



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, March 11, 2019, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

CALL MEETING TO ORDER

Members: Jewel Cannada-Wynn, Chairperson, Jared Moore, Vice Chairperson, P.C. Wu, Ann Hill, Sherri Myers, Andy Terhaar, Gerald Wingate

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. [19-00120](#) MINUTES OF CRA MEETING - 2/11/19

Sponsors: Jewel Cannada-Wynn

Attachments: [021119CRAmin](#)

PRESENTATIONS

ACTION ITEMS

2. [19-00121](#) AWARD OF CONTRACT FOR CONSTRUCTION OF SOUTH PALAFOX
PLACE IMPROVEMENTS

Recommendation: That the Community Redevelopment Agency (CRA) award a contract for construction of South Palafox Place Sidewalk Improvements, Phases 1, 2 and 3 to Executive Landscaping, Inc., of Pensacola, Florida, the lowest and most responsible quote with a base quote of \$277,462.50, plus a 10% contingency of \$27,746.25, for a total amount of \$305,208.75. Further, that the CRA authorize the Chairperson to execute the contract and take all actions necessary to complete the project.

Attachments: [SOUTH PALAFOX PLACE SIDEWALK IMPROVEMENTS - SUMMARY OF](#)
[South Palafox Place Sidewalk Improvements-Summary of Quotes, Phase 2](#)
[South Palafox Place Sidewalk Improvements-Summary of Quotes, Phase 3](#)

3. [19-00122](#) APPROVAL OF REVISIONS TO RESIDENTIAL PROPERTY
IMPROVEMENT PROGRAM GUIDELINES AND DOCUMENTS

Recommendation: That the Community Redevelopment Agency (CRA) approve guideline and document revisions for the approved CRA Residential Property Improvement Program.

Attachments: [Residential Repair Program Guidelines - Revisions 2_12_19](#)
[Program Funding Agreement- Revisions 022119](#)

DISCUSSION ITEMS

INFORMATION ITEMS

4. [19-00100](#) FISCAL YEAR 2018 COMMUNITY REDEVELOPMENT AGENCY
ANNUAL REPORT

Sponsors: Jewel Cannada-Wynn

5. [19-00123](#) LEGISLATIVE UPDATE: FLORIDA HOUSE AND SENATE BILLS 9 AND
1054

Sponsors: Jewel Cannada-Wynn

Attachments: [FRA Overview - HB 9 & SB 1054](#)

OPEN FORUM

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 #: 19-00120

Community Redevelopment Agency

3/11/2019

SUBJECT:

MINUTES OF CRA MEETING - 2/11/19

Approval of CRA meeting minutes for February 11, 2019.



City of Pensacola

COMMUNITY REDEVELOPMENT AGENCY

Meeting Minutes

February 11, 2019

4:17 P.M.

Hagler/Mason Conference Room

Chairperson Cannada-Wynn called the meeting to order at 4:17 P.M.

CALL MEETING TO ORDER

CRA Members Present: Jewel Cannada-Wynn, Ann Hill, Jared Moore, Sherri Myers, Andy Terhaar, Gerald Wingate, P.C. Wu

CRA Members Absent: None.

BOARD MEMBERS DISCLOSE OWNERSHIP OR CONTROL OF INTEREST DIRECTLY OR INDIRECTLY OF PROPERTY IN THE COMMUNITY REDEVELOPMENT AREA

CRA Members Hill and Terhaar (individually) disclosed ownership or control of interest directly or indirectly of property in the Community Redevelopment Area.

CHAIRMAN'S REPORT

None.

APPROVAL OF MINUTES

1. [19-00068 MINUTES OF CRA MEETING - 1/14/19](#)

A motion to approve was made by CRA Member Terhaar and seconded by CRA Member Moore.

The motion carried by the following vote:

Yes: 7	Andy Terhaar, Ann Hill, Gerald Wingate, Jared Moore, Jewel Cannada-Wynn, P.C. Wu, Sherri Myers
No: 0	None

PRESENTATIONS

None.

ACTION ITEMS

2. [19-00071](#) COMMUNITY REDEVELOPMENT AGENCY MEETING SCHEDULE - 2019

Recommendation: That the Community Redevelopment Agency (CRA) approve the attached schedule of regular monthly meetings for the remainder of 2019.

A motion to approve was made by CRA Member Terhaar and seconded by CRA Member Moore.

The motion carried by the following vote:

Yes: 7	Andy Terhaar, Ann Hill, Gerald Wingate, Jared Moore, Jewel Cannada-Wynn, P.C. Wu, Sherri Myers
No: 0	None

3. [19-00060](#) WAIVER OF PLAZA DE LUNA DOCKING FEES FOR JUAN SEBASTIAN DE ELCANO SPANISH NAVAL SAILING SHIP

Recommendation: That the Community Redevelopment Agency (CRA) approve a fee waiver for docking of the Juan Sebastian de Elcano Spanish Naval Sailing Ship at Plaza de Luna from March 31, 2019 to April 5, 2019.

A motion to approve was made by CRA Member Hill and seconded by CRA Member Terhaar.

Brief discussion took place with CRA Administrator Gibson responding accordingly to questions.

Public input was heard from Dorothy Dubuisson.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

Yes: 7	Andy Terhaar, Ann Hill, Gerald Wingate, Jared Moore, Jewel Cannada-Wynn, P.C. Wu, Sherri Myers
No: 0	None

ACTION ITEMS (CONT'D.)

4. [2019-02 CRA RESOLUTION NO. 2019-02 CRA - AUTHORIZING THE EXECUTION OF A FLORIDA BEAUTIFICATION GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION](#)

Recommendation: That the Community Redevelopment Agency (CRA) adopt Resolution No. 2019-02 CRA.

A RESOLUTION OF THE CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A FLORIDA BEAUTIFICATION GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION

A motion to adopt was made by CRA Member Hill and seconded by CRA Member Cannada-Wynn.

Discussion ensued among CRA Members regarding the scope of this project. CRA Assistant Administrator D'Angelo and CRA Administrator Gibson responded accordingly to questions.

Public input was heard from Drew Buchanan and Dorothy Dubuisson.

Discussion continued throughout public input and follow-up remarks following.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

Yes: 7	Andy Terhaar, Ann Hill, Gerald Wingate, Jared Moore, Jewel Cannada-Wynn, P.C. Wu, Sherri Myers
No: 0	None

ACTION ITEMS (CONT'D.)

5. [2019-03 CRA SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-03 CRA - FLORIDA BEAUTIFICATION GRANT](#)

Recommendation: That the Community Redevelopment Agency adopt Supplemental Budget Resolution No. 2019-03 CRA:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019, PROVIDING FOR AN EFFECTIVE DATE.

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

The motion carried by the following vote:

Yes: 7	Andy Terhaar, Ann Hill, Gerald Wingate, Jared Moore, Jewel Cannada-Wynn, P.C. Wu, Sherri Myers
No: 0	None

DISCUSSION ITEMS

None.

INFORMATION ITEMS

6. [19-00078 WESTSIDE HOUSING DEVELOPMENT UPDATE](#)

No discussion.

CRA Administrator Gibson provided updates on the following:

- Staffing - - third full-time employee needed.
- Grant writing activities
- Multi-Modal Transportation Projects to be submitted to Transportation Planning Organization (TPO) this week (referred to hand-out).

Some discussion took place.

Public input was heard from Dorothy Dubuisson.

OPEN FORUM

Dorothy Dubuisson: Addressed the CRA Board urging consideration of establishing an advisory board for the Urban Core as such with the Eastside and Westside and specifically stated how she believes the stakeholders of that district are not being engaged properly at the citizen level.

Some follow-up discussion took place. CRA Member Myers commented on the need for a City-wide Complete Streets Plan. CRA Member Terhaar inquired of the implementation of the CRA Overlay District with CRA Administrator Gibson indicated the next step will be to bring to City Council (for public hearing).

ADJOURNMENT

5:04 P.M.

Approved:_____

Prepared by City Clerk Staff/rmt



City of Pensacola
COMMUNITY REDEVELOPMENT AGENCY MEETING

SPEAKER CARD

Date: 2/18/18

Name: DREW BURNAM

Contact (Optional): 259-7894

Address: 211 S FLA BLVD ST

Agenda Item: 4/5

Comments: GARDEN ST IMPROVEMENTS



City of Pensacola
COMMUNITY REDEVELOPMENT AGENCY MEETING

SPEAKER CARD

Date: 2/11/2019

Name: Dottie Dubuiss

Contact (Optional): _____

Address: 1308 N. Barcelona

Agenda Item: Public forum + A Pens Devillon item

Comments: _____

#3
(also)



Memorandum

File #: 19-00121

Community Redevelopment Agency

3/11/2019

ACTION ITEM

SPONSOR: Jewel Cannada Wynn, Chairperson

SUBJECT:

AWARD OF CONTRACT FOR CONSTRUCTION OF SOUTH PALAFOX PLACE IMPROVEMENTS

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) award a contract for construction of South Palafox Place Sidewalk Improvements, Phases 1, 2 and 3 to Executive Landscaping, Inc., of Pensacola, Florida, the lowest and most responsible quote with a base quote of \$277,462.50, plus a 10% contingency of \$27,746.25, for a total amount of \$305,208.75. Further, that the CRA authorize the Chairperson to execute the contract and take all actions necessary to complete the project.

SUMMARY:

A Solicitation for Quotes was sent to a list of 25 qualified contractors, including 5 M/WBE and SBE contractors. A total of two contractors submitted responses, which were received on February 14, 2019. No M/WBE responses were received. The lowest responsible quote was received from Executive Landscaping, Inc.

PRIOR ACTION:

None

FUNDING:

Budget: \$305,210.00

Actual:	\$ 98,937.50	Phase 1
	85,412.50	Phase 2
	93,112.50	Phase 3
	<u>\$277,462.50</u>	Construction Contract Base Bid
	<u>27,746.25</u>	10% Contingency
	<u>\$305,208.75</u>	Total

FINANCIAL IMPACT:

Funding has been allocated from property sales proceeds in the Community Redevelopment Agency Fund and is available for this project.

CITY ATTORNEY REVIEW: Yes

2/28/2019

STAFF CONTACT:

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

ATTACHMENTS:

- 1) South Palafox Place Sidewalk Improvements-Summary of Quotes, Phase 1
- 2) South Palafox Place Sidewalk Improvements-Summary of Quotes, Phase 2
- 3) South Palafox Place Sidewalk Improvements-Summary of Quotes, Phase 3

PRESENTATION: No

2-12-19 @ 2:30PM

	Lowest Quote
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SUMMARY OF QUOTES

PROJECT: SOUTH PALAFOX PLACE SIDEWALK IMPROVEMENTS, PHASE 2

2-12-19 @ 2:30PM

				EXECUTIVE LANDSCAPING, INC		BIRKSHIRE JOHNSTONE			
Item No.	Brief Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Demobilization, and Erosion Control (incl. silt fence, outlet protection, haybales, sand bags, turbidity barrier, etc.)	1	LS	5,000.00	\$ 5,000.00	41,000.00	\$ 41,000.00		\$ -
2	Remove brick Pavers along with Grout/Sand Base, Replace Bricks on Compacted base with 1.5 inches of Bedding Sand	5,152	SF	6.922069099	\$ 35,662.50	15	\$ 77,280.00		\$ -
3	6" Thick Compacted Crushed Concrete Base	5,152	SF	8.54	\$ 43,975.00	2.8	\$ 14,425.60		\$ -
4	Pavers	155	each	5.00	\$ 775.00	1	\$ 155.00		\$ -
	TOTAL				\$ 85,412.50		\$ 132,860.60		\$ -
	Lowest Quote								

SUMMARY OF QUOTES

PROJECT: SOUTH PALAFOX PLACE SIDEWALK IMPROVEMENTS, PHASE 3

2-12-19 @ 2:30PM

				EXECUTIVE LANDSCAPING		BIRKSHIRE JOHNSTONE			
Item	Brief Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
No.									
1	Mobilization, Demobilization, and Erosion Control (incl. silt fence, outlet protection, haybales, sand bags, turbidity barrier, etc.)	1	LS	5,000.00	\$ 5,000.00	45000	\$ 45,000.00		\$ -
2	Remove and Replace pavers in MLK Plaza. Cut tree roots or add bedding sand where necessary	1,200	SF	6.416666667	\$ 7,700.00	23	\$ 27,600.00		\$ -
3	Remove Brick Pavers South of Garden Street along with Grout/Sand Base. Replace Bricks on Compacted base with 1.5 inches of Bedding Sand	5,152	SF	6.922069099	\$ 35,662.50	15	\$ 77,280.00		\$ -
4	6" Thick Compacted Crushed Concrete Base	5,152	SF	8.535520186	\$ 43,975.00	3	\$ 15,456.00		\$ -
5	Pavers	155	each	5.00	\$ 775.00	1	\$ 155.00		\$ -
	TOTAL				\$ 93,112.50		\$ 165,491.00		\$ -
	Lowest Quote								



Memorandum

File #: 19-00122

Community Redevelopment Agency

3/11/2019

ACTION ITEM

SPONSOR: Jewel Cannada Wynn, Chairperson

SUBJECT:

APPROVAL OF REVISIONS TO RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM GUIDELINES AND DOCUMENTS

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve guideline and document revisions for the approved CRA Residential Property Improvement Program.

SUMMARY:

The Community Redevelopment Agency (CRA) approved the CRA Residential Property Improvement Program (RPIP) for administration within targeted segments of the designated redevelopment areas. Implementation of residential property improvement programs is identified as a key redevelopment strategy within each of the City of Pensacola's adopted community redevelopment plans. Principle program goals include blight removal and resident retention through preservation of existing affordable housing stock.

The CRA further approved an agreement with the West Florida Regional Planning Council (WFRPC) for administration of the property improvement program. Since approval, CRA staff has been working closely with the WFRPC to implement the program. However, the current requirement for homeowners insurance is posing a barrier to program participation for many homeowners. Additionally, elderly owners are concerned that, should they pass away within the lien period, their properties will be lost by their heirs.

WFRPC administers the SHIP funded housing rehabilitation programs in Santa Rosa and Walton counties. Homeowners insurance is not required for rehabilitation projects under these other programs. WFRPC staff is also aware of other cities that do not have an insurance requirement in their programs.

To maximize participation and the opportunity for transformative impact and visible blight reduction, staff recommends that the CRA approve revision of the RPIP program guidelines and related documents, in substantially the form attached, to remove the property owners insurance requirement and to allow the lien to be transferred to a qualifying heir, without default.

PRIOR ACTION:

April 10, 2017 - The CRA approved the FY17/18 CRA Work Plan which included development of a residential rehabilitation program.

January 8, 2018 - The CRA approved the Residential Property Improvement Program Guidelines and the Agreement with WFRPC for program administration.

May 7, 2018 - The CRA approved the FY18/19 CRA Work Plan which included implementation of the Residential Property Improvement Program.

September 10, 2018 - The CRA approved revisions to of the Residential Property Improvement Program guidelines and prioritization criteria.

FUNDING:

NA

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Choose an item.

[Click here to enter a date.](#)

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Residential Repair Program Guidelines- Revisions 2_12_19
- 2) Program Funding Agreement - Revisions 022119

PRESENTATION: No

RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM GUIDELINES

1. **PROGRAM PURPOSE:** The Residential Property Improvement Program (the “Program” or “RPIP”) is designed to support blight removal by encouraging reinvestment in deteriorating housing infrastructure, to revitalize neighborhoods, to preserve affordability for residents and to preserve the tax base within the designated Community Redevelopment Areas of the City of Pensacola by funding the rehabilitation and physical improvement of priority residential properties. The public purposes addressed by the Program are consistent with those authorized by the Community Redevelopment Act Chapter 163 of the Florida Statutes, including the elimination of blight, revitalization of neighborhoods, the elimination or improvement of the shortage of affordable housing for low or moderate income residents and the preservation or enhancement of the taxbase.
2. **PROGRAM ADMINISTRATION:** The program is administered on behalf of the City of Pensacola Community Redevelopment Agency (CRA) by the West Florida Regional Planning Council (WFRPC) in accordance with these guidelines.

PROGRAM FUNDING: The funding for priority property improvements and repairs made under this program is provided by CRA Tax Increment Financing (TIF). Funding for this program is limited to the funding approved in the CRA annual budget.

3. **PROJECT FUNDING:** Improvements to priority properties are subject to funding availability and conformance with the terms of these program guidelines. To leverage limited resources, properties will be evaluated on a case by case basis for identification as a priority property for funding under this program. When all available funding has been committed to eligible households, any remaining list of interested homeowners will not be retained. Unserved applicants can reapply to the RPIP when additional funding becomes available.
4. **PROJECT SELECTION CRITERIA:** Priority properties will be funded for repairs or improvements under this program based on the physical condition requiring rehabilitation and the geographic location within targeted districts of the City’s designated community redevelopment areas. Priority consideration will be given to key eyesores, properties located near other neighborhood reinvestment sites and properties located in proximity to other properties funded under this program. Priority properties may include both single and multi-family dwellings which are deteriorating and in need of exterior and other improvements, but are not so severely deteriorated as to require action beyond the program’s scope as determined by the WFRPC program inspector’s evaluation. These units may either be owner-occupied or rental properties.
5. **TYPE OF ASSISTANCE:** The program will provide zero percent (0%) interest, deferred payment loans, secured by a lien, to eligible owners of priority owner-

occupied or rental properties. Liens are for a term of three (3) years for owner-occupied properties and five (5) years for rental properties. Liens are reduced/forgiven on a daily basis over the course of the full indenture period for the ownership type upon compliance with the terms and conditions of all documents related to the program. A violation of the terms of the lien shall be a default, and in that event all unforgiven sums shall be immediately due and payable.

6. FUNDING LIMITS:

Owner Occupants: Eligible owner-occupants of priority properties may be awarded funds up to the following amounts based on their household income:

- a. Owner-occupants whose household income is equal to or less than 120 percent of the Area Median Income (AMI), as defined by the most recent HUD Median Income Limits for Escambia County, Florida, may receive funding up to \$35,000 for eligible improvement costs.
- b. Owner-occupants whose household income exceeds 120% AMI, as defined by the most recent HUD Median Income Limits for Escambia County, Florida, may receive funding up to \$17,500 for eligible improvement costs.

Owners of Rental Property: Owners of priority properties rented (or to be rented within 60 days of project close out) to low and moderate income households, with certified rents not exceeding 30% of monthly income for a household earning 80% of the Area's Median Income (AMI) may be awarded funding, up to \$17,500 for eligible improvement costs.

7. ELIGIBLE APPLICANTS: This program will invite applications from owners of priority properties in the targeted areas who are interested in rehabilitating and making exterior and other physical improvements to their residential properties. Applicants must own the property to be rehabilitated. Types of ownership may include fee simple, and heir or multiple ownership properties (with the notarized written consent of all heirs or owners). Ownership must be verified by official documentation including the following: legal opinion and title letter, copy of property tax bill, or deed. To qualify as an owner-occupied property, applicants must provide proof of homestead exemption or application for homestead exemption.
8. RENTAL PROPERTIES: A certified copy of any existing lease agreement must be submitted by the property owner for occupied rental properties and must be certified to the program annually during the term of the loan. Owners of rental property may neither pass through the cost of the funded improvements to tenants nor displace tenants. Should the property owner increase rent(s) by more than five percent (5%) in a given year, the remaining balance of the loan will become immediately due and payable. Owners of rental properties must execute an assignment of leases, rents and profits agreement with the CRA for the duration of the lien agreement.

9. **EXISTING MORTGAGE:** Applicants must be current on any existing mortgage on the property. A certified letter from the mortgage holder will be requested as documentation. The right is reserved to request additional documentation confirming mortgage status.
10. **TAXES, LIENS AND OTHER CHARGES:** All property tax assessments, levies, license fees, permit fees and other charges levied, assessed, confirmed, or imposed on, or in respect of, or which may be a lien upon the property or upon the rents, issues or income or profits must be paid completely up to date at the time of application. Applicants shall submit evidence of payment as requested.
11. Taxes may be verified by: 1) property tax payment receipt from the City/County, or 2) affidavit certifying payment or mortgage statement from lender saying taxes are completely paid.
12. **COMPLIANCE WITH CITY REGULATIONS:** Prior to project completion the property must be clear of any care of grounds violations. Compliance with any applicable exterior design guidelines is required.
13. **MARKETING & OUTREACH:** The West Florida Regional Planning Council will lead an outreach campaign, to attract interest in the program from owners of priority properties in the program target areas. WFRPC will develop appropriate marketing materials, contact property owners, and identify a communication strategy to solicit owner participation in the program. When all available funding has been committed to eligible households, any remaining list of interested homeowners will not be retained.

ELIGIBLE REPAIR AND IMPROVEMENTS: Eligible rehabilitation activities include, but are not limited to, the following: Structure cleaning; exterior painting; re-siding or refinishing; Doors (including kick plates, hardware upgrades, and storm doors); Windows; Roofing (including eaves and overhangs); Landscaping and irrigation; Exterior lighting; Fencing; Porch repair/replacement; Drain fields; Eaves and Overhangs; Shutters; Paving areas facing the street (such as driveways); Foundation work. Low maintenance improvement options should be selected. Colors must be selected from an approved palette. Two-color paint projects are encouraged. Design and technical assistance may be provided.

Additional structural and interior repairs and improvements such as HVAC repairs/replacement or plumbing may be approved for eligibility, subject to inspection and fund availability. Permit fees may be included in the total project cost.

14. **FUNDING LIMITATIONS:** The maximum amount available for each home is \$35,000 (for HH Income of 120% AMI or less) or \$17,500 (for HH Income greater than 120% AMI or Rental Properties).
15. **FORM OF ASSISTANCE:** Grantees will receive a Deferred Payment Loan secured by a lien agreement on the property. The loan is forgiven in full at the expiration of the lien period and no payment is required on the loan unless: any or all of the funded improvements are modified, altered, removed, or demolished, the property is sold, transferred, demolished or assigned, converted to 100% non-residential use, directly or indirectly encumbered, pledged, or conveyed, the owner fails to maintain the property, unresolved code violations occur, or rents are increased by more than 5% per year during the lien period.
16. **TERM:** Liens are for a term of three (3) years for owner-occupied properties and five (5) years for rental properties, and are forgiven on a daily basis over the course of the full indenture period for such property type. A violation of the terms of the lien shall be a default, and in that event all unforgiven sums shall be immediately due and payable.
17. **ASSUMABILITY:** In the event of the death of the original grantee or sale of the property prior to the expiration of the date determined in the lien agreement, the loan may be extended to an eligible heir and the expiration date for the lien agreement will remain unchanged. If the title is transferred to a non-eligible heir, the loan must be repaid in full.
18. **HOW TO APPLY:** Interested property owners should contact the West Florida Planning Council for determination of eligibility. An inspection of the property will be scheduled to determine the scope of work needed. Applications will be considered on a first come first served basis.

19. PROGRAM PROCEDURES

a) Application

To apply for funding under the Residential Property Improvement Program, prospective applicants shall submit a Program Application and supporting documentation to the office of the West Florida Regional Planning Council (WFRPC). Upon preliminary review, WFRPC staff will provide notice of eligibility determination. Eligible applications will be scheduled for an initial inspection to determine the scope

of work needed.

Required Documentation	
Owner-Occupied Properties	Rental Properties
Property Deed, Property Tax Bill or Legal Opinion and Title Letter Establishing Legal Ownership*	Property Deed, Property Tax Bill or Legal Opinion and Title Letter Establishing Legal Ownership*
Copy of Homestead Exemption or Homestead Exemption Application	Lease Agreement (Certified Copy)
Income Verification Documentation (See below)	Income Verification Documentation (See below)
Proof of Paid Taxes: Property Tax Payment Receipt or Affidavit Certifying Payment or Mortgage Statement from Lender saying Taxes are Paid	Proof of Paid Taxes: Property Tax Payment Receipt or Affidavit Certifying Payment or Mortgage Statement from Lender saying Taxes are Paid
Any other documentation as requested.	Any other documentation as requested.

*Properties owned by multiple parties must provide a notarized affidavit from all legal owners consenting to program participation.

Applicant(s) must submit income/employment verification for all household members 18 years or older or signed statement indicating unemployment, and describing source of financial support. All financial and asset income will be verified by a third party within 120 days.

Acceptable forms of documentation include:

Pay stub issued within the past three (3) months containing pay period, and/or pay frequency, and rate of pay and/or;
 Federal Income Tax Return from the previous tax year and/or;
 Social Security Administration Letter/Statement issued within the past twelve (12) months containing current benefit amount and/or;
 SSI Letter/Statement issued within the past twelve (12) months containing current benefit amount and/or;
 Retirement, Pension and/or VA Payment Letter/Statement and/or;
 Proof of all other sources of income including workers compensation, alimony, child support, interests, and/or dividends, overtime, bonuses, etc.

No member, officer or employee of the City of Pensacola, CRA or its designees or agents, no member of the City Council of the City of Pensacola, and no other public official of such locality who exercises any functions or responsibilities with respect to the Program during his tenure or

for one (1) year thereafter shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Program.

b) Initial Inspection

A Rehabilitation Inspector will schedule and conduct an initial inspection of the home with the property owner present to develop an initial scope of work and itemized cost-estimate. Design and color selection options for cosmetic project improvements may be recommended for the property owner's selection. If a recommendation is provided, colors must be selected from the recommended palette. Two-color paint projects are encouraged.

The Rehabilitation Inspector will document the inspection with detailed photographs.

A bid proposal form will be attached to the approved work write-up, which constitutes an official bid packet.

c) Funding Approval

Once the required Program Application, supporting documentation, cost estimates, and contractor documentation have been sufficiently submitted, the CRA's Assigned Program Administrator will review the completed application package for funding approval.

Upon approval, the applicant shall execute a Program Funding Agreement which establishes the terms, conditions and requirements of program participation, Lien Agreement, and all other applicable contractual forms as may be required.

Following execution of the required documents, WFRPC shall issue a Notice to Proceed.

d) Lien Agreement/Closing

Funding provided by the CRA pursuant to this program shall be secured by a zero interest deferred loan, forgivable over a three (3) or five (5) year period, as determined by applicant income and the property type, and measured from the date of execution of the Lien Agreement.

If at any time during the loan term, the participant fails to comply with the terms of this program then the remaining prorated share of the loan shall become due and payable to the CRA within thirty (30) calendar days.

e) Contractor Selection

Once the bid packet is compiled, bids will be solicited from a list of pre-approved

licensed and insured contractors. An award will be made to the lowest, most responsive bidder.

Prior to the deadline for submission of bids, the Rehabilitation Inspector will coordinate a pre-bid meeting and site visit with interested contractor(s) to review initial rehabilitation specifications.

Following a bid-opening, WFRPC shall select the lowest, most responsive bidder and shall provide notification of the selected contractor, along with all bids, proof of licensing or registration and insurance coverage to the CRA's assigned Program Administrator.

A conference including the property owner, the Rehabilitation Inspector, and the selected contractor shall be conducted at the home prior to issuance of a Notice to Proceed and execution of the required Program Funding Agreement. Each party shall receive a copy of the contract and scope of work listing all the repairs or improvements to be done. A walk-around of the home will be conducted to ensure that all parties are in agreement with the repairs and improvements to be done.

All proposed improvements and rehabilitation work must comply with the City zoning and building code regulations and other local and state laws and ordinances. The contractor shall be responsible to obtain all applicable permits. The property owner shall not conduct any work or apply for a permit for any project component. Notice to Proceed shall not be issued and work shall not commence prior to execution of the required Program Funding Agreement and Lien Agreement by the property owner.

20. Project Commencement

The project shall commence upon Notice to Proceed, and full project completion shall be achieved no more than 60 calendar days following such issuance. If the work is delayed at any time while in progress then the deadline may be extended by written authorization for such reasonable time as the WFRPC/CRA may jointly determine. The participant shall notify the WFRPC in writing of such delay within ten (10) calendar days of its occurrence.

21. Inspections

WFRPC will monitor all work in progress.

Change orders submitted by the contractor, shall be approved by WFRPC and executed by the property owner. Change orders shall be limited by the maximum funding amount of \$35,000 (120% AMI/-), or \$17,500 (120% AMI+). Change orders in excess of the allowable funding amounts shall be the responsibility of the property owner.

The contractor may request a draw for 50% of the project cost after 60% of the work has been completed. Disbursement shall be subject to approval by WFRPC.

WFRPC shall conduct a final inspection of all contracted repairs to ensure work was done in accordance with the program terms and applicable rehabilitation standards.

Photographs of the completed project will be taken.

22. Project Completion/Final Payment

After the final inspection is completed and all work is approved by WFRPC and the property owner, has submitted an Owner's Statement of Completion, the-Contractor may submit the necessary documentation and request final payment.

Required Documentation
Completed Owner's Statement of Completion Form
Completed Contractor's Affidavit Form for Each Authorized Contractor
Certificate of Insurance Policies (See Program Funding Agreement)
Completed W-9 Form

Upon the receipt of all required documentation and verification of program compliance, a payment request will be submitted to City of Pensacola CRA staff by

WFRPC. The CRA will process payment as outlined in the Funding Agreement. Payment of the approved program funds, will be disbursed.

23. Code Violations

During the term of the lien period, the property shall not incur any code violations.

24. Lien Satisfaction

Upon a finding of satisfactory program compliance, the Lien Agreement will be released. CRA staff will file a Release of Lien in the official records of the Escambia County Clerk of Court, and the loan will be forgiven.

**CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM
FUNDING AGREEMENT**

THIS AGREEMENT ("Agreement"), entered into this _____ day of _____, 201____ by and between the Community Redevelopment Agency of the City of Pensacola, Florida, whose address is P.O. Box 12910, Pensacola, Florida 32521, a public body corporate and politic of the State of Florida, hereinafter referred to as the "CRA", and _____ whose address is _____, hereinafter referred to as the "Owner."

WITNESSETH

WHEREAS, the CRA administers a Residential Property Improvement Program ("Program") which was authorized by Resolution No. 02-10, adoption of the Urban Core 2010 Plan and Resolution No. 13-07, adoption of the Westside Community Redevelopment Plan and adoption of Ordinance No. 47-00 as amended by Ordinance No. 15-05, Ordinance No. 34-14 and Ordinance No. 22-17; and

WHEREAS, the Owner desires to participate within the Program and complies with the Program requirements as hereinafter addressed, to receive funds to be used for the improvement of the property addressed as _____, and legally described as _____ ("Property"); and

WHEREAS, the CRA has committed funds to be applied to the costs of improving the Property, a sum not to exceed \$ _____; and

WHEREAS, the CRA is responsible only for providing funding within applicable Program Guidelines and is not acting in the capacity of a property improvement finance agency or a property improvement contractor;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged by the parties, and of the mutual covenants and promises contained herein, and other good and valuable consideration, the Owner and the CRA agree and covenant each with the other as follows:

SECTION 1. RECITALS.

The Parties acknowledge and agree that the above recitals are true and correct and are hereby incorporated into this Agreement by this reference.

SECTION 2. COMPLIANCE WITH PROGRAM.

The Owner represents and warrants to CRA that Owner meets the requirements for participation in the Program and shall comply with the Program as set forth by the CRA and in the "Program Documents" including but not limited to the Program Guidelines, the Program Application and any affiliated documentation, any CRA-approved plan(s) or drawing(s), the CRA-approved work specifications, award

notification letter, addenda issued prior to the execution of this Agreement, and the Lien Agreement that Owner shall execute in conjunction with this Agreement, all such documents attached hereto as Exhibit A and incorporated herein by this reference and any other documents listed in this Agreement, modifications issued after execution of this Agreement, and any other documents required by the CRA, and further warrants and agrees to compliance with the following requirements in this Section, and any other requirements or obligations under this Agreement or the Program.

SECTION 3. PROJECT WORK

The Owner shall enter into legally binding contracts ("Contracts") with a competent, properly licensed contractor(s) ("Contractor(s)") to construct the facade improvements ("Project"), upon prior written approval by the West Florida Regional Planning Council (WFRPC), as agent for the CRA, as defined by the plans and specifications approved by WFRPC. The Project under said Contracts shall include the construction and services, including all labor, materials, equipment, and services provided by the Contractors, necessary to construct the Project.

SECTION 4. DISBURSEMENTS AND LOAN SECURITY

1. Funds for the costs of the Project under the Program and in accordance with the CRA approved plans and specifications, will be payable, based on a percentage of the final project costs as specified in the Program Guidelines or \$_____, whichever is less.
2. Program funds will not be disbursed until: (1) WFRPC renders written determination that construction of the Project has been satisfactorily completed, (2) the Owner has issued a Statement of Completion, (3) Contractor has delivered to the WFRPC a complete release of all liens arising out of the Contracts covering all labor, materials, and equipment for which a lien could be filed, or the Contractors have issued a bond in an amount needed to satisfy the amount owed for each such lien. Owner acknowledges and agrees Program funds will not be disbursed for Projects that do not fully comply with any of the covenants or agreements contained in the Program Documents, this Agreement or CRA requirements.
3. Upon the receipt of all required documentation and verification by WFRPC of compliance with the Program Documents and CRA requirements, the CRA will process payment. Documentation should be submitted by the 25th of the month (earlier if 25th falls on a weekend or a holiday) for payment on the 10th of the month. Those submitted after the 25th of the month will be processed for payment on the 10th of the following month.
4. Owner hereby expressly agrees any monies received from the CRA shall be secured by a lien against the Property, such lien to be forgiven on a daily basis over a () three (3) year or () five (5) consecutive year period, during which time the Owner shall not cause or allow the Project to be modified, altered, removed or demolished, and shall not cause or allow the Property to be sold, conveyed, transferred, demolished, or converted to one hundred percent (100%) commercial use. Except that, in the event of the death of the original grantee or sale of the property prior to the expiration of the date determined in the lien agreement, the loan may be extended to an eligible heir and the expiration date for the lien agreement will remain unchanged. If the title is transferred to a non-eligible heir, the loan must be repaid in full.

5. The Owner shall provide to the CRA a security interest in the property being improved by executing the lien documents, and any related documents in the sole discretion of the CRA, against the Property in favor of the CRA.

6. The Owner hereby expressly agrees Owner shall repay the CRA any monies received, or any remaining unpaid balance of money received from CRA, to the satisfaction of the CRA, upon failure to perform or non-compliance with any of the covenants or agreements contained in the Program Documents, this Agreement, or CRA requirements, due to any cause or omission whatsoever.

7. The Owner hereby expressly agrees Owner shall pay all closing costs, fees, or taxes whatsoever, arising in relation to the lien instrument, and all such amounts shall be paid by Owner upon execution of the documents, including, without limit, recording and filing fees. These costs shall be payable from the funding awarded in accordance with the Program Documents.

SECTION 5. NO CRA LIABILITY FOR CONTRACTOR.

1. The CRA assumes no liability for any inspection or non-inspection of the Project at any stage. Nothing in this Agreement shall be construed to indicate CRA is providing any warranty or guarantee of the labor, systems, appliances, or materials utilized during the performance of the Project. Performance of warranty services under the Contract Agreements are the sole responsibility of the Owner.

2. The Owner, by applicable law, shall not exclude from participation or discriminate against any Contractor because of age, race, color, religion, sex, handicap and/or disability, or national origin.

1. That Owner will not commit, permit, or suffer any waste, impairment, or deterioration of the Property. Upon failure of the Owner to keep the buildings and improvements on the Property in good condition or repair, the CRA may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured hereby. Failure of the Owner to comply with the demand of the CRA for a period of thirty (30) days shall constitute a default under this Agreement.

2.

3. The Owner will be required to pay all the costs, charges and expenses, including reasonable attorney's fees and costs of abstracts of title, incurred or paid at any time by the CRA or its assigns in collecting or attempting to collect the lien or in enforcing any of its rights hereunder or incurred or paid by it because of the failure on the part of the Owner to promptly and fully perform the agreements and covenants of the instrument or instruments evidencing the lien and this Agreement; and said costs, charges and expenses, with interest thereon at the maximum rate allowed by law, shall be immediately due and payable and secured by the lien.

SECTION 7. CRA ACCESS

The Owner shall cooperate with the CRA during the full course of the Project to facilitate the completion of the Project. The Owner agrees CRA or its agents shall have access to the Property to inspect the Project at any time for compliance.

SECTION 8. UNKNOWN REHABILITATION WORK

The Parties acknowledge concealed problems may be discovered as the Project progresses, and as such, the Owner agrees any corrective work items required by such discovery are not covered in the plans and specifications approved in conjunction with the Program. Owner shall provide written notice to CRA of any such discovery. The Owner shall be responsible for payment for any additional work.

SECTION 9. MODIFICATIONS.

Owner shall not cause or allow additions, deletions or modifications to the final plans submitted as part of the Program Documents or changes to the construction documents, unless such have received prior review and written approval by the WFPRC, and including a written change order signed by the Owner and Contractor. Except in an emergency endangering life or property, failure to receive such approval shall invalidate this Agreement and this Agreement will be deemed null and void.

SECTION 10. OTHER APPROVALS.

Owner shall secure and pay for all necessary approvals, easements, assessments and charges required by the Land Development Code of the City of Pensacola for the construction, use, or occupancy of permanent structures or permanent changes in existing facilities.

SECTION 11. INDEMNIFICATION.

The Owner shall hold harmless the CRA and the City of Pensacola, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents from any and all claims, suits, actions, damages, liability, and expenses in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this Agreement.

SECTION 12. TERMINATION.

Owner agrees that should Owner materially fail to comply with any term of this Agreement, the CRA may, in CRA's sole discretion, upon seven (7) days of date of written notice to the Owner, wholly suspend or terminate the activities governed by this Agreement and the funds committed for those activities.

SECTION 13. MISCELLANEOUS PROVISIONS.

1. Owner hereby expressly agrees that the Program funding provided under this Agreement does not constitute any activity regulated by Sec. 520.50, et seq., Florida Statutes, and hereby waives any claim or cause of action which may arise under those provisions with respect to the City of Pensacola, the CRA or WFRPC, their officers, employees and agents, whether appointed or elected.
2. This Agreement shall be governed by the laws of the State of Florida, and venue shall be in Escambia County.
3. Should any section or part of any section of this Agreement be rendered void, invalid, or

unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

4. This Agreement is non-assignable by either party and constitutes the entire agreement between the Owner and CRA and all prior or contemporaneous oral and written agreement or representations of any nature with reference to the subject of the agreement are canceled and superseded by the provisions of this Agreement.

IN WITNESS WHEREOF, the Owner and CRA have executed or caused these presents to be executed by their respective authorized representatives to be effective as of the day and year first above written.

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF
PENSACOLA

Attest:

Jewel Cannada-Wynn, CRA Chairperson

Ericka L. Burnett, City Clerk

SEAL

LEGAL OWNER(S)

Witness #1

Witness #1

Print Name: _____

Print Name: _____

Witness #2

Witness # 2

Print Name: _____

Printed Name: _____

Approved as to Content:

Legal in Form and Valid as Drawn:

M. Helen Gibson, CRA Administrator

Susan Woolf, City Attorney

Exhibit A
PROGRAM DOCUMENTS



Memorandum

File #: 19-00100

Community Redevelopment Agency

3/11/2019

INFORMATION ITEM

FROM: Jewel Cannada-Wynn, Chairperson

SUBJECT:

FISCAL YEAR 2018 COMMUNITY REDEVELOPMENT AGENCY ANNUAL REPORT

SUMMARY:

Pursuant to Chapter 163 of the Florida Statutes, the City of Pensacola Community Redevelopment Agency (CRA) must file a report of its activity for the preceding fiscal year with the governing body on or before March 31st of each year. The report must include a complete financial statement setting forth the CRA's assets, liabilities, income, and operating expenses as of the end of such fiscal year. Once the annual report is transmitted to the governing body, a notice stating that the report has been filed and is available for review in the City Clerk's office must be published in the Pensacola News Journal.

The CRA Annual Report for fiscal year 2018 will be distributed during the CRA meeting.

PRIOR ACTION:

None

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: Yes



Memorandum

File #: 19-00123

Community Redevelopment Agency

3/11/2019

INFORMATION ITEM

FROM: Jewel Cannada-Wynn, Chairperson

SUBJECT:

LEGISLATIVE UPDATE: FLORIDA HOUSE AND SENATE BILLS 9 AND 1054

SUMMARY:

Legislation under House Bill (HB) 9 and Senate Bill (SB) 1054 regarding Community Redevelopment Agencies (CRAs) proposes amendments to Chapter 163, Part III, Community Redevelopment Act, Florida Statutes which includes revisions to reporting and operational requirements, the allowable use of redevelopment trust fund proceeds and establishes provisions for a phase-out period of Florida CRAs.

Similar legislation was proposed during the 2017 and 2018 Legislative Sessions but did not pass. However, these bills, in the form of HB 9 and SB 1054, have been brought back for consideration during the 2019 Legislative Session.

Key provisions of the legislation include:

- Limitations on allowable expenditures resulting in severe restrictions on the ability of CRAs to undertake revitalization activities.
- Requirements for County approval of all municipal CRA budgets and budget amendments.
- Allowances for Counties to reduce their TIF payments to CRA's to 50% by ordinance.
- Additional and more stringent annual reporting requirements resulting in increased administrative costs to CRAs.
- Termination of all CRAs by the year 2039, with extensions limited only to timely meeting bond obligations.
- Denial of local authority for the creation of new CRA's, limiting establishment to a County-wide referendum.

It is recommended that board members contact their state representatives to oppose the proposed legislation. An overview of the proposed bills provided by the Florida Redevelopment Association (FRA) is attached for reference.

PRIOR ACTION:

April 10, 2017 - The CRA received an overview of 2017 Legislative Session bills, HB 13 and SB 1770, proposing amendments to Chapter 163, Part III, Community Redevelopment Act, Florida Statutes.

August 7, 2017 - The CRA identified the continuation of Florida's CRA as a priority consideration for the 2018 Legislative Session.

STAFF CONTACT:

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

ATTACHMENTS:

1) FRA Overview - HB 9 and SB 1054

PRESENTATION: No

Victoria D'Angelo

From: Jan Piland <JPiland@flcities.com>
Sent: Friday, February 15, 2019 11:24 AM
To: Carol Westmoreland
Cc: jjohnson@rboa.com; Holly Brooks; bill@psmfl.net; ryan@psmfl.net; David Cruz; Adam Rossmell; Brenda Thrower; Brenna Durden; Dwight Hinkson - Mayor Rogers Commission Aide; Elizee Michel; Evan Johnson (ejohnson@tindaleoliver.com); Gail Hamilton; Hazelle Rogers; Jeannie Garner - BOB IRONSMITH ASST.; Jeff Burton; John Jones; Kelley Klepper (kelley.klepper@kimley-horn.com); Ken Thomas; Kyle Dudgeon; Lynn Dehlinger (lynndehlinger1@gmail.com); Mike Simon; Peter Altman; Renee Jadusingh (jadusinghr@mydelraybeach.com); Robert Ironsmith (rironsmith@dunedinfl.net); Toni Shamplain; Tony Otte
Subject: LEGISLATIVE ALERT - CRA Bill(s) have arrived at the Capitol!

Dear FRA Members:

Two legislative proposals which could significantly and negatively impact the operations of Florida CRAs were filed on the same day, February 14, for consideration by the House and Senate during the 2019 legislative session.

The FRA position as of this time is to strongly OPPOSE these bills.

Please let your senators and representatives know that these bills would be unreasonably detrimental to your CRA. **Private sector members and redevelopment companies:** we would ask that you lend your voice to the feedback to legislators – we can help anyone frame a letter, resolution, opinion piece, editorial, email or social media post concerning the impacts of these bills.

CRAs: also please *pass this on to your CRA attorneys to assess the potential impacts of these technical changes to your CRA.*

HB 9 (LaMarca – Lighthouse Point) new to the legislature, he was a Broward County commissioner 2013-2018)

SB 1054 (Lee – Plant City) long time legislator, former Senate President, filed a similar bill last year

<https://www.myfloridahouse.gov/Sections/Bills/billsdetail.aspx?BillId=64829>

<http://www.flsenate.gov/Senators/s20/?Tab=Bills>.

Click on the PDF version of each bill if you would like to copy/save/print the bills.

Note: both these bills would be effective 7/1/2019

House Bill 9

The house bill is somewhat different* than last year, and here is a cursory summary:

- I. s.112.3142(2)(c) (lines 86-95) all CRA commissioners must complete 4 hours of ethics training/calendar year as of 10/1/19.
- II. *s.163.356(1) (lines 115-212) is amended to require a county wide referendum to create a CRA, on or after 10/1/2019. The referendum would require a 2/3 in favor to pass.
- III. *s.163.357(1)(a) (lines 215-225) appears to allow a nine member board for a CRA
- IV. s. 163.370 (5) (lines 238-243) “A community redevelopment agency shall procure all commodities and services using the same purchasing processes and requirements that apply to the county or municipality that created the community redevelopment agency”.
- V. s.163.371(1) (lines 246-302) - creates an extensive list (same as last year) of new types of data and records to be included in the March 31 annual report which must be posted on the agency website.
- VI. s.163.3755 (1) (lines 305-332) - CRA's in existence as of 10/1/19 terminate on their termination date or 9/30/39, whichever is earlier, unless the governing body approves its extension by 2/3 majority vote.
- VII. (2)(a) (lines 315-328) Same as last year, prohibits extending the maturity date of any outstanding bonds after 2039, and requires a new finding of necessity to meet the remaining bond obligations of the CRA.
- VIII. (3) (lines 329-332) A CRA in existence on or before October 1, 2019 may continue to operate as provided in “this part”.
- IX. s.163.3756 (lines 335-371) same as last year, creates a new section that outlines the declaration of a CRA inactive by the state, if there are no revenues, no expenditures or debt in the Annual Financial Report filed by the city or county, to the Department of Financial Services online.
- X. s.163.387 (lines 372-510)
 - a. CRA's may not receive or spend any trust fund monies (TIF) until the ordinance creating the trust fund is created. (lines 382-396)
 - b. Appears to allow any county or city to reduce their CRA payments to CRA's to 50% by ordinance (lines 411-418)

However, the governing body ~~of any county as defined in s.125.011(1)~~ may, in the ordinance providing for the funding of a trust fund established with respect to any community redevelopment area ~~created on or after July 1, 1994~~, determine that the amount to be funded by each taxing authority annually shall be less than 95 percent of the difference between subparagraphs 1. and 2., but in no event shall such amount be less than 50 percent of such difference.

- c. As of 10/1/19, CRA expenditures must be pursuant to an annual budget and only for the purposes in s.163.387(6) – the “including but not limited to” language is removed again this year (lines 419-425)
- d. Same as last year, specifically states all CRAs, as dependent special districts, must comply with all the requirements of s.189.016 (budgets, reports, audits) (lines 426-428)
- e. CRA budgets and amendments must be submitted to the board of county commissioners w in 10 days after adoption (lines 429-437)
- f. The annual budget of a CRA may provide for: (lines 438-478)
 - ✓ administrative and overhead expenses necessary to implement a plan adopted by the CRA
 - ✓ current list of expenses in that subsection
 - ✓ expenses necessary to exercise the powers granted under s.163.370, as delegated under s.163.358.
- g. s.163.387(7) same as last year, dealing with funds as of the last day of the fiscal year (“3 year provision”) (lines 471-478)

(7) On the last day of the fiscal year of the community redevelopment agency, any money which remains in the trust fund after the payment of expenses pursuant to subsection (6) for such year shall be:

(d) Appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan. The funds appropriated for such project may not be changed unless the project is amended, redesigned, or delayed, in which case the funds must be re appropriated pursuant to the next annual budget adopted by the board of commissioners of the community redevelopment agency which project will be completed within 3 years from the date of such appropriation.

- h. CRA Audits and Financial Reporting (8) of s.163.387 and (4)(a-b) of s.218.32 (lines 550-590)
 - ✓ Each CRA audit must include a finding by the auditor determining whether the CRA complied with the requirements of subsections of (6) and (7) AND
 - ✓ This audit must be included with the annual financial report submitted by the city or county to the Department of Financial Services whether or not they report separately to the DFS (s.218.32). (lines 479-527)

XI. Effective July 1, 2019 (line 607)

Senate Bill 1054

The bill is similar to the one filed by Senator Lee last session. Here is a cursory summary:

- I. Terminates all CRAs by 2039 unless approved by a majority vote of the city or county and limits bonding similar to 2018 (lines 366-389)
- II. Removes this language* from section s.163.340(8) (lines 266-274)
- ~~*“However, the term “blighted area” also means any area in which at least one of the factors identified in paragraphs (a) through (o) is present and all taxing authorities subject to s.163.387(2)(a) agree, either by interlocal agreement with the agency or by resolution, that the area is blighted. Such agreement or resolution must be limited to a determination that the area is blighted. For purposes of qualifying for the tax credits authorized in chapter, the term “blighted area” means an area as defined in this subsection.”~~
- III. Adds new limitations to list of what cannot be funded by TIF in s.163.370(3) (lines 318-330)
- (3) The following projects may not be paid for or financed by increment revenues:
(d) Community redevelopment agency activities related to festivals or street parties designed to promote tourism
(e) Grants to entities that promote tourism.
(f) Grants to nonprofit entities that provide socially beneficial programs.
- IV. s.163.371(1) like last year, makes a new section for the March 31 annual report, and requires new types of data and records to be included and posted on the agency website.
- V. Appears to allow any county or city to reduce their CRA payments to CRAs to 50% by ordinance (lines 466-473)
- However, the governing body ~~of any county as defined in s.125.011(1)~~ may, in the ordinance providing for the funding of a trust fund established with respect to any community redevelopment area ~~created on or after July 1, 1994~~, determine that the amount to be funded by each taxing authority annually shall be less than 95 percent of the difference between subparagraphs 1. and 2., but in no event shall such amount be less than 50 percent of such difference.
- VI. CRA budgets and amendments must be submitted to the county w in 10 days after adoption (lines 484-492)
- VII. CRA expenditures must be pursuant to an annual budget and only for the purposes in s.163.387(6) – the “including but not limited to” language is removed again this year: (lines 493-528)
- VIII. No more than 18 percent may be expended for administrative and overhead expenses with tax increment funds (TIF)
- IX. This list of what TIF can fund is exclusive, not inclusive, of anything not on that list which may be currently funded by TIF.

However, added to the list are new statutorily included types of expenditures that TIF may be expended for, by budget:

infrastructure, construction, renovation, parking lots, garages, neighborhood parks, grants and loans to businesses for façade, signage, sprinkler system upgrades, and other structural improvements.

- X. s.163.387(7) dealing with funds as of the last day of the fiscal year (“3 year provision”) (lines 533-540)

(7) On the last day of the fiscal year of the community redevelopment agency, any money which remains in the trust fund after the payment of expenses pursuant to subsection (6) for such year shall be:

(d) Appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan. The funds appropriated for such project may not be changed unless the project is amended, redesigned, or delayed, in which case the funds must be re appropriated pursuant to the next annual budget adopted by the board of commissioners of the community redevelopment agency which project will be completed within 3 years from the date of such appropriation.

- XI. New requirements for CRA Audits in s.163.387((8)(b) (lines 550-566)

The audit must include a finding by the auditor as to whether the community redevelopment agency is in compliance with subsections (6) and (7)”

Note

(6) = New exclusive list of lawful expenditures

(7) = return or escrow of monies left in TIF balance at the end of the fiscal year

- XII. Effective July 1, 2019

UP NEXT: a side by side technical comparison of each of the provisions in the House and Senate bills.

Let me know if you have any questions, or if you would like to be on our legislative email/con calls lists.

THANKS for posting on social media, by linking your news with ours on #RedevelopmentWorks, or at <http://redevelopment.net/redevelopment-works/> - keep sharing the good news about redevelopment all over the state!

Carol Westmoreland

Executive Director

Florida Redevelopment Association

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Office 850-701-3608

www.redevelopment.net

