



City of Pensacola

222 W. Main Street
Pensacola, FL 32502

Agenda

Eastside Redevelopment Board

Wednesday, January 8, 2020

4:30 PM

Whibbs Conference Room, 1st Floor

Call to Order

Determination of Quorum

Election of Officers

Approval of Minutes

1. [20-00008](#) MINUTES OF EASTSIDE REDEVELOPMENT BOARD MEETING - 07/10/19

Attachments: [DRAFT ERB Minutes - July 10, 2019](#)

Old Business

New Business

2. [20-00009](#) UPDATE ON HOLLICE T. WILLIAMS URBAN GREENWAY SOLICITATION
3. [20-00010](#) UPDATE ON RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM

Attachments: [Residential Property Improvement Program Guidelines - Ver. 12.09.19](#)

4. [20-00015](#) AMENDMENT OF PHASE II PROJECT SCOPE - GENERAL DANIEL "CHAPPIE" JAMES JR. MUSEUM & YOUTH FLIGHT ACADEMY PROJECT

Attachments: [MFC Map For Parking – General "Chappie" James, Jr. Museum & Flight Acader](#)
[MCBC Map for Parking – General "Chappie" James, Jr. Museum & Flight Acade](#)

5. [20-00016](#) UPDATE ON TWO-WAY CONVERSION OF MARTIN LUTHER KING JR. DRIVE AND DAVIS HIGHWAY

Reports and Announcements

Board Member Comments

Open Forum

Adjournment

PLEASE NOTE: One or more members of the City Council/Community Redevelopment Agency Board may be in attendance.

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 850-435-1695 (or TDD 435-1666) for further information. Requests 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 #: 20-00008

Eastside Redevelopment Board

1/8/2020

SUBJECT:

MINUTES OF EASTSIDE REDEVELOPMENT BOARD MEETING - 07/10/19

Approval of Eastside Redevelopment Board (ERB) meeting minutes for July 10, 2019.



Eastside Redevelopment Board
Wednesday, July 10, 2019 – 4:30 P.M. Central
222 W. Main Street, 1st Floor, Pensacola FL 32502
Vince Whibbs Conference Room

RECORD OF MINUTES

BOARD MEMBERS PRESENT

Fred D. Young Business Owner
Aretta Anderson Neighborhood Association Representative
Jasmine Hunt Homeowner
Ann Hill Council Member Representative

BOARD MEMBERS ABSENT

Jeannie Rhoden Homeowner

STAFF PRESENT

Helen Gibson CRA Administrator
Victoria D'Angelo Asst. CRA Administrator
Dick Barker Chief Financial Officer

Call to Order

In the absence of the Chairperson, the position was assumed by Councilwoman Hill at the request of Vice-Chairperson Aretta Anderson. The meeting was called to order at 4:40 p.m. by Acting Chairwoman Hill.

The Board's Rules of Order and Decorum were read by Acting Chairwoman Hill.

Administration of Oath

City Clerk, Ericka Burnett, administered the oath of office to Board Members Jasmine Hunt, Fred D. Young, and Ann Hill.

Determination of Quorum

A quorum was present.

Approval of Minutes

1. 19-00308 APPROVAL OF MINUTES – 05/01/19

Board Member Hunt made a motion to approve the May 1, 2019 meeting minutes. Motion seconded by Board Member Young and passed unanimously.

Old Business

No old business was discussed.

New Business

2. **19-00309 TWO-WAY CONVERSION OF MARTIN LUTHER KING JR. DRIVE AND DAVIS HIGHWAY**

Acting Chairperson Hill introduced the item and requested clarification regarding past actions pertaining to the item. Assistant CRA Administrator Victoria D'Angelo responded accordingly. Follow-up remarks were provided by CRA Administrator Helen Gibson and Mayor Grover Robinson.

Comments were provided by the following person(s):

- Tommy White, 1415 North 8th Avenue, Pensacola FL
- Clarence Stokes, 117 Warwick Avenue, Pensacola FL
- John Allbritton, 4570 Shadesview Drive, Pensacola FL
- Teresa Hill, 412 West Gregory Street, Pensacola FL
- Deathera Forbes, 6440 Mariana Drive, Pensacola FL
- Unidentified Male
- Unidentified Female

Discussion ensued amongst the Board and the public fielding questions and comments. Ms. Gibson and Mayor Robinson responded accordingly.

Board Member Young made a motion that the Eastside Redevelopment Board (ERB) support the study for the proposed conversion of Martin Luther King (MLK) Jr. Drive and Davis Highway from one-way streets to two-way streets. Further, that the ERB authorize the ERB Chairperson to provide a statement of support, as may be necessary to further the projects. Finally, that the ERB recommend the inclusion of the MLK Jr. Drive two –way conversion study project as an identified project under the Complete Streets element of the Fiscal Year 2020 Community Redevelopment Agency (CRA) Work Plan for the Eastside Community Redevelopment Area. Motion seconded by Vice-Chairperson Aretta Anderson and carried unanimously.

3. **19-00310 FISCAL YEAR 2020 BUDGET RECOMMENDATION – EASTSIDE TAX INCREMENTAL FINANCING DISTRICT**

Chief Financial Officer Dick Barker, provided an overview presentation of the proposed Fiscal Year 2020 budget for the Eastside Tax Incremental Financing District. Discussion ensued fielding questions and comments. Mr. Barker, Ms. Gibson and Ms. D'Angelo responded accordingly.

Comments were provided by the following person(s):

- Tommy White, 1415 North 8th Avenue, Pensacola FL
- Clarence Stokes, 117 Warwick Avenue, Pensacola FL
- John Allbritton, 4570 Shadesview Drive, Pensacola FL
- Henry L. McAway III, 381 Gamarra Road, Pensacola FL
- Anthony Caldwell, 500 East Fairfield Drive, Apt 321, Pensacola FL

- Dottie Dubuisson, 1308 North Barcelona Street, Pensacola FL

Multiple comments were provided regarding the history of Magee Field, current conditions and the need for improvements to the facility. A handout was distributed to the Board by Acting Chairwoman Hill regarding a request by the East Pensacola Student Athlete Program, Inc. (EPSAP) for improvements to Magee Field.

Board Member Hunt made a motion to endorse improvements to Magee Field by the City of Pensacola using City or Local Option Sales Tax (LOST) funds. Motion seconded by Board Member Young and carried unanimously.

Acting Chairperson Hill asked for a motion to recommend approval of the proposed budget.

Board Member Young made a motion to recommend approval of the proposed Fiscal Year 2020 budget for the Eastside Tax Incremental Financing District. Motion seconded by Board Member Hunt and carried unanimously.

4. 19-00311 APPROVAL OF MEETING SCHEDULE AND TIME

Acting Chairperson Hill provided an overview of the item.

Board Member Young made a motion to approve changing the time of all future regular meetings from 4:00 p.m. to 4:30 p.m., while retaining its current meeting schedule. Motion seconded by Vice Chairperson Anderson and carried unanimously.

Reports and Announcements

No reports and announcements were provided.

Board Member Comments

Vice-Chairperson Anderson stated that she felt the meeting went well.

Open Forum

Comments were provided by the following person(s):

- Dottie Dubuisson, 1308 North Barcelona Street, Pensacola FL

Adjournment

With no further business, the meeting adjourned at 6:03 p.m.



Memorandum

File #: 20-00009

Eastside Redevelopment Board

1/8/2020

DISCUSSION ITEM

SPONSOR: Jeannie Rhoden, ERB Chairperson

TITLE:

UPDATE ON HOLLICE T. WILLIAMS URBAN GREENWAY SOLICITATION

SUMMARY:

The development of the Hollice T. Williams Urban Greenway is identified as a key redevelopment project within the Eastside Neighborhood Plan Element of the Urban Infill and Redevelopment Area Plan, as amended. In November 2009, the Community Redevelopment Agency (CRA) contracted with Looney, Ricks, Kiss Architects, Inc. and EDSA to develop the Hollice T. Williams Urban Linear Greenway Framework Plan. The Framework Plan was finalized in 2010.

To further implement the framework plan and address stormwater, the project was submitted to Escambia County for RESTORE Direct Component funding in 2016, and selected to receive \$1.5 million towards design, and permitting.

Since project selection, Escambia County has worked closely with the City, and CRA to initiate a solicitation for design proposals. An update will be provided regarding the status of the project.

STAFF CONTACT:

Helen Gibson, AICP, CRA Administrator

Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

None.

PRESENTATION: No



Memorandum

File #: 20-00010

Eastside Redevelopment Board

1/8/2020

DISCUSSION ITEM

SPONSOR: Jeannie Rhoden, ERB Chairperson

TITLE:

UPDATE ON 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. Due to the age and condition of the existing housing stock, it has been identified that increased funding is warranted to adequately stabilize homes located within the program's priority boundaries.

To maximize the opportunity for preservation of existing affordable housing stock, revisions to the RPIP guidelines were brought forward to the CRA during its December 9, 2019 meeting to increase the maximum award amount for owner occupied properties. A copy of the revised guidelines are attached.

STAFF CONTACT:

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

ATTACHMENTS:

1) Residential Property Improvement Program Guidelines - Ver. 12.09.19

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 tax base.
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 may receive funding up to \$ \$70,000 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.
- 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.
11. **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.
12. **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.
13. **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 \$ \$70,000 (for Owner Occupied Properties) or \$17,500 (for 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	
<i>Owner-Occupied Properties</i>	<i>Rental Properties</i>
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.

(f) 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.

(g) 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 \$ \$70,000 (Owner Occupied Properties), or \$17,500 (Rental Properties). 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.

(h) 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
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.

Code Violations

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

(i) 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.



Memorandum

File #: 20-00015

Eastside Redevelopment Board

1/8/2020

ACTION ITEM

SPONSOR: Jeannie Rhoden, ERB Chairperson

SUBJECT:

AMENDMENT OF PHASE II PROJECT SCOPE - GENERAL DANIEL "CHAPPIE" JAMES JR.
MUSEUM & YOUTH FLIGHT ACADEMY PROJECT

RECOMMENDATION:

That the Eastside Redevelopment Board (ERB) recommend that, the Community Redevelopment Agency (CRA) approve amendment of the General Daniel "Chappie" James, Jr. Museum and Flight Academy Phase II Project scope.

SUMMARY:

Funding for the General Daniel "Chappie" James, Jr. Museum and Flight Academy Project has been a priority project of the CRA for the Eastside Redevelopment Area. The historic home site of America's first African American Four Star General, Daniel "Chappie" James, Jr. is located on Dr. Martin Luther King Jr. Boulevard and listed on the National Register of Historic Place. The museum is operated by the Chappie James Museum of Pensacola, Inc. - a not for profit organization. Science, Technology, Engineering and Mathematics (STEM) tutoring and youth flight academy workshops are provided at the site by the Chappie James Youth Flight Academy organization to help prepare community youth for potential careers in the field of aviation.

The approved project included development of a free standing surface parking lot one block away to address overflow needs at the project site. Recently, however, the shared use of nearby existing parking lots was identified as a more appropriate alternative to constructing an additional surface parking lot in the neighborhood for Chappie James overflow parking use.

In lieu of the parking lot, the Museum and Flight Academy boards have requested the remaining project funds be used to construct an outdoor classroom -- expanding available space for the two programs. Additionally, the groups have requested additional site and right of way improvements, including fencing at the site, sidewalk repair and street lighting along E. Moreno Street.

Staff recommends that the ERB recommend that the CRA approve the amendment of the Phase II project scope to substitute these improvements for construction of the stand-alone parking lot, to the extent remaining project funding will allow.

PRIOR ACTION:

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

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

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

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

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

September 12, 2016 - CRA Board approved a supplemental budget resolution transferring \$440,000 from the CRA’s proceeds of the sale of 16 S. Palafox Street to the City’s General Fund.

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

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

February 6, 2017 - CRA adopted a funding resolution to approve bond financing for the project, including the parking lot construction.

February 9, 2017 - City Council adopted a funding resolution to approve bond financing for the project, including the parking lot construction.

FUNDING:

Budget: \$436,969

Actual: \$436,969

STAFF CONTACT:

M. Helen Gibson, AICP, CRA Administrator

ATTACHMENTS:

- 1) MFC Map For Parking - General "Chappie" James, Jr. Museum & Flight Academy
- 2) MCBC Map for Parking - General "Chappie" James, Jr. Museum & Flight Academy

PRESENTATION: No

MEMORANDUM OF AGREEMENT
FOR SHARED PARKING

THIS AGREEMENT FOR SHARED PARKING ("Agreement") is made and entered into this _____ day of _____, 201__, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, whose address is 222 W. Main Street, Pensacola, FL 32502, and the Mount Canaan Missionary Baptist Church, Inc. ("MCMBC"), a Florida nonprofit corporation, whose address is 500 E. Moreno Street, Pensacola FL 32503, both collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the City owns the rehabilitated historic home of General Daniel "Chappie" James and newly constructed facilities located within the General Daniel "Chappie" James Memorial Park to support a commemorative museum ("Museum") and community-based youth flight academy ("Flight Academy") operated by independent operators through lease agreements with the City; and

WHEREAS, the Museum and Flight Academy ("City property") are located at 1606 - 1608 Dr. Martin Luther King Jr. Drive, Pensacola, Florida 32503, as shown in Exhibit A and hereby incorporated by this reference; and

WHEREAS, such programming and use of the Museum and Flight Academy, from time to time, requires the provision of parking beyond the availability of parking located on-site; and

WHEREAS, MCMBC owns certain real property, located at 1521 N. 6th Avenue, Pensacola, Florida ("MCMBC Property"), as shown in Exhibit A and hereby incorporated by this reference; and

WHEREAS, such MCMBC Property is used for the provision of overflow parking for the Mount Canaan Missionary Baptist Church located at 500 East Moreno Street, Pensacola, Florida 32503, and is maintained by the church as an unimproved parking facility; and

WHEREAS, MCMBC desires to make such parking space contained within the MCMBC Property available to the City for overflow parking for the Museum and Flight Academy; and

WHEREAS, the City desires to utilize the MCMBC's Property to provide for the overflow parking space required by the Museum and Flight Academy; and

WHEREAS, the Parties now desire to enter into this Agreement pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of one hundred dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged by the Parties, and in consideration of the mutual promises herein, the Parties agree as follows:

Section 1. Recitals. The Parties agree the recitals above are true and correct and are incorporated into this Agreement by this reference.

Section 2. Agreement for Shared Use. MCMBC agrees to share with, and hereby grants, the City, guests, and tenants of the Museum and Flight Academy, the right to use parking space contained within the MCMBC Property, without charge, unencumbered by any conditions that would interfere with its use as such. To provide for such parking space, MCMBC shall ensure the continued availability of such parking space and non-exclusive use by the City, guests and tenants of the Museum and Flight Academy for such purpose in accordance with Section 3 below. Such use shall be for the sole purpose of providing overflow parking for visitors of the Museum and Flight Academy.

Section 3. Hours of Parking Use and Availability. It is presumed that the majority of parking usage by the Parties will occur at alternating times. Parking usage generated by the Museum and Flight Academy is anticipated to occur primarily during daytime, weekday hours. Church usage is anticipated to occur primarily during evening and weekend hours. Should either party foresee a potential or anticipated conflict based on the presumed schedule of use, such party shall notify the other party in writing no less than seven (7) days prior to the occurrence of such conflict.

Section 4. Property Improvements. MCMBC shall notify the City in writing no less than thirty (30) days prior to commencement of any modifications, alterations or improvements to the MCMBC Property that would interrupt the availability and use of parking by the City, including guests and tenants of the Museum and Flight Academy as described herein. MCMBC shall schedule the work to avoid interference with any major need by the other party for the use thereof during the time of such work. In mutual covenant, the City shall take reasonable action to avoid parking conflicts during the time that work is to commence and be underway.

Section 5. Change of Use. Should either party alter or change the use of the MCMBC Property, such party shall notify the other party in writing no less than thirty (30) days prior to the date that the change of use is to occur.

Section 6. Term and Termination. The term of this Agreement (“Term”) shall commence upon the date first written above and shall terminate as hereinafter provided. This Agreement shall terminate upon the conclusion of a fifteen (15) year period from the date of commencement or as provided in Section 7, whichever is earlier.

Section 7. Termination for Convenience. MCMBC, in its sole discretion, may terminate this Agreement for convenience, without cause or penalty, upon thirty (30) days notice to the City of its intent to terminate. The City, in its sole discretion, may terminate this Agreement for convenience, without cause or penalty, upon thirty (30) days notice to MCMBC of its intent to terminate.

Section 9. No Assignment. This Agreement is non-assignable by either party. Any attempted assignment shall be null and void and without legal effect.

Section 10. Hold Harmless. To the extent permitted by law, the City of Pensacola agrees to be responsible for damages arising out of the City of Pensacola's use of the subject parking lot, but only if those damages arise solely out the negligence of the City of Pensacola. Nothing contained herein shall be construed or interpreted as denying the City of Pensacola any remedy or defense available under the laws of the State of Florida; the consent of the City of Pensacola to be sued; or a waiver of sovereign immunity of the City of Pensacola beyond the waiver provided in section 768.28 of the Florida Statutes.

Section 11. Venue. Venue for any claim, action or proceeding arising out of this Agreement shall be Escambia County, Florida.

Section 12. *This section intentionally left blank.*

Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 14. Notices. All notices by either party to the other shall be made either by utilizing the registered or certified mail of the United States of America, postage prepaid, or by utilizing any other method of delivery requiring signature for receipt, and such notice shall be deemed to have been delivered and received on the date of such utilization. All notices, demands or other communications required hereunder shall be written to the addresses set forth below:

To City: CITY ADMINISTRATOR
City of Pensacola
222 W Main Street
Pensacola Florida 32502

To MCMBC: FRED D. YOUNG, III, Pastor
Mount Canaan Missionary Baptist Church, Inc.
500 E Moreno Street
Pensacola Florida 32503

Section 15. Public Records Act. The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 16. Modifications. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and executed in the same formality herewith.

Section 17. No Other Agreements. The Parties agree the Agreement contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party.

IN WITNESS WHEREOF, the Parties hereto have signed this instrument the day and year first written above.

MOUNT CANAAN MISSIONARY
BAPTIST CHURCH, INC.

THE CITY OF PENSACOLA, FLORIDA

Fred D. Young, III, Pastor/President

Grover C. Robinson, IV, Mayor

ATTEST:

ATTEST:

Corporate Secretary

Ericka Burnett, City Clerk

(SEAL)

(SEAL)

Approved as to substance:

M. Helen Gibson, CRA Administrator

Legal in form and valid as drawn:

Susan A. Woolf, City Attorney

Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

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

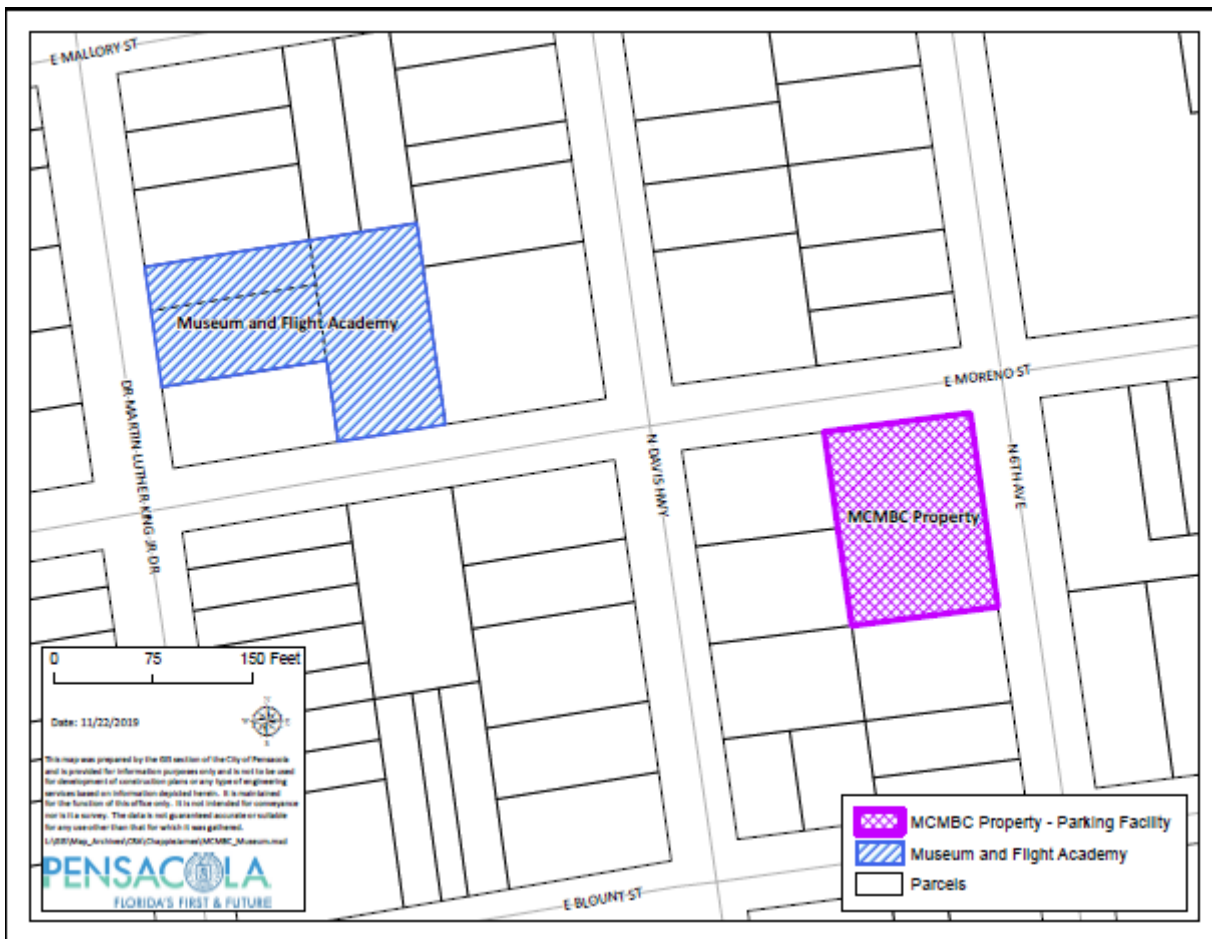
Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

**AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715,
PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET,
PENSACOLA, FL 32502.**

EXHIBIT “A”

**PROPERTY LOCATIONS: GENERAL “CHAPPIE” JAMES MUSEUM & FLIGHT ACADEMY &
MT. CANAAN MISSIONARY BAPTIST CHURCH PARKING FACILITY**







Memorandum

File #: 20-00016

Eastside Redevelopment Board

1/8/2020

DISCUSSION ITEM

SPONSOR: Jeannie Rhoden, CRA Chairperson

TITLE:

UPDATE ON TWO-WAY CONVERSION OF MARTIN LUTHER KING JR. DRIVE AND DAVIS HIGHWAY

SUMMARY:

Conversion of Davis Highway and Dr. Martin Luther King, Jr. Drive from one way to two way traffic is a project identified in the Eastside/Urban Infill Area Redevelopment Plan. During its meetings on May 1, 2019, and July 10, 2019, the Eastside Redevelopment Board (ERB) affirmed its support of the two-way conversion project and recommended the project for inclusion in the Fiscal Year 2020 Community Redevelopment Agency (CRA) Eastside Community Redevelopment Area Work Plan.

Since the ERB's action in May, the Florida Department of Transportation (FDOT) has expressed a commitment to initiating a traffic study to determine the feasibility and costs related to the two-way conversion of Davis Highway and Martin Luther King, Jr. Boulevard. This study is currently underway. An update will be provided during the meeting.

STAFF CONTACT:

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

ATTACHMENTS:

None.

PRESENTATION: No