1282 P 324 CA 65 <hr/> Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
01/1978	1282	324	\$10,000	WD	View Instr														
01/1968	393	986	\$100	WD	View Instr														

Parcel Information

Section Map Id:
[CA065](#)

Approx. Acreage:
0.3600

Zoned:
R-NC

Evacuation & Flood Information
[Open Report](#)

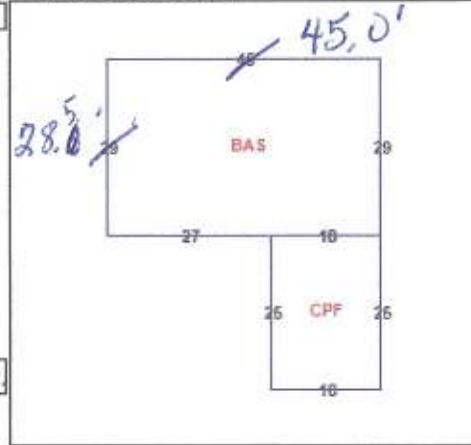
[Launch Interactive Map](#)

Buildings

Building 1 - Address: 1700 DR MARTIN LUTHER KING JR, Year Built: 1957, Effective Year: 1957

Structural Elements

DECOR/MILLWORK-MINIMUM
EXTERIOR WALL-METAL-PRE.FIN.
EXTERIOR WALL-SIDING-BLW.AVG.
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-NONE
INTERIOR WALL-EXPOSED BLK/BRK
NO. PLUMBING FIXTURES-4.00
NO. STORIES-1.00
ROOF COVER-BLT UP ON WOOD
ROOF FRAMING-RIGID FRAME/BAR
STORY HEIGHT-13.00
STRUCTURAL FRAME-MASONRY PIL/STL



Areas - 1755 Total SF

BASE AREA - 1305
CARPORT FIN - 450

Images



2/12/09



3/21/11



6/18/03



5/20/05



3/21/06



1/31/12



3/11/13



1/21/14

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

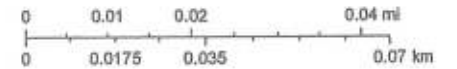
Chris Jones Escambia County Property Appraiser



May 21, 2014

- Map Grid
- City Zoning
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line

1:955



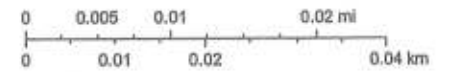
Chris Jones Escambia County Property Appraiser



May 21, 2014

-  Map Grid
-  City Zoning
-  City Road
-  County Road
-  Interstate
-  State Road
-  US Highway
-  All Roads
-  Property Line

1:553



Escambia County Tax Collector

generated on 5/21/2014 2:56:05 PM CDT

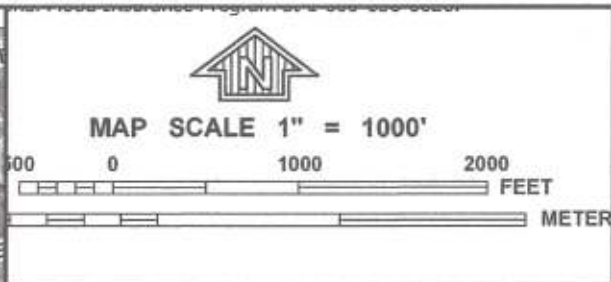
Tax Record

Last Update: 5/21/2014 2:56:10 PM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
13-3731-000	REAL ESTATE	2013			
Mailing Address MCWILLIAMS G CLEVELAND 3288 HWY 29 N CANTONMENT FL 32533		Property Address 1700 DR MARTIN LUTHER KING GEO Number 000S00-9020-001-101			
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail	Millage Code	Escrow Code			
NO EXEMPTIONS	16				
Legal Description (click for full description)					
000S00-9020-001-101 1700 DR MARTIN LUTHER KING LTS 1 2 3 4 BLK 101 EAST KING TRACT OR 1282 P 324 CA 65					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.6165	28,500	0	\$28,500	\$188.57
PUBLIC SCHOOLS					
By Local Board	2.2480	28,500	0	\$28,500	\$64.07
By State Law	5.3090	28,500	0	\$28,500	\$151.31
M.S.T.U. LIBRARY	0.3590	28,500	0	\$28,500	\$10.23
WATER MANAGEMENT	0.0400	28,500	0	\$28,500	\$1.14
PENSACOLA	4.2895	28,500	0	\$28,500	\$122.25
Total Millage		18.8620	Total Taxes		\$537.57
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
OSW	STORMWATER - 435-1800				\$177.23
Total Assessments					\$177.23
Taxes & Assessments					\$714.80
If Paid By				Amount Due	
				\$0.00	
Date Paid	Transaction	Receipt	Item	Amount Paid	
11/30/2013	PAYMENT	263510.0009	2013	\$686.21	
Prior Year Taxes Due					
NO DELINQUENT TAXES					



NFIP

PANEL 0390G

FIRM
FLOOD INSURANCE RATE MAP

**ESCAMBIA COUNTY,
 FLORIDA
 AND INCORPORATED AREAS**

PANEL 390 OF 606

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
ESCAMBIA COUNTY	12006	0390	G
PENSACOLA, CITY OF	120082	0390	G

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

**MAP NUMBER
 12033C0390G**

**MAP REVISED
 SEPTEMBER 29, 2006**

Federal Emergency Management Agency

NATIONAL FLOOD INSURANCE PROGRAM

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Comparable Location Map

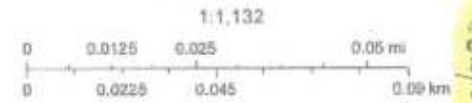


Chris Jones Escambia County Property Appraiser



May 28, 2014

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line



Computer No. 1

Chris Jones Escambia County Property Appraiser



May 28, 2014

- Map Grid
- All Roads
- City Road
- Property Line
- County Road
- Interstate
- State Road
- US Highway



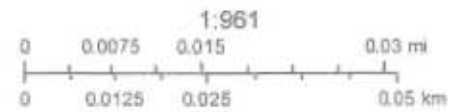
Compare N.1

Chris Jones Escambia County Property Appraiser



June 12, 2013

- | | | |
|---|--|---|
|  Map Grid |  Interstate |  All Roads |
|  City Road |  State Road |  Property Line |
|  County Road |  US Highway | |



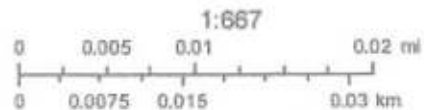
Computer No. 2

Chris Jones Escambia County Property Appraiser



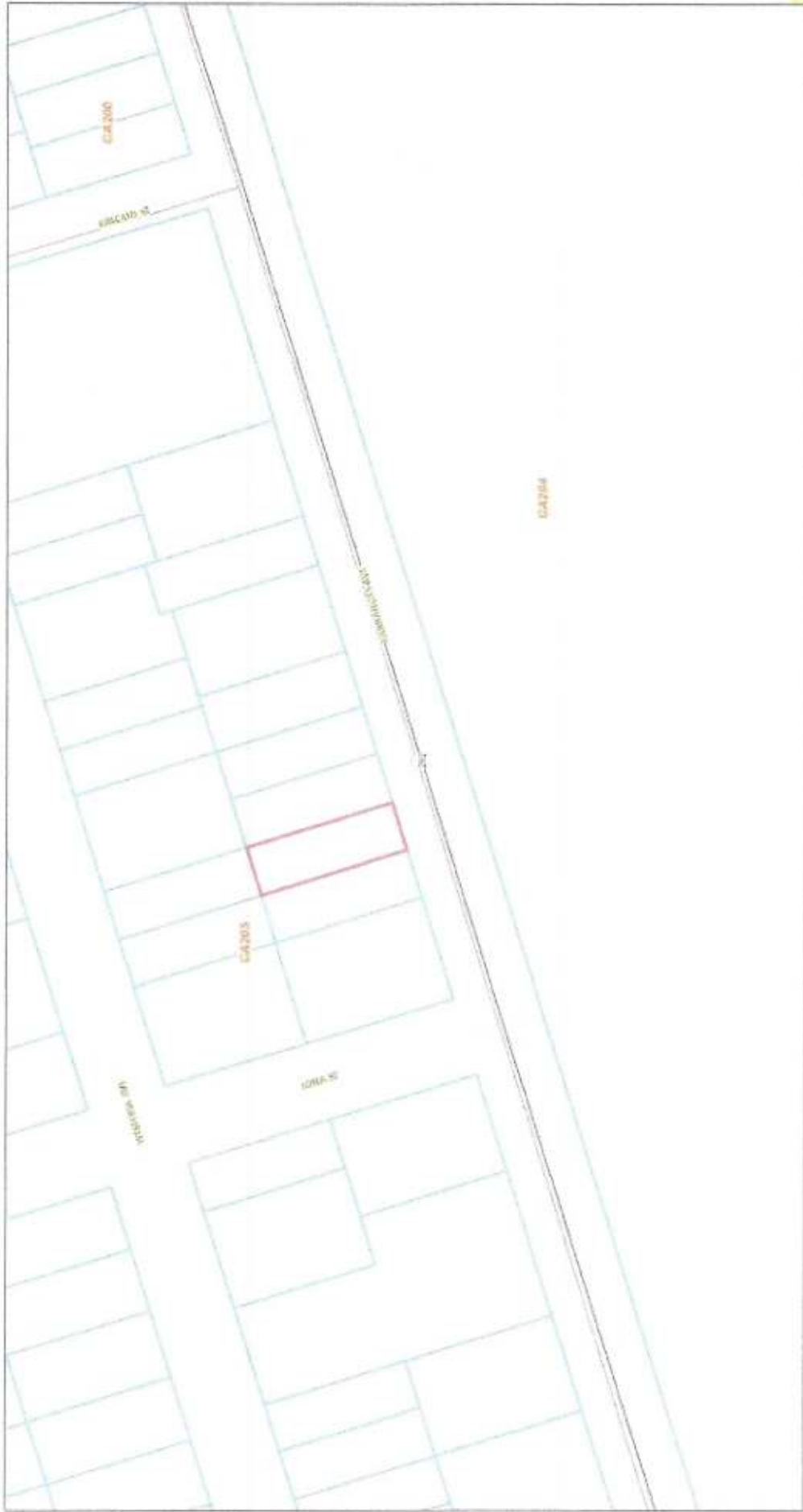
June 12, 2013

- | | | |
|---------------|--------------|-----------------|
| □ Map Grid | — Interstate | All Roads |
| — City Road | — State Road | □ Property Line |
| — County Road | — US Highway | |



Comp. # 2

Chris Jones Escambia County Property Appraiser



March 25, 2014

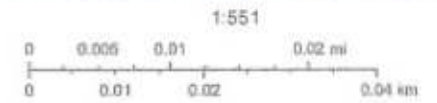
- Met Grid
- City Road
- County Road
- Interstates
- State Road
- US Highway
- All Roads
- Property Line

Chris Jones Escambia County Property Appraiser



March 25, 2014

- | | | | |
|--|-------------|--|---------------|
| | Map Grid | | All Roads |
| | City Road | | Property Line |
| | County Road | | |
| | Interstate | | |
| | State Road | | |
| | US Highway | | |



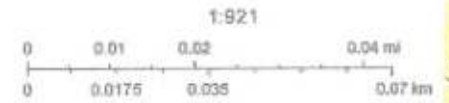
Comparable No. 3

Chris Jones Escambia County Property Appraiser



May 28, 2014

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Property Line



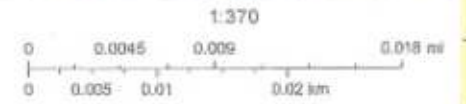
Complete by May

Chris Jones Escambia County Property Appraiser



May 28, 2014

- Map Grid
- All Roads
- City Road
- Property Line
- County Road
- Interstate
- State Road
- US Highway



Complete No. 4

APPRAISER'S QUALIFICATIONS

NAME: Charles C. Sherrill, Jr., MAI

TITLE: Vice President

OFFICE ADDRESS: Sherrill Appraisal Company
410 East Government Street
Post Office Box 1671
Pensacola, Florida 32591-1671

EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

- Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)
- Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)
- Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)
- Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)
- Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)
- Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)
- Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

- Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

CONTINUING EDUCATION:

Credited with attendance/completion of the following seminars/courses:

Appraisal Institute

- Eminent Domain and Condemnation (2009)
- Uniform Standards of Professional Appraisal Practice (2006/2009)
- Business Practices and Ethics (2006/2009)
- Analyzing Operating Expenses (2001/2008)
- Appraising from Blueprints and Specifications (2008)
- Feasibility, Market Value, and Investment Timing (2005)
- Analyzing Distressed Real Estate (2004)
- Hotel/Motel Valuation (2004)
- Effective Appraisal Report Writing (2003)
- FHA Homebuyer Protection Plan and The Appraisal Process (1999)
- Standards of Professional Practice - Part C (1998)
- Standards of Professional Practice - Part A (1987/1995/1997)
- Fair Lending and the Appraiser (1996)
- Appraisal of Retail Properties (1995)
- Standards of Professional Practice - Part B (1987/1994)
- Understanding Limited Appraisals and General Reporting Options - General (1994)
- Accrued Depreciation (1994)
- Depreciation Analysis (1993)
- Rates, Ratios, and Reasonableness (1992)
- Comprehensive Appraisal Workshop (1991)
- Real Estate Risk Analysis (1987)

APPRAISER'S QUALIFICATIONS

CONTINUING EDUCATION (Continued):

Credited with attendance/completion of the following seminars/courses:

State Certification

Appraisal of 2-4 Family and Multi-Family Properties (2012)
Challenging Assignments for Residential Appraiser's (2012)
Foreclosure Basics for Appraiser's (2012)
Florida Appraiser Supervisor/Trainee Rules (2008/2010)
Income Capitalization Approach (2007)
Neighborhood Analysis (2006/2010)
Communicating the Appraisal (2006/2010)
Appraisal Principles (2006/2010)
Sales Comparison Approach (2006/2010)
Real Estate, Mortgages, and Law (2006)
Florida Appraisal Laws and Regulations (2004/2005/2008/2010/2012)
USPAP Update (1992/1994/1996/1997/1999/2001/2002/2004/2005/2010/2012)

EXPERIENCE:

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)
Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)
Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)
Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991
Past Member, Regional Ethics and Counseling Panel - Appraisal Institute (1994-1996)
Past Member, Escambia County Value Adjustment Board (2008 – 2012)
Member, Pensacola Association of Realtors
Member, Florida Association of Realtors
Member, National Association of Realtors
Member, Branch Banking and Trust Company Local Advisory Board of Directors

CIVIC ACTIVITIES:

Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient
Past President and Executive Committee Member, Pensacola Sports Association Board of Directors
Current Board Member and Past Secretary/Past Treasurer, Fiesta of Five Flags Board of Governors
Past Board Member and Trustee, Pensacola Historical Society Foundation
Past Member and Executive Committee Member, Pensacola State College Board of Governors
Member and Past Board Director & Executive Committee Member, Pensacola YMCA
Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors
Past President, Booker T. Washington High School Baseball Booster Club Board of Directors
Graduate, Leadership Pensacola (Class of 1999)
Member, Pensacola Area Chamber of Commerce

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, and the American Heart Association.

APPRAISER'S QUALIFICATIONS**LISTING OF APPRAISER CLIENTS:****Mortgage Loan Purposes**

Aegon Realty Advisors Company	Liberty Bank
Bank of America	Metric Realty
BBVA Compass	Metropolitan Life Insurance Company
Beach Community Bank	National Bank of Commerce (Alabama)
Branch Banking & Trust (BB&T)	Navy Federal Credit Union
Canadian Imperial Bank of Commerce	Pen Air Federal Credit Union
Centennial Bank	Pensacola Government Credit Union
Chase Manhattan Mortgage Corp.	PNC Bank
Charter Bank	Premier Bank (Louisiana)
Coastal Bank and Trust	RBC Bank
Colonial Bank of Alabama	Regions Bank
Cumberland Bank (Kentucky)	ServisFirst Bank
Dollar Bank	Smart Bank
Equity Valuation Partners	Statewide Mortgage Company
First American Bank	SunTrust Banks, Inc.
First City Bank of Fort Walton Beach	Travellers Realty Investment Company
First Coast Community Bank	Tyndall Federal Credit Union
First National Bank of Commerce (Louisiana)	United Bank (Alabama)
First National Bank of Florida	Valuation Management Group
First Navy Bank	Vanguard Bank & Trust Company
Gulf Coast Community Bank	Whitney National Bank
GulfSouth Private Bank	Wachovia Corporation
Hancock Bank	Wells Fargo Bank

Market Value Purposes

Aetna Realty Advisors	Ford Motor Company
Bank of Boston	Florida Department of Transportation
Bank South N. A.	Gulf American SBL, Inc.
Baptist Health Care Corp.	Lakeview Center
Barnett Banks, Inc.	Lasalle Realty Advisors
Barnett Bank Trust Company N. A.	PHH Relocation and Real Estate
Catholic Church Diocese	Pensacola Area Chamber of Commerce
Chicago Title Company	Pensacola Historical Society
Citicorp Real Estate	Pensacola State College
City of Fort Walton Beach	Pensacola Preservation Board (State of Florida)
City of Milton	Port of Pensacola
City of Pensacola	Presbytery of Florida
Dusco Property Management	Recoll Management Corporation Insurance Co.
Episcopal Church Diocese	Sacred Heart Hospital
Escambia County, Florida	Saltmarsh, Cleaveland & Gund
Escambia County Employees' Credit Union	Southern Company
Escambia County Utilities Authority	SouthTrust Bank of Alabama, N.A.
Fairfield Communities, Inc.	Various Estates, Attorney's, Accountants, Insurance Companies, Churches, & Property Owners
Federal Aviation Administration	Waterfront Rescue Mission
Federal Deposit Insurance Corporation	Wachovia Settlement Services, LLC
First Alabama Bank	WSRE Television
First National Bank of Georgia	
Fisher Brown Insurance Company (Cost Analysis)	



Memorandum

File #: 17-00281

Community Redevelopment Agency

5/8/2017

ACTION ITEM

SPONSOR: Jewel Cannada-Wynn, Chairperson

SUBJECT:

COMMUNITY POLICING INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE COMMUNITY REDEVELOPMENT AGENCY - FY 2018 AND REMAINDER OF FY 2017

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve an Interlocal Agreement with the City of Pensacola for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area of the CRA for Fiscal Year 2018 and the remainder of Fiscal year 2017 in an amount not to exceed \$150,000.

SUMMARY:

One of the primary obstacles to urban revitalization is the perception of a lack of safety in areas that have seen decline over time and have become stigmatized in the public mind. This perception is typically related to criminal activity, may be real or perceived, and may involve both personal safety as well as the safety of property. In some cases, unless the safety issues are addressed first, other elements of the redevelopment plan are difficult to accomplish. Some of the methods used to address safety in the past have included improved street lighting and code enforcement actions in the case of derelict buildings.

In July 2002, the City Council approved amending the Urban Core Community Redevelopment Plan to provide for community policing of neighborhoods in the urban core. The community policing innovations are one approach that can be initiated to target criminal activity within a community redevelopment area. The Community Redevelopment Act describes "community policing innovations" as a policing technique or strategy designed to reduce crime by reducing opportunities for the perceived risks of engaging in criminal activity through the visible presence of police in the community.

Areas of the Urban Core Community Redevelopment Area are still experiencing safety concerns of varying degrees. Revitalization has drawn significant numbers of people and activities to areas long underutilized. In some areas, the characteristics and history of ongoing criminal activities are an obstacle to revitalization.

The community policing activities to be provided through the attached Interlocal Agreement will focus on the entirety of the Urban Core Community Redevelopment Area from 17th Ave to A Street.

PRIOR ACTION:

July 25, 2002 - City Council adopted Resolution No. 21-02, CRA Plan Additional Priority Element - Urban Core Area Community Policing Innovations

January 20, 2010 - City Council adopted Resolution No. 02-10, Urban Core Community Redevelopment Plan, 2010.

September 20, 2010 - CRA approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 23, 2010 - City Council approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 19, 2011 - CRA approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

September 22, 2011 - City Council approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

November 28, 2011 - CRA approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

December 1, 2011 - City Council approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

FUNDING:

Budget: \$150,000

Actual: \$150,000

FINANCIAL IMPACT:

Funding in the amount of \$50,000 is available in the CRA FY 2017 Budget and the remaining \$100,000 will be included in the CRA FY 2018 Budget for the Interlocal Agreement.

CITY ATTORNEY REVIEW: Yes

5/3/2017

STAFF CONTACT:

M. Helen Gibson, AICP, CRA Administrator

ATTACHMENTS:

- 1) Community Policing Interlocal Agreement FY 2018 and Remainder of FY 2017
- 2) Map of Community Policing Area

PRESENTATION: No

INTERLOCAL AGREEMENT
FOR COMMUNITY POLICING INNOVATIONS
FY 2018 AND BALANCE OF FY 2017

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** (the " Agreement"), is made and entered into as of this ____day of _____, 2017 and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

W I T N E S S E T H:

WHEREAS, the City Council of the City of Pensacola, Florida (the "City Council"), adopted Resolution No. 54-80 on September 25, 1980, which finding and determining the area described therein known as the "Urban Core Community Redevelopment Area," to be a "blighted area" (as defined in Section 163.340, Florida Statutes) and to be in need of redevelopment, rehabilitation and improvement, which finding and determination was reaffirmed in Resolution No. 65-81, adopted by the City Council on October 22, 1981; and

WHEREAS, on September 25, 1980, the City Council adopted Resolution No. 55-80, which, created the Community Redevelopment Agency, and declared the City Council to be the Agency as provided in Section 163.356, Florida Statutes; and

WHEREAS, on August 19, 2010, the City Council adopted Resolution 22-10, which amended Resolution No. 55-80 and provided for the continuation of the Pensacola Community Redevelopment Agency in conformity with the provisions of the 2010 Charter; and

WHEREAS, on March 8, 1984, the City Council adopted Ordinance No. 13-84, which created and established the Community Redevelopment Trust Fund for the Urban Core Community Redevelopment Area; and

WHEREAS, on March 27, 1984, the City Council of Pensacola, Florida, adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on April 6, 1989, the City Council adopted Resolution No. 18-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02-10, which repealed the Community Redevelopment Plan 1989 as amended and adopted the Urban Core Community Redevelopment Plan 2010; and

WHEREAS, the Agency is responsible for the implementation of the redevelopment plan for the redevelopment, rehabilitation and improvement of the urban core community redevelopment area in the City; and

WHEREAS, one of the primary obstacles to the redevelopment, rehabilitation and improvement of the urban core community redevelopment area is the perception of a lack of safety in areas that have seen decline over time and that are now stigmatized in the public mind; and

WHEREAS, the Redevelopment Act (hereinafter defined) authorizes municipalities and community redevelopment agencies to develop and implement Community Policing Innovations which in the singular is statutorily defined as “a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol”; and

WHEREAS, the Agency does not have nor exercise police powers nor employ police officers as needed to undertake Community Policing Innovations; and

WHEREAS, the City employs sworn law enforcement officers who have the police power and the ability to assist the Agency by focusing resources upon Community Policing Innovations in an effort to reduce crime within the Urban Core Community Redevelopment Area; and

WHEREAS, but for the cooperation of the parties and the assistance to be provided by the Agency to the City pursuant to this Agreement, the Agency would be without resources to undertake the Community Policing Innovations authorized by the Urban Core Community Redevelopment Plan; and

WHEREAS, the City and the Agency are willing to cooperate and provide assistance to each other and, to the extent permitted by law, all in such means and manner as will promote the rehabilitation and redevelopment of the urban core community redevelopment area, benefit the local economy, and be of substantial benefit to the Agency and the City by jointly undertaking community policing innovations within the urban core community redevelopment area;

WHEREAS, the Agency proposes to exercise its powers available under Part III, Chapter 163, Florida Statutes, as amended (the "Redevelopment Act") to aid, assist, and cause the rehabilitation and the redevelopment of the Urban Core Community Redevelopment Area to be accomplished by, among other things, using some of its "increment revenues" deposited in the Redevelopment Trust Fund (as hereinafter defined) together with funds provided by the City of

Pensacola General Fund to pay for certain Community Policing Innovations (hereinafter defined and referred to hereinafter as the “Project”) to be provided hereinafter by the City; and

WHEREAS, the City and the Agency desire to enter into an interlocal agreement setting forth the terms, conditions and responsibilities of a coordinated and collective effort to redevelop the Urban Core Community Redevelopment Area and continue to maintain the Project undertaken by the Agency; and

WHEREAS, the City and the Agency have determined that such an agreement to accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish important public purposes.

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the City and the Agency agree as follows:

ARTICLE 1: AUTHORITY

1.1. Authority.

This Agreement is entered into pursuant to and under the authority of Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes; Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981, Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

ARTICLE 2: DEFINITIONS

2.1. Definitions.

As used in this Agreement, the following capitalized terms shall have the following meanings, unless the context clearly indicates otherwise:

(1) “Act” means all or each of the following: Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981; Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

(2) “Agency” means the Community Redevelopment Agency of the City of Pensacola, Florida, and any successors or assigns.

(3) “Agency Payments” means, the periodic payments made by the Agency to the City from the Community Policing Innovations Account pursuant to Section 4.3 hereof.

(4) “Agency's Other Obligations” means the payment to be made by the Agency from Increment Revenues deposited in its Redevelopment Trust Fund in the manner, to the extent and so long as such payments are required, respectively, pursuant to resolutions or agreements adopted or entered into prior to or after the Effective Date and which are provided to be superior to the obligation of the Agency under this Agreement.

(5) “Agreement” means this Interlocal Agreement, including any amendments, revisions and exhibits thereto.

(6) “Available Increment Revenues” means Increment Revenues remaining from time to time in the Agency's Redevelopment Trust Fund after all payments and deposits required to be made therefrom for the Agency's Other Obligations have been made and paid by the Agency during that Fiscal Year.

(7) “City” means the City of Pensacola, Florida, a Florida municipal corporation, and any successors or assigns.

(8) “City Council” means the City Council, or such other body constituting the elected governing or legislative body of the City.

(9) “Community Policing Innovations” means law enforcement services provided by the City within the entirety of the Urban Core Community Redevelopment Area, in cooperation and in consultation with the Agency, to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the visitors district and community areas historically and currently prone to blight and less receptive to traditional law enforcement strategies, including, but not limited to, increased face to face contact with citizens, bike patrols, foot patrols, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, attendance at community functions that foster relationships based on trust where there has been a traditional divide or contentious relationship between the community and law enforcement, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

(10) “Community Policing Innovations Account” means the account created and established by Section 5.2 hereof and in which are deposited the Available Increment Revenues and from which the Agency Payments are made to fund the Community Policing Innovations described herein.

(11) “Community Redevelopment Area” or “Urban Core Community Redevelopment Area” means the area found to be a slum or blighted and described in Resolution No. 54-80, adopted by the City Council on September 25, 1980, as affirmed by Resolution No. 65-81, adopted by the City Council on October 22, 1981.

(12) “Effective Date” means the date on which this Agreement becomes effective as provided in Section 8.12 hereof.

(13) “Expiration Date” means the date on which this Agreement expires by its own terms and is no longer of any force and effect as provided in Section 8.7 hereof.

(14) “Fiscal Year” means the respective fiscal years of the City and the Agency commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive twelve (12) month period as may be hereafter designated pursuant to general law as the fiscal year of the Agency or the City, respectively.

(15) “Increment Revenues” means the funds received by the Agency and deposited in the Redevelopment Trust Fund in an amount equal to the incremental increase in ad valorem tax revenues calculated pursuant to Section 163.387, Florida Statutes, within the Community Redevelopment Area.

(16) “Plan” means the revised redevelopment plan for the Urban Core Community Redevelopment Area, adopted by the City Council on April 16, 1989, by the adoption of Resolution No. 19-89 as subsequently amended.

(17) “Redevelopment Trust Fund” means the trust fund of the Agency created and established by Ordinance No. 13-84, enacted by the City Council on March 8, 1984, into which Increment Revenues are deposited as provided by that ordinance (and any amendments or successors thereto) and the Redevelopment Act.

(18) “Termination Date” means September 30, 2018, or the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 7.5, whichever, occurs earlier.

2.2. Use of Words and Phrases.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word “person” shall include corporations and associations, including public bodies, as well as natural persons. “Herein”, “hereby”, “hereunder”, “hereof”, “hereinbefore”, “hereinafter”, and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

2.3. Florida Statutes.

Any and all references herein to the “Florida Statutes” are to the current statute and future amendments as they may be adopted.

ARTICLE 3: PURPOSE

3.1. Purpose.

The purpose of this Agreement is to induce, encourage and assist the redevelopment of the Community Redevelopment Area through assistance and cooperation in undertaking community policing innovations within the area. It is also the purpose of this agreement to avoid expending the Agency’s Increment Revenues (as defined in the Act) on general government operating expenses unrelated to the planning and carrying out of the Plan. It is also the purpose

of this Agreement to define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

ARTICLE 4: THE PROJECT

4.1. Description.

The Project consists of the City providing Community Policing Innovation services within the Urban Core Community Redevelopment Area, bounded by A Street, 17th Avenue, Cervantes Street, and Pensacola Bay, in its entirety, and in consideration of such services, the Agency Payments to the City.

4.2. Project Administration.

The City, in consultation and cooperation with the Agency, shall be responsible for and shall oversee the administration of the Project, and shall account to the Agency for all costs of the Project.

4.3. Agency Payments.

Within 45 days of receipt of periodic invoices from the City, accompanied by an accounting for the costs of the Project, the Agency shall pay from the Community Policing Innovations Account reimbursing Agency Payments to the City equal to the Actual costs of the Project. Provided, however, the sum of the Agency Payments shall not exceed \$150,000. Upon receipt of the Agency's written approval of any such invoice and accounting, the City's Chief Financial Officer may withdraw the Agency Payment directly from the Community Policing Innovations Account. Although this Sec. 4-3 contemplates and references the production of invoices, accountings and written approvals of invoices and accountings, these documents are accumulated and retained for subsequent auditing purposes and the periodic initiation and transfer of agency payments shall be accomplished through appropriate automated data processing means.

ARTICLE 5: FINANCING

5.1. General.

The parties mutually acknowledge and agree that the aggregate cost of undertaking Community Policing Innovations within the Community Redevelopment Area is not anticipated to exceed \$150,000 for Fiscal Year 2018 and the remainder of Fiscal Year 2017. The Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof. All other costs will be paid from other funds available to the City and set aside and committed for the purpose of paying such costs.

5.2. Community Policing Innovations Account.

(1) The Agency covenants and agrees to establish an account separate and distinct from the Redevelopment Trust Fund to be known as the Community Policing Innovations Account in which the Available Increment Revenues shall be deposited and disbursements made as provided herein. This account is intended to be and shall constitute an escrow account for the purpose of funding the Project.

(2) The Agency's Available Increment Revenues deposited in the Community Policing Innovations Account shall constitute trust funds to secure the payments required to be made by the Agency and until such transfer and deposit, the Agency shall act as trustee of its moneys for the purposes thereof and such moneys shall be accounted for separate and distinct from all other funds of the Agency and shall be used only as provided herein.

(3) The Community Policing Innovations Account shall be deposited and maintained in one or more banks, trust companies, national banking associations, savings and loan associations, savings banks or other banking associations which are under Florida law qualified to be a depository of public funds, as may be determined by the entity maintaining possession and control of such funds and accounts.

5.3 Available Increment Revenues.

(1) During the Fiscal Year commencing upon the effective date of this agreement through Termination Date, the Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof.

(2) The Agency hereby encumbers, commits and pledges the Available Increment Revenues for the purposes of the transfers required by this Section 5.3.

(3) The Agency covenants and agrees with the City and does hereby grant a lien in favor of the City on the funds on deposit in the Community Policing Innovations Account for the purposes set forth in this Agreement. Funds on deposit in this Community Policing Innovations Account may only be used to pay the Costs of the Project. Any funds remaining after all costs of the Project have been paid shall be used only in the manner authorized by Section 163.387(7), Florida Statutes.

5.4. Enforcement of Increment Revenues Collections.

The Agency is currently receiving Increment Revenues, having taken all action required by law to entitle it to receive the same, and the Agency will diligently enforce its rights to receive the Increment Revenues and will not take any action which will impair or adversely affect its right to receive such funds or impair or adversely affect in any manner the Agency's covenant to budget and appropriate Available Increment Revenues for deposit to the Community Policing Innovations Account. The Agency and the City covenant and agree, so long as the Agency is required to make the Agency Payments, to take all lawful action necessary or required to continue the entitlement of the Agency to receive the Increment Revenues as now provided by law or may later be authorized, and to make the transfers required by this Agreement. The City does hereby covenant and agree that, so long as the Agency is required to make the Agency

Payments, to timely budget, appropriate and pay into the Redevelopment Trust Fund in each fiscal Year the amount required of it to be so paid by the Redevelopment Act. Notwithstanding any other provision herein to the contrary, the failure of the enforcement of collection of Increment Revenues by the Agency will not relieve the City of its obligations hereunder to pay the City Payment.

5.5. No General Obligation.

Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of the Agency or the City or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the City or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement, including the payment of any principal or, premium, if any, and interest on any indebtedness relating to the Project.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Agency.

The Agency represents and warrants to the City that each of the following statements is presently true and accurate and can be relied upon by the City:

(1) The Agency is the duly designated community redevelopment agency of the City, a validly existing body politic and corporate of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document contemplated hereby to which the Agency is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Agency and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been or will be duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon any party or the Agency, under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Agency's special acts, applicable ordinances, resolutions or any other agreement or instrument to which the Agency is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Agency outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby to which the Agency is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the Agency enforceable against it in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from

time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency against the Agency, which question the existence of the Agency, the determination of slum and blight in the Community Redevelopment Area, the adoption or implementation of the Plan, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the successful redevelopment of the Community Redevelopment Area, the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

(5) This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable to the Agency.

6.2. Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate and can be relied upon by the Agency:

(1) The City is a municipal corporation created under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document to which it is or will be a party has been duly authorized by all necessary action on the part thereof, and has been or will be duly executed and delivered by, it and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as been duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on it, or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon it, under any indenture, mortgage, deed or trust, bank loan or credit agreement, charter, applicable ordinances, resolutions or any other agreement or instrument, specifically including any covenants of any bonds, notes, or other forms of indebtedness outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby constitutes, or when entered in will constitute, a legal, valid and binding obligation enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency against it, which question its existence, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(5) This Agreement does not violate any laws, ordinance, rules, regulations, orders, contract, or agreements that are or will be applicable to the City.

ARTICLE 7: DEFAULT; TERMINATION

7 .1. Default by the Agency.

(1) Provided the City is not in default under this Agreement as set forth in Section 7.2 hereof, there shall be an “event of default” by the Agency under this Agreement upon the occurrence of any one or more of the following:

(a) The Agency fails to perform or comply with any material provision of this Agreement and such nonperformance shall have continued, after written notice thereof by the City to the Agency; or

(b) The Agency shall have failed or refused to make any of the Agency Payments when due and payable; or

(c) The Agency shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Agency of any material part of its properties; or

(d) Within sixty (60) days after the commencement of any proceeding by or against the Agency seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of the Agency or any trustee, receiver or liquidator of the Agency or of any material part of its properties, such appointment shall not have been vacated.

(2) If any “event of default” described in Subsection 7.1(1) hereof shall have occurred, the City may, after giving thirty (30) days written notice of such event of default to the Agency, and upon expiration of such thirty (30) day notice period, if such event of default has not been cured, terminate this Agreement or institute an action seeking such remedies as are available to the City, or both.

7 .2. Default by the City.

(1) Provided the Agency is not then in default under this Agreement, there shall be an “event of default” by the City to this Agreement under this Agreement upon the occurrence of any the following:

(a) The City does not perform as required hereunder and such nonperformance shall have continued, after written notice thereof by the Agency to the City; or

(b) The City shall have failed or refused to proceed with or cause the timely completion of the Project.

(2) If an "event of default" described in Subsection 7.2(1) hereof shall have occurred, the Agency, after giving thirty (30) days written notice of such event of default to the City and upon the expiration of such thirty (30) day period if such event of default has not been cured, may terminate this Agreement or institute an action seeking such remedies as are available to the Agency hereunder.

7.3. Obligations, Rights and Remedies Not Exclusive.

The rights and remedies specified herein to which either the Agency or the City are entitled are not exclusive and are not intended to be to the exclusion of any other remedies or means or redress to which any party hereto may otherwise lawfully be entitled.

7.4. Non-Action or Failure to Observe Provisions of this Agreement.

The failure of any party hereto to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any available right or remedy, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

7.5. Effect of Termination.

(1) Upon the occurrence of an event described in Section 7.1 or 7.2 hereof and receipt by any party of an election to terminate this Agreement pursuant to Sections 7.1 or 7.2 hereof, then this Agreement shall terminate and all obligations of any parties hereto shall then cease and be released and no longer be of any force and effect.

(2) In the event of a termination of this Agreement pursuant to this Section 7.5, no party hereto shall be obligated or liable to any other in any way, financial or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by any party hereto, hereunder or contemplated hereby.

ARTICLE 8: MISCELLANEOUS

8.1. Amendments.

This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

8.2. This Agreement Constitutes a Contract.

All parties hereto acknowledge that they will rely on the pledges, covenants and obligations created herein for the benefit of the parties hereto, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of it becoming effective as provided in Section 8.12.

8.3. Assignment.

No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

8.4. Severability.

The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

8.5. Controlling Law; Venue.

Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

8.6. Members Not Liable.

(1) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in its, his or their individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

8.7. Expiration of Agreement.

(1) Unless sooner terminated as provided in Article 7, this Agreement shall expire and terminate on the Termination Date.

(2) The parties hereto covenant and agree that upon this Agreement expiring and terminating all rights, privileges, obligations and responsibilities of any party hereunder shall expire and be of no force and effect, except to the extent any provision hereof expressly survives expiration as provided herein and survives termination as provided in Section 7.5.

(3) Any funds remaining in the Community Policing Innovations Account upon the expiration of this Agreement, which are not encumbered or obligated for any payment shall be used only in the manner authorized by Section 163.387, Florida Statutes.

8.8. Third Party Beneficiaries.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof.

8.9. Notices.

(1) Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

To the Agency: Community Redevelopment Agency of
The City of Pensacola, Florida
Post Office Box 12910
Pensacola, Florida 32521-0001
Attention: Administrator

To the City: City of Pensacola
Post Office Box 12910
Pensacola, Florida 32521-0001
Attention: City Administrator

(2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above or as changed pursuant to this Section 8.9.

8.10. Execution of Agreement.

This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in Section 8.11 hereof, his or her signature shall nevertheless be valid and sufficient for

all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

8.11. Filing with County Clerk of the Court.

The City Clerk is hereby authorized and directed after approval of this Agreement by the Agency and the City Council and the execution hereof by the duly qualified and authorized officers of each of the parties hereto as provided in Section 8.10 hereof, to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County Florida, as provided by Section 163.01(11), Florida Statutes.

8.12. Effective Date.

This Agreement shall become effective immediately upon filing with the Clerk of the Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes.

8.13. City and Agency Not Liable.

Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, FLORIDA

CITY OF PENSACOLA, FLORIDA

Jewel Cannada-Wynn, CRA Chairperson

Ashton J. Hayward, III, Mayor

Attest:

Attest:

Ericka L. Burnett, City Clerk

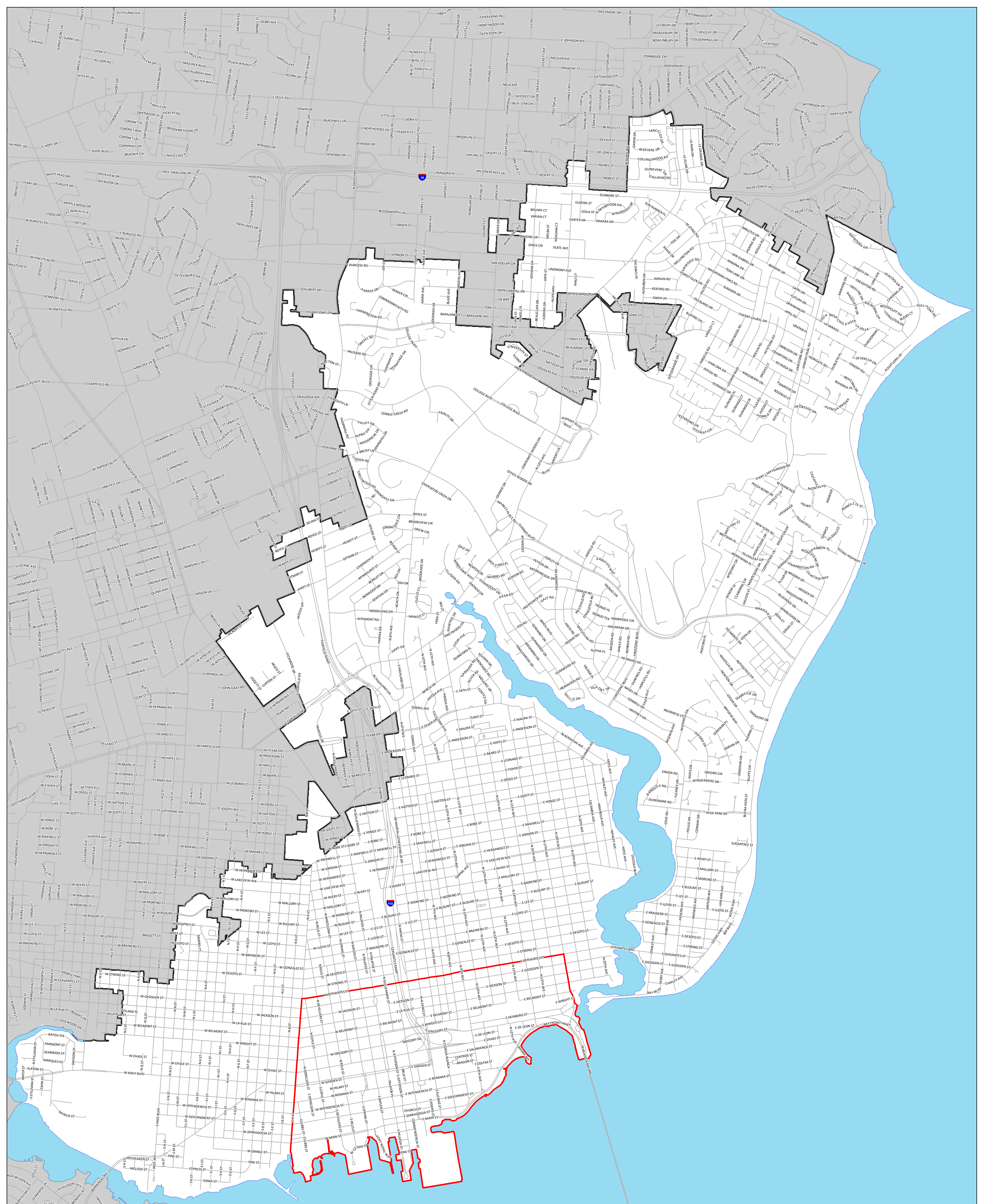
Ericka L. Burnett, City Clerk

Approved as to Content:

Approved as to Form and Execution:

M. Helen Gibson,
CRA Administrator

Lysia Bowling, City Attorney



0 0.175 0.35 Miles

Date: 6/8/2015

Legend

- Urban Core CRA
- Streets selection



Memorandum

File #: 17-00282

Community Redevelopment Agency

5/8/2017

ACTION ITEM

SPONSOR: Jewel Cannada-Wynn, Chairperson

SUBJECT:

AMENDMENT OF THE DOWNTOWN PARKING MANAGEMENT DISTRICT INTERLOCAL AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY AND THE DOWNTOWN IMPROVEMENT BOARD REMOVING 150 S. BAYLEN STREET

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve and authorize the CRA Chairperson to take any and all actions necessary to amend the Interlocal Agreement between the CRA and the Pensacola Downtown Improvement Board (DIB) governing the Downtown Parking Management District and Parking Facilities to remove the CRA-owned property located at 150 S. Baylen Street.

SUMMARY:

In 2007, the CRA and the City of Pensacola each entered into Interlocal Agreements (IAs) with the DIB for the creation of a Downtown Parking Management District providing a comprehensive strategy for centralized and efficient management of downtown parking and facilities. These agreements transferred management of CRA and City-owned parking facilities in the downtown business district to the DIB. The 0.42 acre property, owned by the CRA, located at 150 S. Baylen Street, currently serves as a surface parking lot and is included among the list of sites covered by these IAs.

The Community Redevelopment Agency has stated its desire to comprehensively market available CRA-owned properties in the Urban Core Community Redevelopment Area. To date, the positioning of parcels for redevelopment has been an effective tool in the successful revitalization of Pensacola's Downtown Urban Core. On August 9, 2016, the CRA approved a contract with NAI/Halford for Realtor Services for disposition of CRA-owned properties. On March 30, 2017, NAI/Halford received a full price offer for purchase of 150 S. Baylen Street which was presented to the CRA. On April 10, 2017, the CRA approved the sale of the site.

In order to facilitate the potential disposition of the property, this site must be removed from the Interlocal Agreements governing downtown parking management and facilities between the City and the DIB, and the CRA and the DIB. The DIB has indicated its consent to the removal of the parking lot at 150 S. Baylen Street from the list of properties covered by the Parking Management District Interlocal Agreement to facilitate its sale. The attached amendment to the Interlocal Agreement must be executed by the City, the CRA and the DIB.

PRIOR ACTION:

September 10, 2007 - The CRA approved execution of an Interlocal Agreement for creation of a comprehensive Downtown Parking Strategy for Management of Downtown Parking Facilities.

September 13, 2007 - City Council approved execution of an Interlocal Agreement for creation of a comprehensive Downtown Parking Strategy for Management of Downtown Parking Facilities.

November 13, 2007 - City Council adopted an ordinance establishing a Downtown Parking Management of District.

February 9, 2015 - The CRA approved the utilization of professional real estate services to assist with marketing available CRA and/or City-owned properties within the CRA.

January 11, 2016 - The CRA approved an amendment to the Interlocal agreement with the DIB governing the Downtown Parking Management District and Parking Facilities to remove the CRA owned property located at 120 W. Government Street.

January 14, 2016 - City Council approved an amendment to the Interlocal agreement with the DIB governing the Downtown Parking Management District and Parking Facilities to remove the CRA owned property located at 120 W. Government Street.

May 9, 2016 - The CRA approved the issuance of Request For Proposals (RFP) for one realtor from the City's list of Qualified Real Estate Professionals to market CRA-owned property.

August 9, 2016 - The CRA approved a contract with NAI/Halford for Realtor Services for disposition of CRA-owned properties.

December 5, 2016 - The CRA declared the property surplus.

December 23, 2016 - A 30 day Notice of Property Disposition/RFP was published.

FUNDING:

N/A

FINANCIAL IMPACT:

The CRA will receive revenue at fair market value of the property, in addition to increased property tax revenue.

CITY ATTORNEY REVIEW: Yes

5/3/2017

STAFF CONTACT:

M. Helen Gibson, AICP, CRA Administrator

ATTACHMENTS:

- 1) Amendment No. 2 Parking Management District Interlocal Agreement between the CRA and the Downtown Improvement Board

PRESENTATION: No

AMENDMENT NO. 2 TO INTERLOCAL AGREEMENT
BETWEEN THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF PENSACOLA, FLORIDA AND
THE PENSACOLA DOWNTOWN IMPROVEMENT BOARD
FOR THE CREATION OF A COMPREHENSIVE DOWNTOWN
PARKING STRATEGY FOR CENTRALIZED AND EFFICIENT
MANAGEMENT OF DOWNTOWN PARKING FACILITIES

THIS AMENDMENT NO. 2 TO INTERLOCAL AGREEMENT ("Amendment No. 2") is made and entered into this __ day of _____, 2017, by and between the Community Redevelopment Agency of the City of Pensacola ("CRA"), a municipal corporation of the State of Florida, and the Pensacola Downtown Improvement Board ("DIB"), a public body corporate and politic with administrative offices at 41 North Jefferson Street, Suite 401, Pensacola, Florida 32502 (collectively, the "Parties").

WHEREAS, on November 29, 2007, the CRA and the DIB entered into an Interlocal Agreement for the creation of a comprehensive downtown Pensacola parking strategy for centralized and efficient management of downtown parking facilities ("Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement established a Parking Management District in Downtown Pensacola, Florida as defined in Section 2 of the Interlocal Agreement; and

WHEREAS, Section 3 of the Interlocal Agreement provides the Parties may increase or decrease by amendment the Parking Facilities in the Parking Management District as defined in Sections 2 and 3 of the Interlocal Agreement; and

WHEREAS, the CRA and DIB agree to remove the property identified as 150 S. Baylen Street, Pensacola, Florida from the Parking Facilities and Parking Management District in the Interlocal Agreement; and

WHEREAS, provided the above recitals, both the CRA and DIB desire to continue the parking strategy and management embodied in the Interlocal Agreement; and

WHEREAS, the CRA and DIB now desire to amend the Interlocal Agreement upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the recitals above and mutual covenants and agreements herein contained, it is agreed by the CRA and DIB that the Interlocal Agreement shall be amended as follows:

1. The Parties agree that the recitals above are true and correct and are hereby incorporated into this Amendment.

2. Section 3 of the Interlocal Agreement is amended to exclude any and all property located at 150 S. Baylen Street, Pensacola, Florida. However, the DIB shall continue to manage the parking at all property located at 150 S. Baylen Street, Pensacola, Florida per the terms of the Interlocal Agreement until such time as the CRA has conveyed, by lease or fee simple, all property located at 150 S. Baylen Street, Pensacola, Florida to a third party.
3. The remaining provisions of the Interlocal Agreement shall remain in full force and effect.
4. This Amendment No. 2 to the Interlocal Agreement shall be recorded by the CRA upon full execution.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument of amendment on the date first written above.

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA

ATTEST:

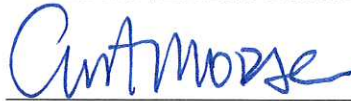
CRA Chairperson

City Clerk

Witnesses:

PENSACOLA DOWNTOWN
IMPROVEMENT BOARD

ATTEST:



Witnesses:

Approved as to substance:

Legal in form and valid as drawn:

Title

City Attorney



Memorandum

File #: 17-00273

Community Redevelopment Agency

5/8/2017

ACTION ITEM

SPONSOR: Jewel Cannada-Wynn, Chairperson

SUBJECT:

EASTSIDE NEIGHBORHOOD PLAN AMENDMENT TO ESTABLISH TIME CERTAIN

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) recommend to City Council the amendment of the Eastside Neighborhood Plan Element of the Urban Infill and Redevelopment Plan to establish and incorporate therein a time certain which maximizes the number of years currently allowed under Chapter 163, Part III, Florida Statutes.

SUMMARY:

On October 26, 2000, City Council adopted the Urban Infill and Redevelopment Area Plan (“Plan”) pursuant to Chapter 163.2517, Growth Policy Act, Florida Statutes. City Council amended and re-adopted the Plan on October 27, 2005 by adoption of Ordinance No. 15-05 to incorporate the Eastside Neighborhood Plan element and subsequently took action to establish the Eastside Neighborhood Trust Fund to provide funding for implementation of the Plan through Tax Incremental Financing (TIF) pursuant to Chapter 163 Part III, Community Redevelopment, Florida Statutes, for a period of twenty (20) years beginning in 2005 and terminating during fiscal year 2025. An additional amendment was adopted by City Council on August 28, 2014, adding program elements.

In accordance with Florida Statutes (F.S.) 163.362(10):

“Every community redevelopment plan shall.... Provide a time certain for completing all redevelopment financed by increment revenues. ...for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the plan is approved or adopted.”

The proposed amendment will establish and incorporate into the Plan, a time certain for completing all redevelopment financed by TIF beginning in 2005, the fiscal year after plan adoption, and terminating at the close of fiscal year 2045. This action will maximize the plan implementation period currently allowable under Florida Statutes. A twenty (20) year extension of TIF revenue for the Eastside Redevelopment Trust Fund was approved by the CRA Board on April 10, 2017 and will be submitted to City Council for consideration concurrently with the proposed Plan amendment.

PRIOR ACTION:

October 26, 2000 - City Council adopted the Urban Infill and Redevelopment Plan.

February 12, 2004 - City Council adopted the Eastside Neighborhood Plan.

October 27, 2005 - City Council adopted Ordinance No. 15-05 incorporating the Eastside Neighborhood Plan into the Urban Infill & Redevelopment Plan (UIRP).

October 27, 2005 - City Council adopted Ordinance No. 16-05 establishing and providing funding for the Eastside Redevelopment Trust Fund.

August 28, 2014 - City Council adopted Ordinance No. 30-14 adding program elements into the Eastside Neighborhood Plan Element of the UIRP.

FUNDING:

Budget: NA

Actual: NA

FINANCIAL IMPACT:

Future Tax Increment Revenues will fund additional redevelopment projects in the Eastside Redevelopment Area.

CITY ATTORNEY REVIEW: Yes

5/3/2017

STAFF CONTACT:

M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) F.S. 163.362 - Contents of Community Redevelopment Plan

PRESENTATION: No

Select Year:

The 2016 Florida Statutes

Title XI
 COUNTY ORGANIZATION AND INTERGOVERNMENTAL
 RELATIONS

Chapter 163
 INTERGOVERNMENTAL
 PROGRAMS

[View Entire
Chapter](#)

163.362 Contents of community redevelopment plan.—Every community redevelopment plan shall:

- (1) Contain a legal description of the boundaries of the community redevelopment area and the reasons for establishing such boundaries shown in the plan.
- (2) Show by diagram and in general terms:
 - (a) The approximate amount of open space to be provided and the street layout.
 - (b) Limitations on the type, size, height, number, and proposed use of buildings.
 - (c) The approximate number of dwelling units.
 - (d) Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.
- (3) If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.
- (4) Identify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.
- (5) Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.
- (6) Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.
- (7) Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.
- (8) Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefor.
- (9) Contain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.
- ★ (10) Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the plan is approved, adopted, or amended pursuant to s. 163.361(1). However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the plan is approved or adopted.
- (11) Subsections (1), (3), (4), and (8), as amended by s. 10, chapter 84-356, Laws of Florida, and subsections (9) and (10) do not apply to any governing body of a county or municipality or to a community redevelopment agency if such governing body has approved and adopted a community redevelopment plan pursuant to s. 163.360 before

chapter 84-356 became a law; nor do they apply to any governing body of a county or municipality or to a community redevelopment agency if such governing body or agency has adopted an ordinance or resolution authorizing the issuance of any bonds, notes, or other forms of indebtedness to which is pledged increment revenues pursuant only to a community redevelopment plan as approved and adopted before chapter 84-356 became a law.

History.—s. 5, ch. 77-391; s. 7, ch. 83-231; ss. 10, 22, ch. 84-356; s. 5, ch. 93-286; s. 6, ch. 94-236; s. 6, ch. 2002-294.

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Memorandum

File #: 17-00293

Community Redevelopment Agency

5/8/2017

DISCUSSION ITEM

FROM: Jewel Cannada-Wynn, Chairperson

SUBJECT:

CRA MEETING SCHEDULE AND TIME

REQUEST:

That the Community Redevelopment Agency (CRA) discuss rescheduling future CRA meetings to be held on the 3rd Tuesday of each month at 3:30 p.m.

SUMMARY:

Community Redevelopment Agency meetings are currently scheduled to follow the 3:30 p.m. City Council Agenda Conference. CRA board members are asked to discuss the potential to reschedule future CRA meetings to be held on the 3rd Tuesday of each month at 3:30 p.m. CRA staff has confirmed the availability of the proposed meeting schedule with the Office of the City Council. No potential conflicts have been identified.

PRIOR ACTION:

None.

STAFF CONTACT:

M. Helen Gibson, AICP, CRA Administrator

ATTACHMENTS:

None.

PRESENTATION: No