



# 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.)*

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Monday, September 9, 2019, 3:30 PM

Hagler-Mason Conference Room,  
2nd Floor

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#### CALL MEETING TO ORDER

Members: Jewel Cannada-Wynn, Chairperson, Jared Moore, Vice Chairperson, Ann Hill, Sherri Myers, P.C. Wu, 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. [19-00420](#) MINUTES OF CRA MEETING - 8/5/19

*Attachments:* [080519CRAmin](#)

#### PRESENTATIONS

#### ACTION ITEMS

2. [19-00409](#) FISCAL YEAR 2020 COMMUNITY POLICING INTERLOCAL AGREEMENT

**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 2020 in an amount not to exceed \$100,000.

**Sponsors:** Jewel Cannada-Wynn

**Attachments:** [FY 2020 Community Policing Interlocal Agreement](#)

3. [2019 -07 CRA](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-07 CRA - AMENDING THE FISCAL YEAR 2019 BUDGET

**Recommendation:** That the Community Redevelopment Agency adopt Supplemental Budget Resolution No. 2019-07 CRA.

A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY APPROVING AND CONFIRMING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

**Attachments:** [Supplemental Budget Resolution No. 2019-07 CRA](#)

[Supplemental Budget Explanation No. 2019-07 CRA](#)

4. [19-00407](#) TWO-WAY CONVERSION OF MARTIN LUTHER KING JR. DRIVE-ALCANIZ STREET AND DAVIS HIGHWAY

**Recommendation:** That the Community Redevelopment Agency of the City of Pensacola (CRA) request the Florida-Alabama Transportation Planning Organization (TPO) and Florida Department of Transportation (FDOT) return Davis Highway and Dr. Martin Luther King, Jr. Drive-Alcaniz Street to two-way streets and take all actions necessary to complete the conversion as a priority project.

5. [19-00406](#) AMENDMENT OF COMMUNITY REDEVELOPMENT AGENCY BYLAWS

**Recommendation:** That the Community Redevelopment Agency (CRA) approve the amendment of its bylaws to align with changes to the Interlocal Agreement for Administrative Services Between the Community Redevelopment Agency and the City of Pensacola and with current City policies and procedures. Further, that the CRA authorize the Chairperson to take all actions necessary to effectuate these changes.

**Sponsors:** Jewel Cannada-Wynn

**Attachments:** [Attorney Memo - 8/19/19](#)  
[CRA Bylaws - Proposed Amendment - Redline](#)  
[CRA Bylaws - Proposed Amendment - Clean](#)

## DISCUSSION ITEMS

## 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

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**File #:** 19-00420

Community Redevelopment Agency

9/9/2019

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**SUBJECT:**

MINUTES OF CRA MEETING - 8/5/19

Approval of Community Redevelopment Agency (CRA) meeting minutes for August 5, 2019.



# City of Pensacola

## COMMUNITY REDEVELOPMENT AGENCY

### Meeting Minutes

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August 5, 2019

3:30 P.M.

Hagler/Mason Conference Room

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The Community Redevelopment Agency (CRA) Board meeting was called to order by Chairperson Cannada-Wynn at 3:36 P.M.

#### **CALL MEETING TO ORDER**

**CRA Members Present:** Jewel Cannada-Wynn, Jared Moore, Ann Hill, Andy Terhaar (arrived 4:07), P.C. Wu

**CRA Members Absent:** Sherri Myers, Gerald Wingate

**Also Present:** Grover C. Robinson, IV, Mayor

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

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

#### **CHAIRMAN'S REPORT**

None.

#### **APPROVAL OF MINUTES**

##### **1. [19-00383 MINUTES OF CRA MEETING - 7/15/19](#)**

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

**The motion carried by the following vote (with CRA Member Terhaar not yet in attendance):**

Yes: 4	Jewel Cannada-Wynn, Jared Moore, Ann Hill, P.C. Wu
No: 0	None

**PRESENTATIONS**

None.

**ACTION ITEMS**

2. [19-00363 APPROVAL OF REVISED DESIGN PLANS AND CONSTRUCTION TIMELINE FOR HAWKSHAW REDEVELOPMENT \(9TH AND ROMANA\)](#)

**Recommendation:** That the Community Redevelopment Agency (CRA) approve the revised design plans for the Hawkshaw redevelopment project at 9th and Romana, as submitted by Hawkshaw Redevelopment Group, LLC. Further, that the CRA approve the Third Amendment to the Declaration of Conditions, Covenants and Restrictions for the project, eliminating project phasing and extending the timeline for completion. Finally, that the CRA Chairperson be authorized to execute all necessary documents.

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

CRA Administrator Gibson explained the revisions to the design of the proposed development along with a revised timeline and related such to conditions found on the property.

Brian Spencer of SMP Architecture representing Hawkshaw Redevelopment Group, LLC provided a brief presentation with overhead graphics. Also in attendance, Robert Montgomery of Hawkshaw Redevelopment Group, LLC and Steve Moorhead, attorney for the group responded accordingly to questions of CRA Members.

**City Attorney Woolf referenced hardcopies of a revised version of the *Third Amendment* (on file with background materials) and explained minor revisions made to the language.**

*No objections were voiced regarding the revised language provided by the City Attorney.*

Upon conclusion of discussion, the vote was called.

**The motion carried by the following vote (with CRA Member Terhaar not yet in attendance):**

Yes: 4	Jewel Cannada-Wynn, Jared Moore, Ann Hill, P.C. Wu
No: 0	None

**ACTION ITEMS (CONT'D.)****3. [19-00367](#) REIMBURSEMENT OF HAWKSHAW REDEVELOPMENT, LLC FOR STORMWATER EASEMENT**

**Recommendation:** That the Community Redevelopment Agency (CRA) approve the reimbursement of Hawkshaw Redevelopment, LLC for the value of a stormwater easement at the Hawkshaw property (9th and Romana).

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

CRA Administrator Gibson explained, as outlined in the memorandum (dated 8/5/19), the recommended reimbursement is related to conditions found on the property which will impede development of approximately ten percent (10%) of the parcel, therefore based on the purchase price the amount is \$160,000. CRA staff recommended the developer be reimbursed upon completion of all residential units.

Robert Montgomery of Hawkshaw Redevelopment Group, LLC addressed the CRA Members indicating he was not aware of staff's recommendation regarding the timing of the reimbursement being after construction and stated that would not be satisfactory as it would cause a financial hardship on the development. Steve Moorhead, attorney for the group made follow-up remarks confirming Mr. Montgomery's concern. City Attorney Woolf indicated she was not aware of the timeline being recommended by CRA staff

**A motion to amend was made by CRA Member Cannada-Wynn and seconded by CRA Member Wu to stipulate that reimbursement to Hawkshaw Redevelopment Group, LLC occur within thirty (30) days.**

Brief follow-up discussion took place.

Upon conclusion of discussion, the **vote on the amendment was called.**

**The motion on the amendment carried by the following vote:**

Yes: 5	Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, P.C. Wu
No: 0	None

After brief follow-up remarks, the **vote was called on the main motion as amended.**

**ACTION ITEMS (CONT'D.)**

The motion as amended (for Item 3, 19-00367) carried by the following vote:

Yes: 5	Jewel Cannada-Wynn, Jared Moore, Ann Hill, Andy Terhaar, P.C. Wu
No: 0	None

4. 19-00346 APPROVAL OF CHANGES TO HAWKSHAW PROJECT DEVELOPMENT TEAM

**Recommendation:** That the Community Redevelopment Agency (CRA) approve changes to the development team for the Hawkshaw project at 9th Avenue and Romana Street.

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

The motion carried by the following vote:

Yes: 5	Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, P.C. Wu
No: 0	None

5. 19-00328 EXTENSION OF PLAN SUBMISSION DEADLINE - 150 S. BAYLEN STREET

**Recommendation:** That the Community Redevelopment Agency (CRA) grant an extension of the deadline to submit plans for the redevelopment of the property at 150 S. Baylen Street, by Studer Properties, LLP. from August 31, 2019 to February 29, 2020. Further, that the CRA Chairperson be authorized to execute all necessary documents.

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

The motion carried by the following vote:

Yes: 5	Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, P.C. Wu
No: 0	None



**ACTION ITEMS (CONT'D.)****6. [19-00376 FISCAL YEAR 2020 CRA WORK PLAN](#)**

**Recommendation:** That the Community Redevelopment Agency (CRA) recommend approval of the CRA Work Plan for the Urban Core, Westside and Eastside community redevelopment areas for Fiscal Year 2020.

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

Assistant CRA Administrator D'Angelo addressed CRA Members referencing the document provided with the agenda package (on file with background materials).

Public input was heard from Dorothy Dubuisson.

CRA Administrator responded to comments and questions from Ms. Dubuisson related to Belmont-DeVilliers neighborhood. Ms. Dubuisson was provided an opportunity to make follow-up remarks. CRA Chairperson Cannada-Wynn made final remarks.

Upon conclusion of discussion, the vote was called.

**The motion carried by the following vote:**

Yes: 5	Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, P.C. Wu
No: 0	None

**7. [2019 -06 CRA BUDGET RESOLUTION NO. 2019-06 CRA - ADOPTING A BUDGET FOR THE TAX INCREMENT FINANCING DISTRICTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019](#)**

**Recommendation:** That the Community Redevelopment Agency adopt Budget Resolution No. 2019-06 CRA adopting a budget for Fiscal year 2020 for the Urban Core Tax Increment Financing District, the Eastside Tax Increment Financing District and the Westside Tax Increment Financing District. Further that the Community Redevelopment Agency formally recommend to City Council to take action to approve the budgets for the tax increment financing districts.

**A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY ADOPTING A BUDGET FOR THE URBAN CORE TAX INCREMENT FINANCING DISTRICT, THE EASTSIDE TAX INCREMENT FINANCING DISTRICT AND THE WESTSIDE TAX INCREMENT FINANCING DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019; PROVIDING AN EFFECTIVE DATE.**

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

**ACTION ITEMS (CONT'D.)**

**The motion (to adopt Res. No. 2019-06 CRA) carried by the following vote:**

Yes: 5            Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, P.C. Wu  
No: 0            None

8. [19-00374 WORKSHOP REGARDING THE USE OF THE URBAN CORE REDEVELOPMENT REFUNDING AND IMPROVEMENT REVENUE BOND, SERIES 2019](#)

**Recommendation:** That the Community Redevelopment Agency (CRA) schedule a workshop for the purpose of discussing the use of the Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019.

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

Chairperson Cannada-Wynn made clarifying remarks as to the intent of the workshop.

There being no discussion, the vote was called.

**The motion carried by the following vote:**

Yes: 4            Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn  
No: 1            P.C. Wu

9. [19-00365 ESTABLISHMENT OF AN URBAN CORE REDEVELOPMENT BOARD](#)

**Recommendation:** That the Community Redevelopment Agency (CRA) recommend that City Council adopt an ordinance establishing an Urban Core Redevelopment Board to make recommendations regarding implementation of the Urban Core Community Redevelopment Plan.

**A motion to approve was made by CRA Member Hill. No second.**

***Fails due to lack of a second.***

Chairperson Cannada-Wynn indicated since Council Member Myers (sponsor) is not in attendance, she may decide whether to address the issue at a future meeting.

**DISCUSSION ITEMS**

None.

**OPEN FORUM**

**Dorothy Dubuisson:** Made follow-up remarks regarding the establishment of a citizen advisory boards for the Urban Core Redevelopment District. She commented on issues at Henry T. Wyer Park with individuals defecating on the grounds and that a portable toilet had been placed near-by but has been recently removed.

Follow-up discussion took place among CRA Members with CRA Administrator Gibson fielding comments and questions.

**Kay Joyce was called but stated she would cede her opportunity to speak to the Dream Defenders in attendance.**

**Jamil Davis:** Addressed the CRA Members indicating he represents Pensacola Dream Defenders. He spoke about an African-American man, Tymar Crawford, who was shot and killed one month ago today by a Pensacola Police officer during a traffic stop. He relayed a list a demands for the City of Pensacola to provide by a date certain.

An unidentified woman attempted to speak without being recognized by the presiding chair. Chairperson Cannada-Wynn acted accordingly to maintain order and indicated in this meeting they are seated as the CRA Board and that it is more appropriate to address their issues when meeting as the City Council. The meeting was then adjourned.

**ADJOURNMENT**

4:45 P.M.

**Approved:**\_\_\_\_\_

Prepared by City Clerk Staff/rmt



## Memorandum

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**File #:** 19-00409

Community Redevelopment Agency

9/9/2019

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### **ACTION ITEM**

**SPONSOR:** Jewel Cannada-Wynn, Chairperson

**SUBJECT:**

FISCAL YEAR 2020 COMMUNITY POLICING INTERLOCAL AGREEMENT

### **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 2020 in an amount not to exceed \$100,000.

### **SUMMARY:**

One of the primary obstacles to urban revitalization is the perception of a lack of safety. 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. 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.

Revitalization has drawn significant numbers of people and activities to areas long underutilized. However, areas of the Urban Core Community Redevelopment Area still experience safety concerns of varying degrees. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing activities within the entirety of the Urban Core Community Redevelopment Area from 17<sup>th</sup> Avenue 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, including Community Policing Innovations for the Urban Core.

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.

May 8, 2017 - CRA approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing until September 30, 2018.

October 8, 2018 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2019.

April 8, 2019 - CRA authorized the purchase and installation of a security camera at Jefferson Street and Government Street under the Fiscal Year 2019 Urban Core Community Policing Interlocal Agreement.

**FUNDING:**

Budget: \$ 100,000

Actual: \$ 100,000

**FINANCIAL IMPACT:**

Funding in the amount of \$100,000 has been included in the CRA Fiscal Year 2020 Proposed Budget for the Interlocal Agreement.

**CITY ATTORNEY REVIEW:** Yes

8/27/2019

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) FY 2020 Community Policing Interlocal Agreement

**PRESENTATION:** No

INTERLOCAL AGREEMENT  
FOR COMMUNITY POLICING INNOVATIONS  
FY 2020

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 \_\_\_\_\_, 2019 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, 2020, 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 Florida Statutes (2010), as later amended by any session law enacted during any regular or special session of the Legislature of the State of Florida subsequent to the adoption of Florida Statutes (2010).

# 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, 17<sup>th</sup> 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 \$100,000. 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 to exceed \$100,000 for Fiscal Year 2020. 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

\_\_\_\_\_  
Grover C. Robinson, IV, 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

\_\_\_\_\_  
Susan Woolf, City Attorney

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# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2019 -07 CRA

Community Redevelopment Agency

9/9/2019

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### **ACTION ITEM**

**SPONSOR:** Jewel Cannada-Wynn, Chairperson

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-07 CRA - AMENDING THE FISCAL YEAR 2019 BUDGET

**RECOMMENDATION:**

That the Community Redevelopment Agency adopt Supplemental Budget Resolution No. 2019-07 CRA.

A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY APPROVING AND CONFIRMING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

**SUMMARY:**

There are three Tax Increment Financing (TIF) Districts contained within the City of Pensacola's Fiscal Year 2019 Annual Budget; the Urban Core TIF, the Eastside TIF and the Westside TIF. The Community Redevelopment Agency (CRA) is responsible for using the TIF funds to promote growth, redevelopment and subsequent property value increases in the Redevelopment Area. TIF funds can only be used to undertake planning and construction of improvements and/or specific projects within the Redevelopment Area or neighborhoods included within the respective plans.

In order to be compliant with Florida Statutes, the CRA is required to approval all budget resolutions involving any TIF District.

The attached Supplemental Budget Resolution adjusts the Allocated Overhead/(Cost Recovery) based on the most recent Full Cost Allocation Study.

**PRIOR ACTION:**

August 6, 2018 - Approval of Fiscal Year 2019 Budget Resolution No. 2018-01 CRA

November 5, 2018 - Approval of Encumbrance Carryover Budget Resolution No. 2018-05 CRA

November 5, 2018 - Approval of Non-Encumbered Carryover Budget Resolution No. 2018-06 CRA

December 10, 2019 - Approval of Non-Encumbered Carryover Budget Resolution No. 2018-09 CRA

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Adoption of the budget resolution maintains compliance as required by Florida Statutes pertaining to tax increment financing districts.

**CITY ATTORNEY REVIEW:** Yes

8/14/2019

**STAFF CONTACT:**

M. Helen Gibson, AICP, CRA Administrator  
Richard Barker, Jr., Chief Financial Officer

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2019-07 CRA
- 2) Supplemental Budget Explanation No. 2019-07 CRA

**PRESENTATION:** No

## **CRA RESOLUTION NO. 2019-07 CRA**

A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY APPROVING AND CONFIRMING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE GOVERNING BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

### **A. COMMUNITY REDEVELOPMENT AGENCY FUND**

As Reads:	Operating Expense	5,326,552
Amended		
To Read	Operating Expense	5,334,052
As Reads:	Allocated Overhead/(Cost Recovery)	191,400
Amended		
To Read	Allocated Overhead/(Cost Recovery)	183,900

### **B. EASTSIDE TIF FUND**

As Reads:	Operating Expenses	314,348
Amended		
To Read	Operating Expenses	316,448
As Reads:	Allocated Overhead/(Cost Recovery)	17,000
Amended		
To Read	Allocated Overhead/(Cost Recovery)	14,900

### **C. WESTSIDE TIF FUND**

As Reads:	Operating Expenses	35,889
Amended		
To Read	Operating Expenses	36,489
As Reads:	Allocated Overhead/(Cost Recovery)	8,600
Amended		
To Read	Allocated Overhead/(Cost Recovery)	8,000

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective immediately upon adoption.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
Chairman, CRA

Attest:

\_\_\_\_\_  
City Clerk



**THE CITY OF PENSACOLA  
COMMUNITY REDEVELOPMENT AGENCY  
SEPTEMBER 2019 SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-07 CRA**

FUND	AMOUNT	DESCRIPTION
<b>A. COMMUNITY REDEVELOPMENT AGENCY FUND</b>		
Appropriations:		
Operating Expenses	7,500	Increase appropriation for Operating Expenses
Allocated Overhead/(Cost Recovery)	<u>(7,500)</u>	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u>0</u>	
<b>B. EASTSIDE TIF FUND</b>		
Appropriations		
Operating Expenses	2,100	Increase appropriation for Operating Expenses
Allocated Overhead/(Cost Recovery)	<u>(2,100)</u>	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u>0</u>	
<b>C. WESTSIDE TIF FUND</b>		
Appropriations		
Operating Expenses	600	Increase appropriation for Operating Expenses
Allocated Overhead/(Cost Recovery)	<u>(600)</u>	Adjust appropriation for Allocated Overhead/(Cost Recovery)
Total Appropriations	<u>0</u>	



## Memorandum

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**File #:** 19-00407

Community Redevelopment Agency

9/9/2019

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### **ACTION ITEM**

**SPONSOR:** Jewel Cannada-Wynn, Chairperson

**SUBJECT:**

TWO-WAY CONVERSION OF MARTIN LUTHER KING JR. DRIVE-ALCANIZ STREET AND DAVIS HIGHWAY

**RECOMMENDATION:**

That the Community Redevelopment Agency of the City of Pensacola (CRA) request the Florida-Alabama Transportation Planning Organization (TPO) and Florida Department of Transportation (FDOT) return Davis Highway and Dr. Martin Luther King, Jr. Drive-Alcaniz Street to two-way streets and take all actions necessary to complete the conversion as a priority project.

**SUMMARY:**

A proposal by FDOT to fund a traffic analysis to ensure it is feasible to return Davis Highway and Dr. Martin Luther King (MLK), Jr. Drive-Alcaniz Street to two-way traffic is expected to be presented to the TPO at its October 2019 meeting. Upon TPO approval, the study will be contracted through TPO staff to determine potential impact and cost. Upon completion of the study, the results will be forwarded to the City of Pensacola for a request to move forward. The next step toward two-way conversion will be to have the project added to the TPO Work Plan and the Long Range Transportation Plan as a high priority.

Restoration of Davis Highway and Dr. Martin Luther King (MLK), Jr. Drive-Alcaniz Street from one-way to two-way traffic is an identified project of the Eastside/Urban Infill Area Redevelopment Plan and the 2010 Urban Core Community Redevelopment Plan. On May 1, 2019 and July 10, 2019, the Eastside Redevelopment Board (ERB) expressed its support of the conversion of these roadways to two-way travel.

Originally, two-way streets, these facilities were converted to one-way traffic prior to the construction of the I-110 interstate system in an effort to move traffic quickly through Pensacola. However, high vehicle speeds have resulted in safety concerns associated vehicular crashes and limited multi-modal accessibility. Previous, two-way conversions of Spring Street, Baylen Street and Palafox Street have proven to reduce vehicle speed and improve safety.

Currently, Dr. MLK, Jr. Drive-Alcaniz Street provides southbound travel from the terminus of the I-110,

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Exit 4 ramp to Garden Street, and Davis Highway provides northbound travel from Wright Street to the I-110, Exit 4 ramp terminus. These streets traverse primarily residential neighborhoods, including the Eastside Neighborhood located north of Cervantes Street, and the Old East Hill Neighborhood located south of Cervantes Street, where pedestrian and bicycle access is growing in popularity and demand. Therefore, it is advisable that the Florida Department of Transportation (FDOT) convert these streets back to a two-way traffic pattern, including related multi-modal safety enhancements.

**PRIOR ACTION:**

May 1, 2019 - The ERB recommended approval of the CRA Work Plan for the Eastside redevelopment area for Fiscal Year 2020, with the addition of the Davis Street two-way conversion as an identified project.

July 10, 2019 - The ERB expressed support for the conversion of MLK Jr. Drive and Davis Highway from one-way streets to two-way streets.

August 5, 2019 - The CRA approved the CRA Work Plan for Fiscal Year 2020, with the addition of the Davis Street two-way conversion as an identified project.

**FUNDING:**

None.

**FINANCIAL IMPACT:**

No financial impact to the CRA or City of Pensacola is anticipated. FDOT proposes to fund the two-way impact study.

**CITY ATTORNEY REVIEW:** Yes

8/27/2019

**STAFF CONTACT:**

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

**ATTACHMENTS:**

None.

**PRESENTATION:** No



## Memorandum

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**File #:** 19-00406

Community Redevelopment Agency

9/9/2019

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### **ACTION ITEM**

**SPONSOR:** Jewel Cannada-Wynn, Chairperson

**SUBJECT:**

AMENDMENT OF COMMUNITY REDEVELOPMENT AGENCY BYLAWS

### **RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) approve the amendment of its bylaws to align with changes to the Interlocal Agreement for Administrative Services Between the Community Redevelopment Agency and the City of Pensacola and with current City policies and procedures. Further, that the CRA authorize the Chairperson to take all actions necessary to effectuate these changes.

### **SUMMARY:**

On July 15, 2019 the CRA approved Amendment No. 1 to the Interlocal Agreement for Administrative Services Between the Community Redevelopment Agency and the City of Pensacola in order to revise its staffing arrangement for administration of the CRA's activities and services. The attached revisions to the Bylaws will align the CRA's procedures with these to the Interlocal Agreement.

### **PRIOR ACTION:**

July 11, 2016 - The CRA approved the direct hire of the CRA Administrator and authorized a solicitation to fill an Assistant Administrator position.

June 5, 2017 - The CRA amended its Bylaws to add provisions for supervision and direction of CRA staff.

September 11, 2017 - The CRA approved an Interlocal Agreement for Administrative Services.

September 14, 2017 - City Council approved an Interlocal Agreement for Administrative Services.

May 7, 2018 - The CRA approved salary increases for the CRA Administrator and Assistant CRA Administrator.

July 15, 2019 - The CRA approved Amendment No. 1 to the Interlocal Agreement for Administrative

Services.

July 18, 2019 - City Council approved Amendment No. 1 to the Interlocal Agreement for Administrative Services.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None.

**CITY ATTORNEY REVIEW:** Yes

8/28/2019

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Attorney Memo - 8/19/19
- 2) CRA Bylaws - Proposed Amendments - Redline
- 3) CRA Bylaws - Proposed Amendments - Clean

**PRESENTATION:** No

**MEMORANDUM**

To: President Jewel Cannada-Wynn and CRA Board Members

From: Susan A. Woolf, City Attorney 

CC: Helen Gibson, CRA Administrator

Date: August 19, 2019

Re: Revision to the Bylaws – Attorney for the CRA

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The Community Redevelopment Agency considered proposed revisions to its Bylaws at the meeting held in July 2019. At that time, the CRA Board voted to table the revisions in order to provide additional time for my office to consider the proposed revisions to sec. 3.4 (Attorney). The purpose of this memorandum is to explain the attached proposed section 3.4 of the Bylaws.

Section 163.356(3)(c) provides that a CRA may hire its own legal counsel.<sup>1</sup> The interlocal agreement between the City and the CRA echoes the statute and provides that the CRA will have the right to obtain legal services from the City Attorney's Office.<sup>2</sup> The Charter instructs that the City Attorney shall provide legal counsel to the boards and commissions of the City.<sup>3</sup> The CRA is one of those boards; the City Council has

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<sup>1</sup> Section 163.356(3)(c) ("For such legal service as it requires, [a CRA] may employ or retain its own counsel and legal staff.").

<sup>2</sup> Interlocal Agreement between the City and the CRA dated September 22, 2017, as revised July 18, 2019, sec. 2.4 ("The Agency will be permitted to utilize . . . the City Attorney's Office to assist in the implementation of the Plans.").

<sup>3</sup> *City Charter*, sec. 5.03 ("The City Attorney shall serve as the chief legal adviser to, and shall represent, elected or appointed officials, boards and commissions, and employees in the course and scope of their official duties or employment, respectively. The City Attorney shall represent the City in legal proceedings and shall perform any other duties prescribed by State law, by this Charter, or by ordinance or resolution.") (emphasis added). In addition, City Charter sec. 4.02(a)(6) provides that "the official legal positions and actions" of the City "shall be solely within the scope and powers and duties of the City Attorney."

appointed itself as the board.<sup>4</sup> Should a conflict arise between the City and the CRA, the City Attorney will recommend the hiring of separate counsel for the City and the CRA as necessary.

Accordingly, the recommended revisions to section 3.4 of the Bylaws are designed to clearly state that the City Attorney's Office is the legal counsel for the CRA, unless the City Attorney has a conflict of interest created by a difference in position between the city staff and the CRA. Further, the revised language provides who determines when a conflict exists and what action occurs if a conflict arises between the City and the CRA.

Please let me know if you have any questions.

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<sup>4</sup> Section 163.356(2) states, "When the governing body adopts a resolution declaring the need for a community redevelopment agency, that body shall, by ordinance, appoint a board of commissioners of the community redevelopment agency . . . ." Section 163.357(1)(a), *Fla. Stat.*, provides that when a governing body declares itself to be the board of the CRA, "all the rights, powers, duties, privileges, and immunities vested by this part in [the CRA] will be vested in the governing body of the county or municipality, subject to all responsibilities and liabilities imposed or incurred."

**Attachment to Memorandum dated August 19, 2019**

**CRA Bylaws Revision to Section 3.4**

**Redline:**

- 3.4** **Attorney.** The CRA may appoint a CRA Attorney, who shall be a qualified member of the Florida Bar. As needed to perform legal work for the CRA, the CRA Attorney may consult with outside counsel. Unless otherwise appointed by formal action of the CRA, the The City Attorney's Office shall provide legal services to the CRA underpursuant to the City Charter and the Interlocal Agreement between the CRA and the City. If a conflict between the City and the CRA arises, then the CRA may hire its own legal counsel. Either the CRA or the City Attorney may decide that a conflict exists necessitating the hiring of outside other counsel. If a conflict arises, the CRA may, but is not required, to seek recommendations or other assistance from the City Attorney's Office in the hiring of otheroutside counsel.
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**Clean:**

- 3.4** **Attorney.** The City Attorney's Office shall provide legal services to the CRA pursuant to the City Charter and the Interlocal Agreement between the CRA and the City. If a conflict between the City and the CRA arises, then the CRA may hire its own legal counsel. Either the CRA or the City Attorney may decide that a conflict exists necessitating the hiring of outside counsel. If a conflict arises, the CRA may, but is not required, to seek recommendations or other assistance from the City Attorney's Office in the hiring of outside counsel.



**CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY  
BYLAWS**

*Amended on June 5, 2017 Revised on September 9, 2019*

**ARTICLE I – THE ORGANIZATION**

- 1.1     Name.** The name of this agency is the **City of Pensacola Community Redevelopment Agency (“CRA”)**, which was created by Resolution No. 55-80 adopted by the Pensacola City Council on September 25, 1980 and amended by Resolution No. 22-10 on August 19, 2010. The CRA is a dependent special district in accordance with Florida State Statutes Chapter 189.
- 1.2     Powers.** The CRA derives its powers from **Chapter 163, Part III, Florida Statutes as amended (“the Act”)** and from other powers delegated to it by law.
- 1.3     Purpose.** The CRA is established to eliminate and prevent the development and spread of slum and blight as defined in the Act in the **Pensacola Inner City Community Redevelopment Area (“CRA Area”)** as established by Resolution No. 54-80 and reaffirmed by Resolution No. 65-81. Further, the **City Council of the City of Pensacola (“City Council”)** has designated three redevelopment areas that are funded by Tax Increment Financing (TIF) within the CRA Area: (i) Urban Core Redevelopment Area, (ii) Westside Community Redevelopment Area and (iii) Urban Infill and Redevelopment Area (Eastside). Each redevelopment area has its own **Community Redevelopment Plan (“Plan”)** which has been adopted and amended from time to time by the City Council. The purpose of the Plans is to identify policies and actions to remedy the conditions of slum and blight that have been determined to exist within the CRA Area.
- 1.4     Principal Office.** The CRA’s principal office shall be at any place within the City as the **CRA Board (“Board”)** designates.
- 1.5     Documents.** The official set of CRA books and financial records shall be maintained in the City of Pensacola’s Financial Services Department. The official records, documents and minutes of the Board shall be maintained at the City of Pensacola Clerk’s Office. All CRA books, records, documents and minutes shall be open for public inspection as provided by law.
- 1.6     Operations.** Unless expressly provided otherwise by law or action of the CRA, ordinances, policies and rules of procedure for the City of Pensacola shall apply to the CRA.

**ARTICLE II – CRA BOARD**

- 2.1     Members.** The Board shall consist of all members of the City Council.
- 2.2     Compensation.** Board members shall serve without compensation, but shall be entitled to reimbursement for actual and necessary expenses incurred in discharging their duties, in accordance with the City’s reimbursement policies and the approved CRA budget.

### ARTICLE III – CRA OFFICERS AND STAFF

- 3.1 **Chair.** The chair shall be elected by the City Council during the month of December. The Chair shall preside at all CRA meetings, execute all instruments in the name of the CRA, appoint committees with approval by the Board, and perform all other duties required by the Board.
- 3.2 **Vice Chair.** The vice chair shall be elected by the City Council during the month of December. In the absence of the Chair, the Vice-Chair shall exercise all functions of the Chair.
- 3.3 **Chair Pro Tem.** In the absence of the Chair and Vice-Chair, Board members shall select a member present as temporary Chair to conduct the meeting and perform the duties of the Chair.
- 3.4 **Attorney.** ~~The CRA may appoint a CRA Attorney, who shall be a qualified member of the Florida Bar. As needed to perform legal work for the CRA, the CRA Attorney may consult with outside counsel.~~ The City Attorney's Office shall provide legal services to the CRA pursuant to the City Charter and the Interlocal Agreement between the CRA and the City. If a conflict between the City and the CRA arises, then the CRA may hire its own legal counsel. Either the CRA or the City Attorney may decide that a conflict exists necessitating the hiring of outside counsel. If a conflict arises, the CRA may, but is not required to, seek recommendations or other assistance from the City Attorney's Office in the hiring of outside counsel.
- ~~3.5 **Compensation.** Officers who are not Board members may be compensated as the Board deems appropriate. However, an officer performing CRA duties as part of employment with the City cannot be compensated directly by the CRA, although the CRA may reimburse the City for the cost of services provided by the officer pursuant to an Inter local Agreement or Memorandum of Understanding between the City and the CRA.~~
- 3.56 **Employees Assigned Personnel.** ~~All employees of the Community Redevelopment Agency (CRA) shall be responsible to the CRA through the Chairperson of the CRA and shall be supervised by the CRA Administrator. The City shall assign employees to provide administrative services to the CRA and to implement the Plans through an Interlocal Agreement or a Memorandum of Understanding, as described in Article IV. The assigned employees shall include an administrator, an assistant to the administrator, and any other personnel the parties agree to assign to fulfill tasks and duties for the CRA. Assigned personnel shall be City employees, subject to the policies and procedures of the City, and shall not be officers, employees, or agents of the CRA.~~
- 3.67 **Direction of Employees Assigned Personnel.** In the performance of their duties, ~~the staff of the CRA assigned personnel~~ shall be directed by the ~~CRA Chairperson City~~ or by formal CRA action.

### ARTICLE IV – CITY SERVICESSTAFF SUPPORT

- 4.1 **Inter-local Agreement.** An Inter-local Agreement between the City and the CRA shall provide for ~~the long-term~~ CRA use ~~commitment~~ of City staff ~~and services deemed necessary~~ to accomplish CRA's redevelopment activities in the CRA Area. The agreement shall describe the responsibilities of the City and the CRA and show the estimated costs or the manner in which costs shall be determined.
- 4.2 **Memorandum of Understanding.** To accomplish necessary, short-term, redevelopment activities not contemplated by the Inter-local Agreement, a Memorandum of Understanding between the City and the CRA shall provide for City staff support and services to the CRA for such activities. The

memorandum shall describe the scope of City staff support and services to the CRA and the estimated costs or the manner in which costs shall be determined.

## ARTICLE V -- MEETINGS

- 5.1 Regular Meetings.** The Board shall meet regularly at least once each month at such time and place as it may prescribe, with at least 7 days' notice provided to Board members and the public.
- 5.2 Special Meetings or Workshops.** Special meetings or workshops, which must be limited to the subject(s) specified on the agenda, may be called by any three Board members or the Chair upon at least 72 hours' notice to Board members and the public. Agendas for special meetings or workshops shall be prepared in accordance with Sections 5.6.1 and 5.6.3 below.
- 5.3 Emergency Meetings.** For urgent matters requiring immediate Board action, emergency meetings may be called by the Chair with 24 hours' notice or as soon as practicable. ~~Prior public notice shall not be required, but shall be provided as soon as possible if feasible.~~ Agendas for emergency meetings shall be prepared in accordance with Sections 5.6.1 and 5.6.3 below.
- 5.4 Quorum.** The presence of a majority of the Board members shall constitute a quorum for meeting purposes. If a quorum is not present, the Chair may reschedule the meeting, with notice to be given to each absent Board member.
- 5.5 Voting.** Except as otherwise provided by these bylaws, the affirmative vote of ~~at least~~ a majority of Board members shall be required for any Board action to be valid.
- 5.6 Agenda.** The following procedure is established for agenda preparation for regular meetings:
- 5.6.1 The agenda shall be ~~prepared set~~ by the Chair with the assistance of ~~City Staff under the terms of an Inter-local agreement~~ the CRA Administrator or his/her designee.
- 5.6.2 Board members desiring ~~agenda~~ items to be placed on the agenda shall make the request to the CRA ~~assigned City Staff~~ Administrator at least ~~ten~~ fourteen days before the meeting. "Add-on" items shall adhere to City Council policies and procedures, as applicable.
- 5.6.3 A copy of the agenda and all supporting data available shall be provided to the Board, the CRA Attorney and the public at least ~~three-six~~ days before the meeting. In the case of ~~an Special or~~ Emergency Meeting, Special Meeting, or Workshop, the agenda and supporting data will be provided as soon as it is available.

## ARTICLE VI – FINANCIAL MANAGEMENT

- 6.1 Fiscal Year.** The CRA's fiscal year shall begin on October 1<sup>st</sup> of each year.
- 6.2 Budget.** The ~~Chair-City, through Interlocal Agreement,~~ shall be responsible to assure that the CRA's annual budget is prepared and completed in time for inclusion within the City's budget. The CRA ~~Board~~ shall adopt ~~the-its~~ budget by Resolution and recommend it to City Council. Pursuant to the Act, the City shall also ensure that the CRA's annual budget, and any amendments thereto, as submitted to the Escambia County Board of County Commissioners within 10 days of adoption.
- 6.3 Accounting Practices.** The CRA shall comply with all Florida Department of Financial Services uniform accounting practices and procedures for units of local government.

- 6.4 **Supervision of Accounts.** The ~~Chair City, through Interlocal Agreement,~~ shall be responsible for the internal supervision and ~~control management~~ of CRA accounts.  
~~Such oversight may be delegated to City staff under an Inter local Agreement.~~
- 6.5 **Annual Report.** ~~No later than March 31<sup>st</sup> of each year, the CRA shall file with the City Clerk a report of its activities for the preceding fiscal year, including a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of the fiscal year. At the time of filing the report, the CRA shall publish in a local newspaper of general circulation a notice that the report has been filed with the City Clerk and is available for inspection during business hours in the City Clerk's office. An annual report of the CRA's activities shall be prepared and filed with the City on an annual basis in accordance with the Act.~~
- 6.6 **Audit.** ~~Within six months after the end of each fiscal year, a~~An audit of the **Redevelopment Trust Funds ("Funds")** shall be conducted ~~by an independent certified public accountant~~ in accordance with the rules of the Florida Auditor General, ~~the Act and all applicable laws.~~ ~~The audit report shall describe for the fiscal year the amount and source of deposits into the Fund, the amount and purpose of withdrawals from the Fund, the amount of principal and interest paid on any indebtedness to which increment revenues are pledged, and the remaining amount of such indebtedness. The audit may be accomplished in conjunction with the City's annual audit, by the same certified public accountant, with the audit report submitted to the appropriate State agencies as a single report, provided the CRA component is presented as a separate fund(s) in the report. The CRA shall provide by registered mail a copy of the audit report to each taxing authority as defined by the Act (does not include school districts), the Florida Auditor General and the Florida Department of Financial Services.~~
- 6.7 **Expenditures.** All expenditures of CRA funds shall be in accordance with adopted procedures of the City and all applicable laws, the CRA's adopted budget and approved annual work plan, as amended from time to time during the fiscal year, Fund requirements, and the Plan.
- 6.8 **Borrowing.** The affirmative vote of at least a majority of Board members shall be required to authorize the CRA to borrow money subject to City Council approval by Resolution. Borrowed funds may be used only for purposes allowed by the Act and the Plan.

## ARTICLE VII -- DISPOSAL OF CRA REAL PROPERTY

The sale, lease, disposal or transfer of CRA real property, or any interest therein, shall be consistent with the Act and approved by City Council. The Board shall strive to obtain market value for the sale or lease of any CRA-owned land, or clearly state for the record the reason(s) the transaction is below market value.

## ARTICLE VIII -- AMENDMENT OF BYLAWS

Amendments to these bylaws shall require the affirmative vote of at least a majority of Board members.

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**BYLAWS**  
*Revised on September 9, 2019*

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