



Memorandum

File #: 20-00015

Eastside Redevelopment Board

1/8/2020

ACTION ITEM

SPONSOR: Jeannie Rhoden, ERB Chairperson

SUBJECT:

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

RECOMMENDATION:

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

SUMMARY:

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

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

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

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

PRIOR ACTION:

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

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

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

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

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

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

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

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

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

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

FUNDING:

Budget: \$436,969

Actual: \$436,969

STAFF CONTACT:

M. Helen Gibson, AICP, CRA Administrator

ATTACHMENTS:

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

PRESENTATION: No

MEMORANDUM OF AGREEMENT
FOR SHARED PARKING

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12. *This section intentionally left blank.*

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

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

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

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

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

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

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

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

MOUNT CANAAN MISSIONARY
BAPTIST CHURCH, INC.

THE CITY OF PENSACOLA, FLORIDA

Fred D. Young, III, Pastor/President

Grover C. Robinson, IV, Mayor

ATTEST:

ATTEST:

Corporate Secretary

Ericka Burnett, City Clerk

(SEAL)

(SEAL)

Approved as to substance:

M. Helen Gibson, CRA Administrator

Legal in form and valid as drawn:

Susan A. Woolf, City Attorney

Attachment "A"

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

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

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

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

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

EXHIBIT “A”

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

