



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Agenda - Final

Community Redevelopment Agency

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.)

Tuesday, January 17, 2023

3:30 PM

Council Chambers, 1st Floor

Immediately following City Council Agenda Conference starting at 3:30 P.M.

Members of the public may attend the meeting in person.

Members of the public may also attend and participate via live stream or phone.

Live meeting video: cityofpensacola.com/428/Live-Meeting-Video. Public input form here: www.cityofpensacola.com/CRAInput.

CALL MEETING TO ORDER

Members: Teniade Broughton-Chairperson, Jennifer Brahier-Vice Chairperson, Charles Bare, Casey Jones, Jared Moore, Allison Patton, Delarian Wiggins

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. [23-00051](#) CRA MEETING MINUTES -12/12/2022

Attachments: [CRA MEETING MINUTES - 12/12/2022](#)

PRESENTATIONS

ACTION ITEMS

2. [23-00004](#) AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR
COMMUNITY POLICING FOR FISCAL YEAR 2023

Recommendation: That the Community Redevelopment Agency (CRA) approve Amendment No. 1 to the Interlocal Agreement for Community Policing for the Fiscal Year 2023 with the City of Pensacola to increase the allocation to an amount not to exceed \$291,700 to increase police presence within the Urban Core Community Redevelopment Area, particularly during night and weekend hours.

Sponsors: Teniade Broughton

Attachments: [FY2023 Interlocal Agreement for Community Policing](#)
[Amendment No. 1 to Interlocal Agreement](#)

3. [2023 -01 CRA](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-01 CRA -
NON-ENCUMBERED CARRYOVER RESOLUTION

Recommendation: That the Community Redevelopment Agency adopt Supplemental Budget Resolution No. 2023-01 CRA.

A RESOLUTION OF THE PENSACOLA COMMUNITY
REDEVELOPMENT AGENCY APPROVING AND CONFIRMING
REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR
ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE
DATE.

Sponsors: Teniade Broughton

Attachments: [Supplemental Budget Resolution No. 2023-01 CRA](#)
[Supplemental Budget Explanation No. 2023-01 CRA](#)

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 436-5640 (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.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00051

Community Redevelopment Agency

1/17/2023

SUBJECT:

CRA MEETING MINUTES -12/12/2022



City of Pensacola

COMMUNITY REDEVELOPMENT AGENCY

Meeting Minutes

December 12, 2022,	4:15 P.M.	Hagler Mason Conference Rm.
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The Community Redevelopment Agency (CRA) Board meeting was called to order by Chairperson Broughton at 4:15 P.M. (Immediately following the 3:30 P.M. City Council Agenda Conference).

CALL MEETING TO ORDER

CRA MEMBERS PRESENT: Teniade Broughton, Charles Bare, Delarian Wiggins, Jared Moore, Jennifer Brahier, Casey Jones, Allison Patton

CRA MEMBERS ABSENT: None

Public participation was available as follows:

Members of the public may also attend and participate via live stream or phone.

Live meeting video: cityofpensacola.com/428/Live-Meeting-Video. Public input form here: www.cityofpensacola.com/CRAInput.

BOARD MEMBER DISCLOSURE

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

CRA Member's Patton and Wiggins disclosed ownership or control of interest directly or indirectly of property in the Community Redevelopment Area.

CHAIRMAN'S REPORT

None.

APPROVAL OF MINUTES

1. [22-01199 CRA MEETING MINUTES - 11/07/2022](#)

A motion was made by CRA Member Jared Moore, seconded by CRA Member Casey Jones.

The motion carried by the following vote:

Yes: 7 Teniade Broughton, Charles Bare, Delarian Wiggins, Jared Moore, Jennifer Brahier, Casey Jones, Allison Patton

No: 0 None

PRESENTATIONS

None.

ACTION ITEMS

2. [22-01195 Local Government Area of Opportunity funding for 9% Housing Tax Credit Application](#)

Recommendation: That the Community Redevelopment Agency (CRA) authorize funding in the amount of \$460,000 to support a Local Government Area of Opportunity application for Kupfrian Manor for Florida Housing Finance Corporation's RFA 2022-201 Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties. Further, that the CRA authorize the Mayor to sign the Local Government Verification of Contribution Loan form as required by Florida Housing Finance Corporation.

Assistant CRA Manager Victoria D'Angelo turned item over to Mayor Reeves for an overview. Mayor Reeves, City Housing Director Marcie Whitaker, Assistant Housing Director Meredith Reeves, Finance Director Amy Lovoy and Steve Bien of Paces Preservation Partners, LLC all spoke to the item and answered questions accordingly.

A motion was made by CRA Member Jared Moore, seconded by CRA Member Casey Jones.

The motion carried by the following vote:

Yes: 7 Teniade Broughton, Charles Bare, Delarian Wiggins, Jared Moore, Jennifer Brahier, Casey Jones, Allison Patton

No: 0 None

3. [22-01186](#) WAIVER OF DOCKING FEES FOR PLAZA DE LUNA - TALL SHIP PINTA

Recommendation: That the Community Redevelopment Agency (CRA) consider a request from Sanger Ships, LLC. to approve a fee waiver for docking of the Tall Ship Pinta at Plaza de Luna from January 4, 2023 to January 23, 2023.

Assistant CRA Manager Victoria D'Angelo gave an overview of the item. Steven Sanger of Sanger Ships, LLC spoke to the item. Staff answered questions accordingly.

A motion was made by CRA Member Casey Jones, seconded by CRA Member Jennifer Brahier.

The motion carried by the following vote:

Yes: 7 Teniade Broughton, Casey Jones, Delarian Wiggins, Jennifer Brahier, Charles Bare, Allison Patton, Jared Moore

No: 0 None

4. [2022 -05 CRA](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-05 CRA - FY 2023 ENCUMBRANCE CARRYOVER RESOLUTION

Recommendation: That the Community Redevelopment Agency adopt Supplemental Budget Resolution No. 2022-05 CRA.

A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY APPROVING AND CONFIRMING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE

Assistant CRA Manager Victoria D'Angelo gave an overview of the item and responded accordingly to questions.

A motion was made by CRA Member Charles Bare, seconded by CRA Member Casey Jones.

The motion carried by the following vote:

Yes: 7 Teniade Broughton, Charles Bare, Delarian Wiggins, Jared Moore,
Jennifer Brahier, Casey Jones, Allison Patton

No: 0 None

DISCUSSION ITEMS

None.

OPEN FORUM

Board Member Bare asked for clarification on the face covering language that is stated in the CRA Publication Agenda, asking for the removal of the wording. Assistant CRA Manager Victoria D'Angelo clarified that the language is borrowed from the City Clerk's office and would check to see if it should be revised. Board Member Brahier stated that an email was sent regarding the language, and that the language would be revised.

ADJOURNMENT
5:01 P. M.

APPROVED _____



Memorandum

File #: 23-00004

Community Redevelopment Agency 1/17/2023

ACTION ITEM

SPONSOR: Teniade Broughton, Chairperson

SUBJECT:

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR COMMUNITY POLICING FOR FISCAL YEAR 2023

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve Amendment No. 1 to the Interlocal Agreement for Community Policing for the Fiscal Year 2023 with the City of Pensacola to increase the allocation to an amount not to exceed \$291,700 to increase police presence within the Urban Core Community Redevelopment Area, particularly during night and weekend hours.

SUMMARY:

One of the primary obstacles to urban revitalization is the perception of a lack of safety. This perception is typically related to criminal activity, may be real or perceived, and may involve both personal safety, as well as, the safety of property. Community policing innovations are one approach that can be initiated to target criminal activity within a community redevelopment area.

Revitalization has drawn significant numbers of people and activities to areas long underutilized. However, the Urban Core Community Redevelopment Area still experiences safety concerns of varying degrees. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing activities within the entirety of the Urban Core Community Redevelopment Area from 17th Avenue to A Street. The Interlocal Agreement for Community Policing for Fiscal Year 2023 was approved by the CRA on August 15, 2022, which allocated up to \$100,000 towards community policing innovations in this district. Currently the CRA and DIB, jointly, fund two dedicated community policing officer positions for the Urban Core district.

The City is requesting to add two additional dedicated officers to increase safety and security within the district, particularly during night time and weekend hours. The cost to add these positions is estimated at \$191,700, which includes funding for salaries and benefits and necessary equipment, uniforms and police bikes. The estimated cost breakdown is as follows:

Annual Salary	\$88,100
Benefits	\$65,600
Equipment, Uniforms	\$30,000

Police Bike	\$8,000
Total	\$191,700

An amendment to the Interlocal Agreement is requested to increase the total amount authorized to an amount not to exceed \$291,700 to add the additional positions.

PRIOR ACTION:

August 15, 2022 - The CRA approved an Interlocal Agreement with the City of Pensacola for the purpose of providing community policing innovations within the Urban Core Redevelopment Area for Fiscal Year 2023 in an amount not to exceed \$100,000.

FUNDING:

Budget: \$ 291,700

Actual: \$ 291,700

FINANCIAL IMPACT:

Amendment of the Interlocal Agreement will increase the maximum amount of funding for community policing by \$191,700 to an amount not to exceed \$291,700. The supplemental funding will be transferred from Urban Core Acquisition and Redevelopment in the Fiscal Year 2023 CRA Fund budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/23/2022

STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development
Sherry Morris, Development Services Director
Victoria D'Angelo, CRA Assistant Manager
Eric Randall, Pensacola Police Chief

ATTACHMENTS:

- 1) FY2023 Interlocal Agreement for Community Policing
- 2) Amendment No. 1 to Interlocal Agreement

PRESENTATION: Yes

INTERLOCAL AGREEMENT
FOR COMMUNITY POLICING INNOVATIONS
FY 2023

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2022097394 9/28/2022 4:17 PM
OFF REC BK: 8866 PG: 334 Doc Type: AGM
Recording \$154.50

This **INTERLOCAL AGREEMENT** (the "Agreement"), is made and entered into as of this 23rd day of September, 2022 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, 2023, 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, 17th 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 2023. 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: Manager
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To the City:	City of Pensacola Post Office Box 12910 Pensacola, Florida 32521-0001 Attention: City Administrator
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(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



Teniade Broughton, CRA Chairperson

Attest:



Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

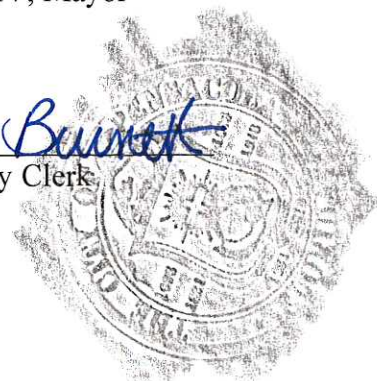


Grover C. Robinson, IV, Mayor

Attest:



Ericka L. Burnett, City Clerk

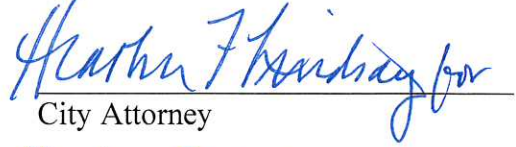


Approved as to Content:



Victoria D'Angelo, Asst. CRA Manager

Approved as to Form and Execution:


City Attorney

Heather F. Lindsay
Asst. City Attorney



Legislation Details (With Text)

File #: 22-00803 **Version:** 1 **Name:**
Type: Action Item **Status:** Passed
File created: 8/1/2022 **In control:** Community Redevelopment Agency
On agenda: 8/15/2022 **Final action:** 8/15/2022
Enactment date: **Enactment #:**
Title: FISCAL YEAR 2023 COMMUNITY POLICING INTERLOCAL AGREEMENT
Sponsors: Teniade Broughton
Indexes:
Code sections:
Attachments: 1. FY2023 Community Policing Interlocal Agreement

Date	Ver.	Action By	Action	Result
8/15/2022	1	Community Redevelopment Agency	Approved	Pass

ACTION ITEM

SPONSOR: Teniade Broughton, Chairperson

SUBJECT:

FISCAL YEAR 2023 COMMUNITY POLICING INTERLOCAL AGREEMENT

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve an interlocal agreement with the City of Pensacola for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area for Fiscal Year 2023 in an amount not to exceed \$100,000.

SUMMARY:

One of the primary obstacles to urban revitalization is the perception of a lack of safety. This perception is typically related to criminal activity, may be real or perceived, and may involve both personal safety, as well as, the safety of property. Community policing innovations are one approach that can be initiated to target criminal activity within a community redevelopment area.

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

PRIOR ACTION:

July 25, 2002 - City Council adopted Resolution No. 21-02, CRA Plan Additional Priority Element - Urban Core Area Community Policing Innovations.

January 20, 2010 - City Council adopted Resolution No. 02-10, Urban Core Community Redevelopment Plan, 2010, including Community Policing Innovations for the Urban Core.

September 20, 2010 - CRA approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 23, 2010 - City Council approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 19, 2011 - CRA approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

September 22, 2011 - City Council approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

November 28, 2011 - CRA approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

December 1, 2011 - City Council approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

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

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

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

September 9, 2019 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2020.

September 12, 2019 - City Council approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2020.

September 8, 2020 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2021.

September 7, 2021 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2022.

FUNDING:

Budget: \$ 100,000

Actual: \$ 100,000

FINANCIAL IMPACT:

Funding in the amount of \$100,000 has been included in the CRA Fiscal Year 2023 proposed budget for the Interlocal Agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/4/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, Development Services Director

Victoria D'Angelo, Assistant CRA Manager

ATTACHMENTS:

- 1) FY2023 Community Policing Interlocal Agreement

PRESENTATION: Yes

AMENDMENT NO.1
INTERLOCAL AGREEMENT
FOR COMMUNITY POLICING INNOVATIONS
FY 2023

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT** (the " Agreement"), is made and entered into as of this _____ day of _____, 2023 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, on August 8, 2022, the Agency and the City entered into an Interlocal Agreement for the purpose of undertaking community policing innovations within the Urban Core Community Redevelopment Area ("the District"); and

WHEREAS, the Interlocal Agreement established that the amount of Agency payments made towards the undertaking of community policing activities would not exceed \$100,000 for Fiscal Year 2023; and

WHEREAS, the Agency and City, jointly, desire to add two additional dedicated officers within the District in an effort to improve safety and security within the District, particularly during night and weekend hours; and

WHEREAS, the add such services is estimated at \$191,700; and

WHEREAS, the Agency and City agree to increase the amount of Agency payments to be made in accordance with the Interlocal Agreement to an amount not to exceed \$291,700 for the Fiscal Year 2023; and

WHEREAS, both the Agency and City desire to continue the community policing activities embodied in the Interlocal Agreement; and

WHEREAS, the Agency and City, desire to amend the Interlocal Agreement upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and agreements herein contained, it is agreed by the Agency and City that the Interlocal Agreement shall be amended as follows:

1. The Parties agree that the recitals above are true and correct and are hereby incorporated into this Amendment.
2. Section Article 4.3 of the Interlocal Agreement is amended to increase the sum of Agency Payments to be made under the terms of the Interlocal Agreement during Fiscal Year 2023 from an amount not to exceed \$100,000 to an amount not to exceed \$291,700.
3. The remaining provisions of the Interlocal Agreement shall remain in full force and effect.
4. This Amendment No. 1 to the Interlocal Agreement shall be recorded by the CRA upon full execution.

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

Teniade Broughton, CRA Chairperson

Attest:

Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

D.C. Reeves, Mayor

Attest:

Ericka L. Burnett, City Clerk

Approved as to Content:

Approved as to Form and Execution:

Victoria D'Angelo, Assistant CRA Manager

Charlie Peppler, City Attorney



Memorandum

File #: 2023 -01 CRA

Community Redevelopment Agency

1/17/2023

ACTION ITEM

SPONSOR: Teniade Broughton, Chairperson

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-01 CRA - NON-ENCUMBERED CARRYOVER RESOLUTION

RECOMMENDATION:

That the Community Redevelopment Agency adopt Supplemental Budget Resolution No. 2023-01 CRA.

A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY APPROVING AND CONFIRMING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

SUMMARY:

There are three Tax Increment Financing (TIF) Districts contained within the City of Pensacola's Fiscal Year 2023 Annual Budget; the Urban Core TIF, the Eastside TIF, and the Westside TIF. The Community Redevelopment Agency (CRA) is responsible for using the Tax Increment Financing (TIF) funds to promote growth, redevelopment, and subsequent property value increases in the Redevelopment Area. TIF funds can only be used to undertake planning and construction of improvements and/or specific projects within the Redevelopment Area or neighborhood included within the respective plans.

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

The attached unencumbered carryover budget resolution includes appropriations for the following:

For various reasons, certain items that were budgeted in FY 2022 were not purchased or encumbered. The unexpended appropriations are carried forward to the new fiscal year so that these items can be purchased.

Balances remaining for the Community Redevelopment Agency Fund, the Eastside TIF Fund, the Westside TIF Fund, the CRA Series 2017 Capital Projects Fund, and the CRA Series 2019 Capital Projects Fund are being carried forward.

PRIOR ACTION:

August 15, 2022 - The Community Redevelopment Agency approved the Fiscal Year 2023 Budget on Budget Resolution No. 2022-04 CRA.

December 12, 2022 - The Community Redevelopment Agency approved an encumbered carryover budget resolution on Supplemental Budget Resolution No. 2022-05 CRA.

FUNDING:

N/A

FINANCIAL IMPACT:

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

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/28/2022

STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development
Sherry Morris, Development Services Director
Victoria D'Angelo, CRA Assistant Manager
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2023-01 CRA
- 2) Supplemental Budget Explanation No. 2023-01 CRA

PRESENTATION: No

CRA RESOLUTION NO: 2023-01 CRA

A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY APPROVING AND CONFIRMING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. COMMUNITY REDEVELOPMENT AGENCY FUND

Fund Balance		4,522,777
To:	Hawkshaw Deposit Recognition	100,000
As Reads: Amended	Operating Expenses	3,784,838
To Read:	Operating Expenses	6,198,206
As Reads: Amended	Capital Outlay	508,152
To Read:	Capital Outlay	1,741,155
As Reads: Amended	Grants & Aids	558,870
To Read:	Grants & Aids	1,535,276

B. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND

Fund Balance		786,971
As Reads: Amended	Operating Expenses	210,591
To Read:	Operating Expenses	538,680
As Reads: Amended	Capital Outlay	16,439
To Read:	Capital Outlay	118,068
As Reads: Amended	Grants & Aids	17,011
To Read:	Grants & Aids	374,264

C. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND

	Fund Balance	1,419,345
To:	Capital Outlay	405,525
As Reads: Amended	Operating Expenses	1,018,538
To Read:	Operating Expenses	1,459,826
As Reads: Amended	Grants & Aids	230,200
To Read:	Grants & Aids	802,732

D. CRA SERIES 2017 CAPITAL PROJECTS FUND

	Fund Balance	5,068,867
As Reads: Amended	Capital Outlay	263,312
To Read:	Capital Outlay	5,332,179

E. CRA SERIES 2019 CAPITAL PROJECTS FUND

	Fund Balance	8,430,790
As Reads: Amended	Capital Outlay	6,180,407
To Read:	Capital Outlay	14,611,197

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

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

Adopted: _____

Approved: _____
Chairperson, CRA

Attest:

City Clerk

**THE CITY OF PENSACOLA
COMMUNITY REDEVELOPMENT AGENCY
JANUARY 2023 - NON-ENCUMBERED CARRYOVER RESOLUTION NO. 2023-01 CRA**

FUND	AMOUNT	DESCRIPTION
A. COMMUNITY REDEVELOPMENT AGENCY FUND		
Estimated Revenues		
Misc Revenues	100,000	Appropriate estimated revenue from Misc Revenues- Hawkshaw Liquidated damages
Total Estimated Revenues	100,000	
Fund Balance	4,522,777	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>4,622,777</u>	
Appropriations		
Operating Expenses	53,340	Appropriate funding for Operating Expenses - FY 2022 Carryover - Garden Landscape
		Increase appropriation for Operating Expenses - FY 2022 Carryover - CRA Tax Increment
Operating Expenses	43,178	Administration
Operating Expenses	22,400	Increase appropriation - FY 2022 Carryover - Fountain Repair
		Appropriate funding for Operating Expenses - FY 2022 Carryover - Urban Core TIF- Plans & Studies
Operating Expenses	240,142	
Operating Expenses	10,648	Increase appropriation for Operating Expenses - FY 2022 Carryover - Management
Operating Expenses	42,488	Appropriate funding for Operating Expenses - FY 2022 Carryover - Plaza De Luna
Operating Expenses	6,710	Increase appropriation for Operating Expenses - FY 2022 Carryover - Garden Street Streetscape
		Increase appropriation for Operating Expenses - FY 2022 Carryover - Urban Core- Acquisition & Redvelopment
Operating Expenses	1,518,928	
		Increase appropriation for Operating Expenses - FY 2022 Carryover - CRA - DIB AF Housing
Operating Expenses	164,602	
		Appropriate funding for Operating Expenses - FY 2022 Carryover - Blue Wahoos Stadium Improv
Operating Expenses	310,932	
		Increase appropriation for Capital Outlay- FY 2022 Carryover - Mgmt- Devillers Streetscape/ Garden
Capital Outlay	489,484	
Capital Outlay	582,571	Appropriate funding for Capital Outlay - Garden St Light Replacement
Capital Outlay	60,948	Increase appropriation for Capital Outlay - Hollice Williams Park (AKA Skate Park)
Capital Outlay	100,000	Appropriate funding for Capital Outlay - Improv at or adjacent to Admiral / Vets Park
Grants & Aids	437,952	Increase appropriation for Grants & Aids - FY 2022 Carryover - AF Housing (Prop Improv Pgm)
Grants & Aids	29,200	Increase appropriation for Grants & Aids - FY 2022 Carryover -RPIP- Romana St
Grants & Aids	20,710	Bellanova
Grants & Aids	9,430	Increase appropriation for Grants & Aids - FY 2022 Carryover - RPIP - W. Intendecia St -Johnson
Grants & Aids	297,319	Increase appropriation for Grants & Aids - FY 2022 Carryover - Commercial Façade Pgm
Grants & Aids	150	Increase appropriation for Grants & Aids - FY 2022 Carryover - Former Srvc Station
Grants & Aids	31,645	Increase appropriation for Grants & Aids - CRA- Parks & Public Spaces
Grants & Aids	150,000	Increase appropriaton for Grants & Aids - FY 2022 Carryover - UC TIF Resiliency
Total Appropriations	<u>4,622,777</u>	

**THE CITY OF PENSACOLA
COMMUNITY REDEVELOPMENT AGENCY
JANUARY 2023 - NON-ENCUMBERED CARRYOVER RESOLUTION NO. 2023-01 CRA**

FUND	AMOUNT	DESCRIPTION
B. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	<u>786,971</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	104,124	Appropriate funding for Operating Expenses - FY 2022 Carryover - Eastside - Redevelopment Plan
Operating Expenses	50,072	Appropriate funding for Operating Expenses - FY 2022 Carryover - Property Acquisition/Mgmt
Operating Expenses	135,943	Increase appropriation for Operating Expenses - FY 2022 Carryover - ES TIF- Acquisition & Redevelopment
Operating Expenses	37,950	Increase appropriation for Operating Expenses - FY 2022 Carryover -Administration
Capital Outlay	101,629	Appropriate funding for Capital Outlay - FY 2022 Carryover - Dr MLK Dr - Land Acq
Grants & Aids	243,297	Appropriate funding for Grants & Aids - FY 2022 Carryover - Affordable Housing (Prop Improv Pgm)
Grants & Aids	13,956	Appropriate funding for Grants & Aids - FY 2022 Carryover - RPIP- N 6th St
Grants & Aids	100,000	Appropriate funding for Grants & Aids - FY 2022 Carryover - Eastside TIF - Resiliency
Total Appropriations	<u>786,971</u>	
C. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	<u>1,419,345</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	44,839	Increase appropriation for Operating Expenses - FY 2022 Carryforward - Westside TIF Administration
Operating Expenses	94,628	Appropriate funding for Operating Expenses - FY 2022 Carryforward - Westside - Plans & Studies
Operating Expenses	14,461	Increase appropriation for Operating Expenses - FY 2022 Carryforward - Westside - Acquisition & Mgmt
Operating Expenses	23,920	Appropriate funding for Operating Expenses - FY 2022 Carryforward - Westside - Complete Streets -FDOT Garden
Operating Expenses	263,440	Increase appropriation for Operating Expenses - FY 2022 Carryforward - WS - Acquisition & Redevelopment
Capital Outlay	223,380	Appropriate funding for Grants & Aids - FY 2022 Carryforward - Complete Streets- Legion
Capital Outlay	168,501	Appropriate funding foGrants & Aids - FY 2022 Carryforward - W. Blount - Acquisition & Redevelopment
Capital Outlay	13,644	Appropriate funding for Grants & Aids - FY 2022 Carryforward - 900 W. Blount - Acquisition & Redevelopment

**THE CITY OF PENSACOLA
COMMUNITY REDEVELOPMENT AGENCY
JANUARY 2023 - NON-ENCUMBERED CARRYOVER RESOLUTION NO. 2023-01 CRA**

FUND	AMOUNT	DESCRIPTION
Grants & Aids	260,410	Increase appropriation for Grants & Aids - FY 2022 Carryforward - AF Housing
Grants & Aids	19,931	Appropriate funding for Grants & Aids - FY 2022 Carryforward - W. Stron St - Jordan
Grants & Aids	9,286	Increase appropriation for Grants & Aids - FY 2022 Carryforward - W. Wright St - Todd
Grants & Aids	29,254	Appropriate funding for Grants & Aids - FY 2022 Carryforward - N. C St - Spivey
Grants & Aids	153,651	Increase appropriation for Grants & Aids - FY 2022 Carryforward - WS TIF Commercial Façade Program
Grants & Aids	100,000	Increase appropriation for Grants & Aids - FY 2022 Carryforward - Resiliency
Total Appropriations	<u>1,419,345</u>	
D. CRA SERIES 2017 CAPITAL PROJECTS FUND		
Fund Balance	<u>5,068,867</u>	Increase appropriated fund balance
Appropriations		
Urban Core		
"A" St. Revitalization	838,730	Increase appropriation for Capital Outlay - FY 2022 Carryforward
"A" St. Revitalization ENG SCVS	53,442	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Reus St. Revitalization	6,544	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Devilliers St. Rehabilition	9,200	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Eastside TIF		
Land Acq- 2700 Dr. MLK Drive	87,265	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Chappie James Site & Streetscape Improv	377,345	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Westside TIF		
PFP- American Creosote- Land Acq	100,000	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Alice Day Williams Daycare	300,000	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Moreno STWTR- 901 W. Blount	168,501	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Acquisition Lee St/W Moreno Stormwater Park	200,000	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Property Acquisition & Redevelopment	648,672	Increase appropriation for Capital Outlay - FY 2022 Carryforward
"A" St. Revitalization	905,834	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Lee St./W Moreno Stormwater Park	1,316,132	Increase appropriation for Capital Outlay - FY 2022 Carryforward
"A" St. Revitalization ENG SCVS	57,202	Increase appropriation for Capital Outlay - FY 2022 Carryforward
Total Appropriations	<u>5,068,867</u>	
E. CRA SERIES 2019 CAPITAL PROJECTS FUND		
Fund Balance	<u>8,430,790</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay		
SCAPE - Bruce Beach	461,131	Increase appropriation for Capital Outlay FY 2022 Carryforward
SCAPE - Street & Streetscape Improv	68,319	Increase appropriation for Capital Outlay FY 2022 Carryforward
HASTAG PH I Construction	3,740,000	Increase appropriation for Capital Outlay FY 2022 Carryforward
HASTAG PH I ENG Fees	175,000	Increase appropriation for Capital Outlay FY 2022 Carryforward
Bruce Beach PH I Construction	634,240	Increase appropriation for Capital Outlay FY 2022 Carryforward
Bruce Beach PH I ENG Fees	86,083	Increase appropriation for Capital Outlay FY 2022 Carryforward
Bruce Beach PH II Construction	3,266,017	Increase appropriation for Capital Outlay FY 2022 Carryforward
Total Appropriations	<u>8,430,790</u>	