



# City of Pensacola

## Community Redevelopment Agency

### Agenda

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

---

Monday, March 23, 2020, 3:30 PM

Hagler-Mason Conference Room,  
2nd Floor

---

#### Special Meeting

#### CALL MEETING TO ORDER

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

#### BOARD MEMBER DISCLOSURE

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

#### CHAIRMAN'S REPORT

#### APPROVAL OF MINUTES

1. [20-00123](#) MINUTES OF CRA MEETING - 2/10/2020

*Attachments:* [021020CRAMin](#)

#### PRESENTATIONS

2. [20-00125](#) COMMUNITY POLICING SERVICES IN THE CRA

*Recommendation:* That the Community Redevelopment Agency (CRA) receive a presentation on Community Policing Innovations provided under the interlocal agreement with the City of Pensacola.

*Sponsors:* Jared Moore

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

#### ACTION ITEMS

3.     [20-00111](#)     APPROVAL OF AGREEMENT FOR ADMINISTRATION OF THE RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA AND THE EMERALD COAST REGIONAL COUNCIL

*Recommendation:* That the Community Redevelopment Agency (CRA) approve an agreement for the administration of the Residential Property Improvement Program with the Emerald Coast Regional Council and authorize the CRA Chairperson to execute all necessary documents.

*Sponsors:* Jared Moore

*Attachments:*     [Program Administration Agreement with ECRC](#)

4.     [20-00124](#)     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 South Baylen Street, by Studer Properties, LLP from February 29, 2020, to August 31, 2020. Further, that the CRA Chairperson be authorized to execute all necessary documents.

*Sponsors:* Jared Moore

*Attachments:*     [Extension Request Letter - 2/20/20](#)  
                          [Special Warranty Deed - Recorded](#)  
                          [Location Map - 150 South Baylen St](#)

## DISCUSSION ITEMS

## OPEN FORUM

## ADJOURNMENT

*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.*

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

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 20-00123

Community Redevelopment Agency

3/23/2020

---

**SUBJECT:**

MINUTES OF CRA MEETING - 2/10/2020

Approval of Community Redevelopment agency (CRA) meeting minutes for February 10, 2020



# City of Pensacola

## COMMUNITY REDEVELOPMENT AGENCY

### Meeting Minutes

---

February 10, 2020

5:00 P.M.

Hagler/Mason Conference Room

---

The Community Redevelopment Agency (CRA) Board meeting was called to order by Chairperson Moore at 5:00 P.M.

#### CALL MEETING TO ORDER

**CRA Members Present:** Jared Moore, Ann Hill, Jewel Cannada-Wynn, John Jerralds, Sherri Myers (left 7:00), Andy Terhaar (left 6:46), P.C. Wu

**CRA Members Absent:** None

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

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

#### CHAIRMAN'S REPORT

Brief opening comments regarding recent initiatives.

#### APPROVAL OF MINUTES

1. [20-00088 MINUTES OF CRA MEETING - 1/13/2020](#)

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

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

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

#### PRESENTATIONS

None

**ACTION ITEMS**

2. [20-00067 APPROVAL OF PROJECTS TO BE FUNDED FROM THE URBAN CORE REDEVELOPMENT REFUNDING AND IMPROVEMENT REVENUE BOND, SERIES 2019.](#)

**Recommendation:** That the Community Redevelopment Agency (CRA) approve the "Hashtag" Waterfront Connector improvements, Bruce Beach improvements, Community Maritime Park Day Marina, and Jefferson Road Diet/sidewalk repair and improvements (aka "East Garden District") projects in accordance with the 2010 Urban Core Community Redevelopment Plan for funding through the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

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

Chairperson Moore referred to the presentation provided during the February 4<sup>th</sup> workshop at which the (above referenced) projects were presented in conceptual format. He inquired of funding allocations by project which CRA Administrator, along with clarification from Deputy City Attorney Wells indicating that the specific allocations are not being considered by the CRA Board at this time, rather those details will be provided to City Council at a future meeting for consideration of approving specified allocations for each project. CRA Administrator Gibson referenced hardcopies of the 2/4/20 presentation (on file with background materials) which provides engineering estimates for each project for a total of \$18 million.

CRA Member Hill requested public comments prior to CRA Board Members' discussion.

Public input was heard from the following individuals:

Dan Lindemann

Drew Buchanan

CRA Member Hill inquired of the additional project for Jefferson Street; Chairperson Moore inquired of specifics to come back for approval altogether or separately. CRA Administrator Gibson responded accordingly to questions and made follow-up clarifications based on public speakers' comments.

Public input continued:

Gloria Horning  
Beverly Perry

Tony McCray  
Carolyn Grawi

Some CRA Members made comments following public speakers' remarks.

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

Following public input, discussion ensued among CRA Members (regarding Item 2, 20-00067) with CRA Administrator Gibson fielding comments and questions.

Upon conclusion of discussion, the vote was called.

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

Yes: 5      Andy Terhaar, Jared Moore, Jewel Cannada-Wynn, John Jerralds,  
                 P.C. Wu

No: 2      Ann Hill, Sherri Myers

3.      [20-00081](#) **FEDERAL COURTHOUSE PARKING LEASE - NORTH PALAFOX LOT**

**Recommendation:** That the Community Redevelopment Agency (CRA) approve a lease with the United States Government for Federal Courthouse parking at the North Palafox Parking Lot. 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 Myers.**

CRA Administrator explained the lease before the CRA Board for consideration. She referenced hardcopies of an updated lease document clarifying the only change was to provide the address of the CRA (on file with background materials).

Discussion took place with CRA Administrator Gibson fielding comments and questions.

Upon conclusion of discussion, the vote was called.

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

Yes: 7      Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, John  
                 Jerralds, P.C. Wu, Sherri Myers

No: 0      None

**DISCUSSION ITEMS****4. [20-00069](#) UPDATE ON HAWKSHAW REDEVELOPMENT AT 9TH AVENUE AND ROMANA STREET MILESTONES**

CRA Administrator Gibson updated CRA Board Members on the milestone items received to-date. Brian Spencer, Architect for the project and Robert Montgomery, principal owner of the Hawkshaw Redevelopment Group were in attendance and addressed the Board as to the milestones reached and provided to the CRA to-date.

**OPEN FORUM**

**Drew Buchanan:** made follow-up remarks regarding Item 2, 20-00067 *Approval of Projects to be Funded from the Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019*.

CRA Administrator Gibson and CRA Member Cannada-Wynn addressed the above comments from Mr. Buchanan.

**ADJOURNMENT**

7:03 P.M.

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

Prepared by City Clerk Staff/rmt





## Memorandum

---

File #: 20-00125

Community Redevelopment Agency

3/23/2020

---

### **PRESENTATION ITEM**

FROM: Jared Moore, Chairperson

SUBJECT:

COMMUNITY POLICING SERVICES IN THE CRA

REQUEST:

That the Community Redevelopment Agency (CRA) receive a presentation on Community Policing Innovations provided under the interlocal agreement with the City of Pensacola.

SUMMARY:

On September 9, 2019, the CRA approved an interlocal agreement with the City of Pensacola to provide Community Policing Innovations within the Urban Core Community Redevelopment Area for Fiscal Year 2020 in an amount not to exceed \$100,000.

Community policing is a policing technique or strategy designed to address public safety concerns proactively. It focuses on building ties and working closely with members of the communities. The Pensacola Police Department will make a presentation on strategies that are being implemented during the term of the agreement.

PRIOR ACTION:

September 9, 2019 - The CRA approved an interlocal agreement with the City of Pensacola to provide community policing innovations within the Urban Core Redevelopment Area for Fiscal Year 2020.

September 12, 2019 - City Council approved an interlocal agreement with the CRA to provide community policing innovations within the Urban Core Redevelopment Area for Fiscal Year 2020.

STAFF CONTACT:

Kerrith Fiddler, Deputy City Administrator - Community Development  
M. Helen Gibson, AICP, CRA Administrator  
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

1) FY 2020 Community Policing Interlocal Agreement

PRESENTATION: Yes

INTERLOCAL AGREEMENT  
FOR COMMUNITY POLICING INNOVATIONS  
FY 2020

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2019085437 9/27/2019 8:46 AM  
OFF REC BK: 8172 PG: 766 Doc Type: AGM  
Recording \$120.50

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 26<sup>th</sup> day of SEPTEMBER, 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").

**WITNESSETH:**

**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.

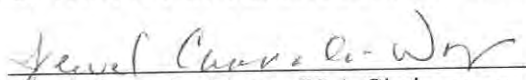
This Agreement shall become effective immediately upon filing with the Clerk of the Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes.

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

  
Jewel Cannada-Wynn, CRA Chairperson


Attest:

  
Ericka L. Burnett, City Clerk

Approved as to Content:

  
M. Helen Gibson, CRA Administrator

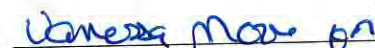
CITY OF PENSACOLA, FLORIDA

  
Grover C. Robinson, IV, Mayor

Attest:

  
Ericka L. Burnett, City Clerk

Approved as to Form and Execution:

  
Susan Woolf, City Attorney





## Memorandum

---

File #: 20-00111

Community Redevelopment Agency

3/23/2020

---

### **ACTION ITEM**

SPONSOR: Jared Moore, Chairperson

SUBJECT:

APPROVAL OF AGREEMENT FOR ADMINISTRATION OF THE RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA AND THE EMERALD COAST REGIONAL COUNCIL

### RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve an agreement for the administration of the Residential Property Improvement Program with the Emerald Coast Regional Council and authorize the CRA Chairperson to execute all necessary documents.

### SUMMARY:

To encourage and support blight removal, affordable housing, and neighborhood revitalization, each of the City of Pensacola's adopted community redevelopment plans identify the administration of residential property improvement programs as a key redevelopment strategy. Pursuant to the redevelopment plans, the Community Redevelopment Agency (CRA) established the CRA Residential Property Improvement Program (commonly known as the "RPIP") in early 2018.

On January 8, 2018, the CRA approved program guidelines and an agreement with the West Florida Regional Planning Council (currently known as the Emerald Coast Regional Council (ECRC)) for the administration of the program. The program provides a zero percent (0%) interest deferred loan secured by a three or five-year lien for exterior renovations and necessary structural and life safety improvements to residential properties within targeted areas of the redevelopment districts.

To date, eight (8) homes have been certified under the program. Common improvements include roofing, windows, painting, doors, siding, and porch repairs, skirting, water, termite and wood rot repairs, floor and wall repairs, fixtures, fencing, and insulation.

Under the program administration agreement, the ECRC is responsible for program advertising and marketing, applicant certification, property inspections, preparation of work write-ups (including the development of specifications and cost estimates), construction bidding and monitoring, certification of pay requests and facilitation of project closeout. All applications are closely coordinated with the CRA office and subject to final approval by the CRA Administrator.

The ECRC is compensated at nine percent (9%) of the total construction cost of each completed rehabilitation project, plus a \$300 write up and inspection fee per project.

The program administration agreement currently in place with the ECRC terminates on March 9, 2020. Therefore, the CRA must approve a new agreement for the continuation of program administration services by the ECRC. The new agreement will provide continued service for three years, along with a renewal term for up to three, 3-year renewal terms upon mutual consent by the parties. The administration is subject to the availability of program funds.

#### PRIOR ACTION:

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

February 9, 2004 - City Council approved the Eastside Neighborhood Plan.

October 17, 2005 - City Council amended and readopted the Urban Infill and Redevelopment Plan, incorporating therein the Eastside Neighborhood Plan.

May 27, 2007 - City Council adopted the Westside Community Redevelopment Plan.

January 14, 2010 - City Council adopted the Urban Core Community Redevelopment Plan (2010).

January 8, 2018 - The CRA approved the Residential Property Improvement Program and an agreement for the administration of the Program with the West Florida Regional Planning Council (currently known as the Emerald Coast Regional Council).

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

November 5, 2018 - The CRA approved Addendum #1 to the Agreement between the CRA and the West Florida Regional Planning Council (currently known as the Emerald Coast Regional Council) to extend the terms of the original agreement for one year commencing on March 9, 2019, and terminating on March 9, 2020.

March 11, 2019 - The CRA approved revisions to the Residential Property Improvement Program guidelines and documents.

December 9, 2019 - The CRA approved revisions to the Residential property Improvement Program to increase the maximum award to \$70,000 for owner-occupied properties.

#### FUNDING:

Budget: \$ 280,611 Eastside TIF Fund - RPIP

---

<u>20,926</u>	Urban Core TIF Fund
<u>\$ 301,537</u>	

Actual: \$ 301,537 Estimated Costs

#### FINANCIAL IMPACT:

Program funds are available in the Community Redevelopment Fund, and the Eastside TIF Fund in the Fiscal Year 2020 Budget. Under the agreement, the CRA will compensate the Emerald Coast Planning Council for their services at nine percent (9%) of the total construction cost of each funded project, plus a \$300 administrative fee per funded project.

CITY ATTORNEY REVIEW: Yes

2/18/2020

#### STAFF CONTACT:

Kerrith Fiddler, Deputy City Administrator - Community Development  
M. Helen Gibson, AICP, CRA Administrator  
Victoria D'Angelo, Assistant CRA Administrator

#### ATTACHMENTS:

- 1) Program Administration Agreement with ECRC

PRESENTATION: No

## **AGREEMENT**

### **BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA AND THE EMERALD COAST REGIONAL COUNCIL**

#### **Implementation of Community Redevelopment Area Residential Property Improvement Program**

This agreement entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Community Redevelopment Agency of the City of Pensacola, a public body corporate and politic of the State of Florida (hereinafter referred to as the CRA), and the Emerald Coast Regional Council, a multi-purpose regional entity recognized by the State of Florida (hereinafter referred to as the ECRC).

### **RECITALS**

The CRA was created pursuant to Chapter 163 F.S. to eliminate blight and to implement programs in support of affordable housing.

The CRA has developed the Residential Property Improvement Program (“Program”) in order to carry out its statutory duties in the designated community redevelopment districts.

The CRA is authorized by Chapter 163 F.S to employ technical experts and other agents as it requires to carry out its community redevelopment purposes.

The CRA requires specific professional staff services relating to the implementation of the Program.

ECRC possesses the necessary qualifications and expertise to perform the services related to implementation of the Program.

The CRA wishes to engage the services of ECRC and ECRC wishes to perform the services relating to the implementation of the Program for the CRA.

It is hereby declared to be in the public interest and the purpose of this Agreement that the CRA and the ECRC jointly pledge their intention to cooperatively seek to implement the Program in the target neighborhood(s) of the designated community redevelopment areas of the City of Pensacola.

**NOW, THEREFORE**, in consideration of the work to be performed and the payment for the performance of the work, and of the mutual covenants herein contained, the ECRC and the CRA do agree as follows:

#### **1. ECRC SERVICES**

- A. The ECRC will provide professional staff and support services in support of the CRA Residential Property Improvement projects in matters pertaining to the CRA’s target neighborhood area(s).

ECRC staff will advertise/market the program to target area property owners, certify eligible applicants and verify applicant income by third party verification, submit to the CRA eligible property improvement projects that have met the program guidelines, inspect applicant properties, prepare improvement or rehabilitation work write-ups, develop specifications and cost estimates, bid the work for construction, select and monitor the construction contractor, participate in contract reviews, approve pay requests, perform final inspections and program close-out for all units assisted under this program. ECRC agrees that all applications are subject to final approval by the CRA Administrator. Program documents including program guidelines, agreements and forms, as enumerated in Exhibit "A" of this Agreement, shall be used in the administration of the CRA Residential Property Improvement Program, as directed by the CRA Administrator.

- B. This Agreement shall solely encompass Services as specifically described herein.
- C. ECRC agrees and understands that any additional services beyond those specifically described herein, are not covered by this Agreement, and shall not be performed without an extension or amendment of this Agreement being authorized and approved by the CRA.
- D. ECRC represents and warrants to CRA that: (i) it possesses the qualifications, expertise and experience required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due CRA, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to CRA; (iii) the personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described herein.
- E. Standard of Care: In providing services under this Agreement, the ECRC shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

## **2. TERM AND RENEWALS**

This agreement shall commence on the date written above and shall remain in effect for three years, subject to the availability of program funds. This agreement may be renewed upon the mutual consent of the parties for up to three (3) three (3) year renewal term (Renewal Term), subject to the availability of program funds.

## **3. COMPENSATION**

- A. Compensation to the ECRC for all services, including marketing, outreach, application processing, third party income verification, construction monitoring, closeout and documentation shall be nine percent (9%) of the total construction cost of each completed rehabilitation project according to the procedure in Section 4 below. There will be an additional fee paid by CRA to ECRC of \$300.00 for write-up and inspection that will be invoiced to the CRA per rehabilitation project according to the procedure in Section 4 below.

- B. Absent an amendment or extension of this Agreement, compensation for any additional services beyond those specifically described herein, are not included in this compensation and shall only be provided upon a written amendment entered into by CRA and ECRC.
- C. Payment shall be made within thirty (30) days after receipt of ECRC's invoice, unless otherwise specifically provided herein, which shall be accompanied by sufficient supporting documentation and shall contain sufficient detail, to allow a proper audit of expenditures, should CRA require one to be performed.

#### **4. PAYMENT PROCEDURE**

##### **A. Payment to Contractor**

1. Lump Sum Payment: Construction contracts not exceeding \$5,000 will be paid in lump sum upon written notice to CRA from ECRC of satisfactory completion of all contract requirements as specified herein.
2. Progress Payments: Construction contracts over \$5,000 will be paid in two draws by the CRA to the contractor as follows: 1) 50% will be paid upon written notice to CRA from ECRC of satisfactory completion of 60% of work, and 2) the remaining 50% will be paid upon written notice to CRA from ECRC of satisfactory completion of all construction contract requirements as stipulated herein, including approval of the City of Pensacola (or Escambia County) Building Inspections and the CRA.

The CRA shall, issue a check by the 10th of each month for certified invoices received by the 30th of the prior month for the completed rehabilitation work. Checks shall be made payable to the approved contractor and the check shall be mailed directly to the contractor.

##### **B. Payment to ECRC**

At the time a written notice to CRA from ECRC of an approved draw is submitted to the CRA by the ECRC for the contractor, an invoice will also be submitted by ECRC to the CRA for nine percent (9%) of the construction draw amount as payment due to ECRC. The final payment request submitted to the CRA by the ECRC will include a \$300 fee for project write- up and inspection of each constructed project.

The CRA shall, issue a check by the 10<sup>th</sup> of each month for certified invoices received by the 30<sup>th</sup> of the prior month. Checks shall be made payable to the ECRC.

#### **5. METHOD OF PAYMENT**

The ECRC will adhere to the following procedures in requesting payment for its services under this Agreement:

- A. If the Agreement is terminated by either the ECRC or the CRA, the ECRC shall submit an invoice for any monies due the ECRC through the date of termination.
- B. The invoice will be signed by the Chief Finance Officer of the ECRC as to its correctness.

- C. The invoice will be accompanied by a progress report, address and owner of each property assisted, specific tasks performed for each property, the estimated property improvement project cost, date of bid and bid award, actual project cost, name of selected contractor and such other documentation as may be required by the CRA.
- D. The CRA may withhold payment of invoices until questions of accuracy and correctness are cleared up to the satisfaction of the CRA or until any omitted reports are received.
- E. All payments for the property improvement work shall be paid by the CRA directly to the contractor following review, written notice of approval and certification of an invoice by the ECRC. The ECRC will not be a party to any construction contract, the ECRC will have no liability for any payment to any contractor, and the CRA will have sole responsibility for payment to the Contractor.

## **6. OWNERSHIP OF DOCUMENTS**

ECRC understands and agrees that any information, document, report or any other material whatsoever which is given by CRA to ECRC or which is otherwise obtained or prepared by ECRC pursuant to or under the terms of this Agreement is and shall at all times remain the property of CRA. ECRC agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of CRA, which may be withheld or conditioned by CRA in its sole discretion.

## **7. AUDIT AND INSPECTION RIGHTS**

- A. CRA may, at reasonable times, and for a period of up to three (3) years following the date of final payment by CRA to ECRC under this Agreement, audit, or cause to be audited, those books and records of ECRC which are related to ECRC's performance under this Agreement. ECRC agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final invoice is submitted under this Agreement.
- B. CRA may, at reasonable times during the term hereof, inspect ECRC's work to determine whether the services required to be provided by ECRC under this Agreement conform to the terms hereof. ECRC shall make available to CRA all reasonable access to facilitate the performance of tests or inspections by CRA representatives.

## **8. AWARD OF AGREEMENT**

ECRC represents and warrants to CRA that it has not employed or retained any person or company employed by CRA to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

## **9. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

ECRC understands that Agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etcetera. CRA and ECRC agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

## **10. INDEMNIFICATION**

ECRC agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the City of Pensacola (“City”) and the CRA, their officials, and employees (collectively referred to as “Indemnitees”) from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of person(s) or damage to or destruction or loss of any property arising out of, resulting from, or in connection with but only to the extent caused by (i) the performance or non-performance of the services contemplated by this Agreement which are caused, in whole or in part, by any acts or omissions, of ECRC or its employees, or sub-contractors (collectively referred to as “ECRC”), or (ii) the failure of ECRC to comply with the paragraphs herein or the failure of ECRC to conform to applicable statutes, ordinances, or other regulations or requirements of applicable governmental authority, federal or state, in connection with the performance of this Agreement. ECRC expressly agrees to indemnify and hold harmless the Indemnitees, from and against liabilities which may be asserted by an employee or former employee of ECRC, or any of its sub-contractors, as provided above, for which ECRC’s liability to such employee or former employee would otherwise be limited to payments under state Workers’ Compensation or similar laws.

## **11. DEFAULT**

If ECRC fails to comply with the terms or conditions of this Agreement, or fails to perform its obligations hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality, then ECRC shall be in default. Upon the occurrence of a default hereunder CRA, in addition to all remedies available to it by law, may terminate this Agreement by giving written notice to ECRC at least five (5) business days prior to the effective date of such termination. ECRC understands and agrees that termination of this Agreement under this section shall not release ECRC from any obligation accruing prior to the effective date of termination.

## **12. INSURANCE**

City may, upon reasonable notice, increase or change the required insurance hereunder, in which event ECRC shall obtain such required insurance within thirty (30) days prior to the date on which the requirements shall take effect. Should the ECRC fail or refuse to satisfy the requirement of changed coverage, this Agreement may be terminated at the sole discretion of the City.

Before starting and until termination of work for, or on behalf of, the CRA, the ECRC shall procure and maintain insurance of the types and to the limits specified. The term “City” as used in this section of the Contract is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents. Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the



City, for the City's and the CRA's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

A. Worker's Compensation

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

B. Commercial General and Automobile Liability Coverage

The ECRC shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability policy filed by the Insurance Services Office. The City and CRA shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement.

The City and CRA shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of **\$1,000,000** per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. The coverage shall be written on occurrence-type basis.

Automobile Liability coverage must be provided which includes bodily injury and property damage arising out of the operation, maintenance or use of owned, non-owned and hired automobiles. Minimum limits of \$300,000 combined single limit must be provided.

C. Certificates of Insurance

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If required by the City, the ECRC shall furnish copies of the ECRC's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. The ECRC shall replace any canceled, adversely changed, restricted or non- renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the ECRC shall, upon instructions of the City, cease all operations under the Contract until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Risk Management, Post Office Box 12910, Pensacola, FL 32521

D. Insurance of the ECRC Primary

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

**13. NO DISCRIMINATION**

ECRC shall not discriminate on the basis of race, creed, color, national origin, sex, age, or disability, in the performance of this Agreement.

**14. ASSIGNMENT**

This Agreement shall not be assigned by ECRC, in whole or in part, without the prior written consent of CRA, which may be withheld or conditioned, in CRA's sole discretion.

**15. NOTICES**

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

**TO CRA**

M. Helen Gibson, Administrator  
Community Redevelopment Agency  
City of Pensacola  
222 W. Main Street  
Pensacola, FL 32502

**TO ECRC**

Austin Mount  
Executive Director  
Emerald Coast Regional Council  
4081 E. Olive Road  
Pensacola, FL 32502

**16. MISCELLANEOUS PROVISIONS**

- A. **Governing Law.** This Agreement is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of this Contract.
- B. **Venue.** Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.
- C. **No Waiver.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

- D. **Severability.** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or City of Pensacola, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- E. **No Other Agreements.** The Parties agree the Contracting Documents contain all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.
- F. **Necessary Approvals.** ECRC shall document procurement by the construction contractor(s) of all permits, licenses, and certificates, or any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contracting Documents.

## **17. INDEPENDENT CONTRACTOR**

ECRC has been procured and is being engaged to provide services to CRA as an independent contractor, and not as an agent or employee of CRA. Accordingly, ECRC shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of CRA, nor any rights generally afforded classified or unclassified employees. ECRC further understands that Florida Workers' Compensation benefits available to employees of CRA are not available to ECRC, and agrees to provide workers' compensation insurance for any employee or agent of ECRC rendering services to CRA under this Agreement.

## **18. DOCUMENTS OF INCORPORATION**

This Agreement is expressly made subject to all exhibits hereto, to the exhibits, provisions, requirements, applicable federal, state and local laws, rules and regulations as of the effective date herein, and to applicable requirements, whether federal, state or local, verbal or written, placed upon CRA. All of the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

## **19. ENTIRE AGREEMENT**

This instrument and its exhibits constitute the sole and only Agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior Agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

## **20. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

## **21. 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.

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

**EMERALD COAST REGIONAL  
COUNCIL**

By: \_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Corporate Secretary

**COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF PENSACOLA**  
a public body corporate and politic of the State of  
Florida

By: \_\_\_\_\_  
Jared Moore, CRA Chairperson

ATTEST:

By: \_\_\_\_\_  
Ericka L. Burnett  
City Clerk

Legal in form and valid as drawn:

By: \_\_\_\_\_  
City Attorney                      Date

Approved as to Substance:

\_\_\_\_\_  
M. Helen Gibson                      Date  
CRA Administrator

## **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 PUBLIC RECORDS COORDINATOR AT: THE OFFICE OF THE CITY CLERK, (850) 435-1715, [PUBLICRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**

## **EXHIBIT “A”**

### **PROGRAM DOCUMENTS**

#### Community Redevelopment Area Residential Property Improvement Program Program Documents List

(This list is including but not limited to the list of program documents)

Program Guidelines  
Application  
Program Funding agreement  
Authorization for Release of Information  
Applicants’ Hold Harmless  
Applicant Affidavit  
Eligibility for Rehab Assistance Letter  
Lien Agreement  
Truth in Lending Disclosure  
Right of Recession  
Award of Housing Rehab Contract  
Contract for Housing Rehab Services  
Contractor Liability Agreement  
Contractor Affidavit  
Notice of Commencement  
Contractor’s Notice to Proceed  
Final Inspection form



## Memorandum

---

File #: 20-00124

Community Redevelopment Agency

3/23/2020

---

### **ACTION ITEM**

SPONSOR: Jared Moore, Chairperson

SUBJECT:

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 South Baylen Street, by Studer Properties, LLP from February 29, 2020, to August 31, 2020. Further, that the CRA Chairperson be authorized to execute all necessary documents.

SUMMARY:

On April 10, 2017, the Community Redevelopment Agency (CRA) approved an award of a contract for the sale of surplus property at 150 South Baylen Street to Studer Properties, LLP. The property was sold at its appraised value of \$510,000. The Special Warranty Deed, which conveyed the property, included a requirement that Studer Properties submit its plans for the redevelopment of the site to the CRA by August 31, 2019.

Since acquiring the Baylen Street property in 2017, Studer Properties, LLP has undertaken and completed several major transformative real estate development projects in the Urban Core redevelopment district. These projects have required significant time and focus. Due to the level of activity, the CRA approved an extension to the plan submittal deadline during its August 5, 2019 meeting for a period of approximately six (6) months, through February 29, 2020.

An additional extension is needed at this time. Since the deed allows for an extension for a period of up to one (1) year from the original August 31, 2019 deadline, it is recommended that an additional extension be granted for the full amount of time permissible, through August 31, 2020.

PRIOR ACTION:

December 5, 2016 - The CRA declared the property at 150 S. Baylen Street surplus.

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

January 22, 2017 - A purchase offer of \$510,000 was received from Studer Properties, LLP.

April 10, 2017 - The Community Redevelopment Agency awarded a contract for the sale of 150 S. Baylen Street to Studer Properties, LLP.

April 13, 2017 - City Council approved the contract for the sale of 150 S. Baylen Street to Studer Properties, LLP.

August 31, 2017 - The Special Warranty Deed, which conveyed the property, was entered.

August 5, 2019 - The CRA approved an extension to the plan submittal deadline through February 29, 2020.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

CITY ATTORNEY REVIEW: Yes

3/2/2020

STAFF CONTACT:

Kerrith Fiddler, Deputy City Administrator - Community Development  
M. Helen Gibson, AICP, CRA Administrator  
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) Extension Request Letter - 02/20/20
- 2) Special Warranty Deed - Recorded
- 3) Location Map - 150 South Baylen St

PRESENTATION: No



February 20, 2020

Mrs. Helen Gibson  
Community Redevelopment Agency  
City of Pensacola

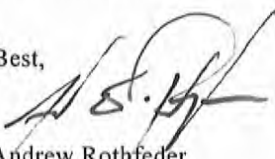
Re: Special Warranty Deed  
Parcel ID Number: 00-0S-00-9001-001-0178

Dear Helen,

Thank you for our conversation last week regarding the upcoming February 28, 2020 extended Plan Submittal Deadline for the above referenced property at the corner of Baylen and Intendencia. As you know, we were granted a 6 month extension on the initial deadline of August 31, 2019, which was very much appreciated.

It was our sincere intention to make significant progress toward a feasible concept plan for development of the property during that extension, but as before, other projects such as the SCI building, Savoy Place and the sale of southtowne have unfortunately taken precedence. Thus, as before, we understand if the City would like to exercise its right to re-purchase the property, per the agreement. If, however, the CRA or City would prefer, we would request one additional 6 month extension. This second 6 month extension would line up with the total 1 year extension described in the deed. Ultimately, the Studers are primarily interested in doing what is best for the CRA and the City. Please let us know which path is preferable, and we will proceed accordingly. Thank you for all you do to keep our City and the CRA moving forward.

Best,



Andrew Rothfeder  
President

Cc Rishy Studer, Quint Studer, Charles James

Recorded in Public Records 9/1/2017 4:45 PM OR Book 7770 Page 1928,  
Instrument #2017068225, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$35.50 Deed Stamps \$3,570.00

This instrument prepared by:  
CHARLES F. JAMES, IV, Esquire  
Clark, Partington, Hart, Larry, Bond &  
Stackhouse, P. A.  
125 West Romana Street, Suite 800  
Pensacola, Florida 32502  
CPH File No. 17-0410

Parcel ID Number: 00-0S-00-9001-001-178

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

### **SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made the 31<sup>st</sup> day of August, 2017, **Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida**, whose address is 180 Governmental Center, Pensacola, Florida 32502 (the "**Grantor**"), to **Studer Properties, LLP, a general partnership registered as a Florida limited liability partnership**, whose address is 321 North Devilliers Street, Suite 103, Pensacola, Florida 32501 ("**Grantee**").

**WITNESSETH:** That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in **Escambia** County, Florida more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Property**").

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold, the same in fee simple forever.

**SUBJECT TO** zoning and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the Property is located within a subdivision; valid easements, covenants, conditions, restrictions and mineral reservations of record affecting the Property, if any, which are not hereby reimposed; and taxes for the current year and subsequent years.

Provided however, the Property shall be developed and devoted to the uses specified in and in accordance with Florida Statutes, Chapter 163, Part III, "Community Redevelopment Act of 1969". Grantee agrees to submit plans for redevelopment of the Property to the Community Redevelopment Agency of the City of Pensacola on or before August 31, 2019 (the "Plan Submittal Deadline"), and to commence construction of improvements complying with this paragraph no later than one hundred eighty (180) days after the Grantor's written approval of such plans ("Commencement Deadline"); provided that the Plan Submittal Deadline may be extended for up to one additional year for good cause which includes but is not limited to Acts of God, force majeure, or unforeseen circumstances. If Grantee does not submit plans for redevelopment of the Property to the Grantor on or before the Plan Submittal Deadline, or commence construction on or before Commencement Deadline, then Grantor shall have a one hundred eighty (180) day right to repurchase the Property commencing from the Plan Submittal Deadline or the Commencement Deadline, as the case may be. Grantor shall provide written notice to Grantee of Grantor's election to exercise its repurchase right within sixty (60) days after the Plan Submittal Deadline or the Commencement Deadline as the case may be. If Grantor elects to exercise this right to repurchase the Property, the Grantor will pay Grantee an amount equal to the purchase price paid by Grantee to Grantor on even date herewith. If Grantor has not repurchased the Property by the end of the applicable 180-day repurchase period, evidenced by a recorded warranty deed from Grantee to Grantor, then the

**BK: 7770 PG: 1929**

"right to repurchase" granted in this deed is expressly extinguished, released, void and of no further force and effect without necessity for any further action of Grantor nor Grantee. Notwithstanding the forgoing, on or after the end of the applicable 180-day repurchase period, upon request of Grantee, Grantor expressly agrees to enter into, grant, and deliver any instrument that Grantee, or any title insurance company insuring the Property, reasonably deems necessary to clear the title to the Property from the aforesaid right to repurchase thereby making title to the Property marketable without further rights reserved herein. The rights herein are for the benefit of Grantor and shall be enforceable by Grantor, and no other. The prevailing party in any action brought to enforce or receive a release from this right to repurchase imposed herein shall be entitled to recover reasonable attorney's fees and costs of the action.

IN ACCORDANCE with Section 270.11, Florida Statutes, Grantor reserves for itself, its successors, and assigns, and undivided three-fourths royalty interest in and to an undivided three-fourths interest in, all phosphate, mineral and metals that are or may be in, on, or under the Property, and an undivided one-half interest in all the petroleum that is or may be in, on, or under the Property without any right of entry to mine, explore or develop for same.

And Grantor does hereby warrant that title to said real property is free from any liens or encumbrances imposed or created by Grantor or anyone claiming by, through or under Grantor, and Grantor will defend the title to said real property against the lawful claims of all persons claiming by, through or under Grantor, but no further.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

*[Signature Page To Follow On The Next Page].*

BK: 7770 PG: 1930

IN WITNESS WHEREOF, the Grantor has executed these presents causing its name to be signed by its duly authorized officer on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**Community Redevelopment Agency of the  
City of Pensacola, a public body, corporate  
and politic, of the State of Florida**

Mithos

M. Helen Gibson

Print/Type Name of Witness

DD

Victoria D'Angelo

Print/Type Name of Witness

By: Jewel Cannada-Wynn

Name: Jewel Cannada-Wynn

Its: Chairperson

ATTEST:

Jewel Cannada-Wynn

Print Name: JEWEL CANNADA-WYNN

Title: Chair

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 2017, by Jewel Cannada-Wynn, as Chairperson of Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida, who is personally known to me or has produced a driver's license as identification.

Kimberley C. Johnson  
NOTARY PUBLIC

Commission number:

My Commission expires: 6/13/2020

(NOTARIAL SEAL)



KIMBERLEY C. JOHNSON  
Notary Public, State of Florida  
Comm. Exp. June 13, 2020  
Comm. No. FF 987147

BK: 7770 PG: 1931 Last Page

**EXHIBIT A  
TO  
DEED FROM CRA TO STUDER PROPERTIES, LLP**

Commence at the Southwest corner of Block 26, Old City Tract, City of Pensacola, as copyrighted by Thomas C. Watson in 1906; thence proceed North 89° 02' 20" East along the South line of said Block 26, a distance of 10.00 feet to the Point of Beginning, said point being the intersection of the North right of way (R/W) line of Intendencia Street (R/W varies) and the East R/W line of Baylen Street (R/W varies); thence proceed North 00° 08' 28" East along said East R/W line of Baylen Street a distance of 119.10 feet; thence depart said line, proceed North 89° 11' 00" East a distance of 66.55 feet; thence proceed North 00° 02' 03" West a distance of 53.84 feet; thence proceed North 89° 23' 23" East a distance of 60.08 feet; thence proceed South 00° 06' 23" East a distance of 172.39 feet to the aforementioned North R/W line of Intendencia Street; thence proceed South 89° 02' 20" West along said North R/W line a distance of 127.22 feet to the Point of Beginning. Lying and being part of Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

**Community  
Redevelopment Agency**

# Memo

**To:** Ericka Burnett, City Clerk

**From:** M. Helen Gibson, CRA Administrator *mtf*

**cc:**

**Date:** 6/26/19

**Re:** Property Deed for 150 S Baylen—CRA to Studer Properties

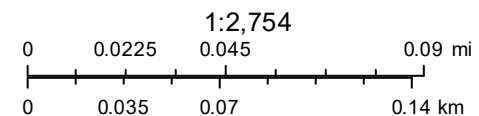
---

Please find the attached for filing in the City of Pensacola official records. Thank you.





April 25, 2017



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