



# City of Pensacola

## Community Redevelopment Agency

### Agenda

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

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**Monday, April 20, 2020, 3:30 PM**

**Council Chambers 1st Floor**

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#### **Special Meeting**

**Immediately following Agenda Conference.**

**Public may attend and participate only via live stream or phone:**

**[cityofpensacola.com/428/Live-Meeting-Video](http://cityofpensacola.com/428/Live-Meeting-Video)**

**Citizens may submit an online input form here: [www.cityofpensacola.com/CRAInput](http://www.cityofpensacola.com/CRAInput)**

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

**Members: Jared Moore, Chairperson, Ann Hill, Vice Chairperson, Jewel Cannada-Wynn, John Jerralds, 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**

#### **ACTION ITEMS**

2.     [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](#)

3.     [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](#)

4.     [20-00161](#)     PENSACOLA SPORTS ASSOCIATION SECOND AMENDEMENT TO LEASE AGREEMENT

**Recommendation:** That the Community Redevelopment Agency (CRA) approve a second amendment to the lease agreement with the Pensacola Sports Association (PSA) for the property located at 101 West Main Street to extend the lease for a period of three (3) years, terminating on October 31, 2026. Further, that the CRA Chairperson be authorized to execute all necessary documents.

**Sponsors:** Grover C. Robinson, IV, Jared Moore

**Attachments:**     [Second Amendment to Lease Agreement – 101 W Main St](#)

5.     [20-00193](#)     AWARD OF BID #20-039 DEVILLIERS STREET REVITALIZATION  
                            PHASE 1: FROM MAIN STREET TO GARDEN STREET

**Recommendation:** That the Community Redevelopment Agency (CRA) award Bid #20-039 DeVilliers Street Revitalization Phase 1 to Roads, Inc. of NWF, the lowest and most responsible bidder with a base bid of \$961,029.35 plus additive alternates 1 and 7 totaling \$73,536.76 and a 10% contingency in the amount of \$103,456.61 for a total amount of \$1,138,022.72. Further, that CRA authorize the CRA Chairperson to execute the contract and take all actions necessary to complete the project.

**Sponsors:** Grover C. Robinson, IV, Jared Moore

**Attachments:**     [Bid Tabulation, Bid No. 20-039](#)  
                            [Final Vendor Reference List, Bid No. 20-039](#)

## 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

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**File #:** 20-00123

Community Redevelopment Agency

4/20/2020

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**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

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February 10, 2020

5:00 P.M.

Hagler/Mason Conference Room

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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

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**File #:** 20-00111

Community Redevelopment Agency

4/20/2020

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### **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

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**File #:** 20-00124

Community Redevelopment Agency

4/20/2020

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### **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:**

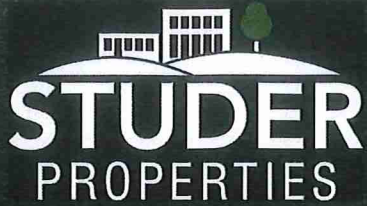
Kerrith Fiddler, Deputy City Administrator - Community Development  
M. Helen Gibson, AICP, CRA Administrator  
Victoria D'Angelo, Assistant CRA Administrator

**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

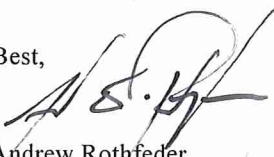
Re: Special Warranty Deed  
Parcel ID Number: 00-0S-00-9001-001-0178

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.

(NOTARIAL SEAL)

Kimberley C. Johnson  
NOTARY PUBLIC  
Commission number: \_\_\_\_\_  
My Commission expires: 6/13/2020



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

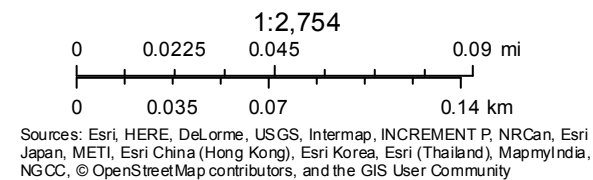
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Please find the attached for filing in the City of Pensacola official records. Thank you.

# GoMaps



April 25, 2017





## Memorandum

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**File #:** 20-00161

Community Redevelopment Agency

4/20/2020

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### **ACTION ITEM**

**SPONSOR:** Jared Moore, Chairperson

**SUBJECT:**

PENSACOLA SPORTS ASSOCIATION SECOND AMENDEMENT TO LEASE AGREEMENT

### **RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) approve a second amendment to the lease agreement with the Pensacola Sports Association (PSA) for the property located at 101 West Main Street to extend the lease for a period of three (3) years, terminating on October 31, 2026. Further, that the CRA Chairperson be authorized to execute all necessary documents.

### **SUMMARY:**

On May 13, 1993, the Community Redevelopment Agency (CRA) approved a 30-year lease agreement with the Pensacola Sports Association (PSA) for the lease of the property located at 101 West Main Street. On July 14, 2003, the CRA approved an amendment to the lease agreement to provide additional parking for the development of the Pensacola Association of Realtors (PAR) office at 107 West Main Street.

The amended agreement authorizes lease of the building and thirteen (13) parking spaces to the PSA, along with a sublease of thirty-two (32) parking spaces to PAR. The agreement terminates on October 31, 2023. Approval of the amendment authorizes a three (3) year extension terminating on October 31, 2026. Beginning November 1, 2023, rent payments would increase, pursuant to a 2% rate escalation, from \$5,940 to \$6,059 per year, plus sales and use taxes, through the amended termination date. In addition, the Lessee would have the right to terminate the lease agreement without penalty with 30 days prior written notice.

### **PRIOR ACTION:**

May 13, 1993 - CRA approved a lease agreement with the Pensacola Sports Association for the lease of the 101 West Main Street parcel.

May 13, 1993 - City Council ratified the CRA's approval of a lease agreement with the Pensacola Sports Association for the lease of the 101 West Main Street parcel.



March 23, 1995 - CRA approved a 12-month extension of the date outlined in Section 4 of the lease agreement for the lease of the 101 West Main Street parcel.

July 14, 2003 - CRA approved an amendment to the lease agreement to provide additional parking for the development of the Pensacola Association of Realtors office located at 107 West Main Street.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Under the current lease terms, the CRA receives, on an annual basis, rent in an amount totaling \$5,940, plus applicable sales and use taxes. The amendment will increase revenues to \$6,059 per year plus applicable sales and use taxes beginning November 1, 2023, through the termination of the lease.

**CITY ATTORNEY REVIEW:** Yes

3/18/2020

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Second Amendment to Lease Agreement - 101 W Main St

**PRESENTATION:** No

## **SECOND AMENDMENT TO LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CCOMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA , a public body corporate and politic of the State of Florida, (hereafter, "Lessor") and PENSACOLA SPORTS ASSOCIATION, INC., a Florida not-for-profit corporation doing business as Pensacola Sports (hereafter, "Lessee"), collectively referred to as the "Parties."

### **WITNESSETH:**

WHEREAS, the Parties entered into that certain Lease Agreement dated September 1, 1993 (hereafter referred to as "lease"); and

WHEREAS, the Parties entered into an Amendment to Lease Agreement dated August 1, 2003 (hereafter referred to as "Amendment"); and

WHEREAS, the parties now desire to further amend the agreement for the purpose of extending the term of the agreement and adjusting the rent paid by Lessee to Lessor for the extended term upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is acknowledge and agreed by the Parties, the Parties hereby covenant and agree to amend the Lease as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if fully set forth.
2. Paragraph 2 of the Lease Agreement is amended to read as follows:

**"2. TERM.** The term of the lease shall commence on September 1, 1993, and terminate on October 31, 2026."

3. Paragraph 3 of the Lease Agreement is amended to read as follows:

**"3. RENT.** The Lessee shall pay to the Lessor rent in the amount of \$5,940 per year in advance, plus applicable sales and use taxes, until October 31, 2023. Commencing November 1, 2023, through the termination of this Lease Agreement on October 31, 2026, the Lessee shall pay to the Lessor rent in the amount of \$6,059 per year in advance, plus applicable sales and use taxes."

4. The Lessee shall have the right, without penalty, to terminate the Lease Agreement as amended by this Second Amendment and vacate the property upon providing the Lessor with thirty (30) days prior written notice of said termination.

5. The remaining provisions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have executed this instrument on the date first written above.

COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF PENSACOLA

By: \_\_\_\_\_  
Chair

Attest: \_\_\_\_\_  
Executive Director

PENSACOLA SPORTS ASSOCIATION, INC.,  
Doing business as Pensacola Sports

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary



## Memorandum

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**File #:** 20-00193

Community Redevelopment Agency

4/20/2020

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### **ACTION ITEM**

**SPONSOR:** Jared Moore, Chairperson

**SUBJECT:**

AWARD OF BID #20-039 DEVILLIERS STREET REVITALIZATION PHASE 1: FROM MAIN STREET TO GARDEN STREET

**RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) award Bid #20-039 DeVilliers Street Revitalization Phase 1 to Roads, Inc. of NWF, the lowest and most responsible bidder with a base bid of \$961,029.35 plus additive alternates 1 and 7 totaling \$73,536.76 and a 10% contingency in the amount of \$103,456.61 for a total amount of \$1,138,022.72. Further, that CRA authorize the CRA Chairperson to execute the contract and take all actions necessary to complete the project.

**SUMMARY:**

The scope of the project is to provide the first phase of streetscape enhancements to DeVilliers Street from Main Street to Garden Street. This project is an identified project of the City's adopted 2010 Urban Core Community Redevelopment Plan and is part of an ongoing community revitalization program designed to remove and prevent the return of blight, stabilize, strengthen and diversify the economy and preserve and enhance neighborhood livability. The second phase of this project, from Garden Street to Main Street, has been released for bid and is anticipated to be brought forward to the CRA for award of bid in the upcoming months.

**PRIOR ACTION:**

April 10, 2017 - CRA approved projects to be funded from the Fiscal Year 2017 CRA budget and requested that the City of Pensacola pursue financing options for those projects requiring financing.

April 10, 2017 - CRA approved the CRA Work Plan for Fiscal Year 2018 and the balance of Fiscal Year 2017, including the DeVilliers (Revitalization) Streetscape project.

November 6, 2017 - The CRA adopted Supplemental Budget Resolution No. 2017-19 CRA, appropriating funding in connection with the Urban Core Redevelopment Revenue Bonds, Series 2017.

November 9, 2017 - City Council adopted Supplemental Budget Resolution No. 17-79, appropriating funding in connection with the Urban Core Redevelopment Bonds, Series 2017.

May 7, 2018 - CRA approved the CRA Work Plan, Project List, and Budgetary Allocation for Fiscal Year 2019 and the balance of Fiscal Year 2018, including the DeVilliers (Revitalization) Streetscape project.

November 5, 2018 - CRA adopted Supplemental Budget Resolution No. 2018-06 CRA, carrying forward available balances from the Urban Core Redevelopment Bonds, Series 2017.

November 8, 2018 - City Council adopted Supplemental Budget Resolution No. 18-50, carrying forward available balances from the Urban Core Redevelopment Bonds, Series 2017.

August 5, 2019 - CRA approved the CRA Work Plan for Fiscal Year 2020, including the DeVilliers (Revitalization) Streetscape project.

November 12, 2019 - CRA adopted Supplemental Budget Resolution No. 2019-08 CRA, carrying forward available balances from the Urban Core Redevelopment Bonds, Series 2017.

November 14, 2019 - City Council adopted Supplemental Budget Resolution No. 19-61, carrying forward available balances from the Urban Core Redevelopment Bonds, Series 2017.

#### **FUNDING:**

Budget: \$ 2,980,704.00

Actual:	\$	961,029.35	Construction Contract
		73,536.76	Additive Alternatives #1 & #7
		103,456.61	Contingency (10%)
		133,996.00	Light Fixtures
		81,481.00	Engineering Design/Permitting/Surveying
		60,723.00	Construction Administration/Inspections (Estimate)
		<u>1,566,481.28</u>	Balance Remaining for Phase 2 (Estimate)
		<u>\$ 2,980,704.00</u>	

#### **FINANCIAL IMPACT:**

The total budget for this project is \$2,980,704 and is funded within the Urban Core Series 2017 Bond Fund. To date, \$444,270.81 has been expended or encumbered, leaving a balance of \$2,536,433.19. The remaining balance is sufficient to cover the full cost of Phase 1 and leaves a remaining balance of \$1,566,481.28 towards Phase 2.

**CITY ATTORNEY REVIEW:** Yes

4/9/2020

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Bid Tabulation, Bid No. 20-039
- 2) Final Vendor Reference List, Bid No. 20-039

**PRESENTATION:** Yes

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**TABULATION OF BIDS**

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BID NO: 20-039  
TITLE: DEVILLIERS STREET REVITALIZATION (PHASE 1)  
FROM MAIN STREET TO GARDEN STREET

OPENING DATE: March 26, 2020	ROADS, INC.	J. MILLER	CHAUVERS
OPENING TIME: 10:00 A.M.	OF NWF	CONSTRUCTION,	CONSTRUCTION,
		INC.	INC.
DEPARTMENT: CRA/Engineering	Cantonment, FL	Pensacola, FL	Pensacola, FL

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Base Bid	\$961,029.35	\$1,048,926.29	\$1,420,178.44
Alternate 1	\$7,441.81	\$35,841.60	\$47,251.40
Alternate 2	(\$12,974.91)	(\$39,000.00)	(\$24,375.00)
Alternate 3	(\$54,149.60)	(\$32,770.00)	(\$206,790.00)
Alternate 4	(\$11,087.07)	(\$9,386.70)	\$20,948.28
Alternate 5	(\$8,358.55)	(\$1,745.00)	(\$17,450.00)
Alternate 6	\$0.00	\$3,490.00	\$0.00
Alternate 7	\$66,094.95	\$70,260.00	\$98,240.00
Base Bid plus Alternates 1 and 7	<b>\$1,034,566.11</b>	<b>\$1,155,027.89</b>	<b>\$1,565,669.84</b>
MWBE %	22.5%	25.1%	15.2%
Attended Pre-Bid	Yes	Yes	Yes

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Opening Date: 03/26/20

Bid No.: 20-039

**FINAL VENDOR REFERENCE LIST  
DEVILLIERS STREET REVITALIZATION (PHASE 1)  
FROM MAIN STREET TO GARDEN STREET  
CRA/ENGINEERING**

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
073772	BIGGS CONSTRUCTION COMPANY INC	PO BOX 1552	PENSACOLA	FL	32591	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041140	CAMPBELL SAND & GRAVEL	930 CAMPBELL RD	CENTURY	FL	32535	
042045	CHIVERS CONSTRUCTION INC	1795 DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	
071766	CONSTRUCTION MANAGEMENT ADVISORS LLC	4547 LASSASSIER	PENSACOLA	FL	32504	
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
050495	GB GREEN CONSTRUCTION MANAGEMENT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y



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Vendor	Name	Address	City	St	Zip Code	SMWBE
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
074700	NEENAH ENTERPRISES	2121 BROOKS AVE	NEENAH	WI	54956	
001823	NWF CONTRACTORS INC	P O BOX 1718	FT WALTON BCH	FL	32549	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
021725	WHITESSELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 65