



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.)

Monday, May 9, 2022

3:30 PM

Hagler-Mason Conference Room, 2nd Floor

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

Members of the public may attend the meeting in person. City Council encourages those not fully vaccinated to wear face coverings that cover their nose and mouth.

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

CALL MEETING TO ORDER

Members: Teniade Broughton, Chairperson, Casey Jones, Vice Chairperson, Jennifer Brahier, Ann Hill, Jared Moore, Sherri Myers, 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. [22-00445](#) CRA MEETING MINUTES - 04/11/2022

Sponsors: Teniade Broughton

Attachments: [Draft CRA Minutes - 04/11/2022](#)

PRESENTATIONS

ACTION ITEMS

2. [22-00334](#) AWARD OF BID # 22-031 BRUCE BEACH PARK PHASE 1

 Sponsors: Teniade Broughton

 Attachments: [Bid No. 22-031 Bid Tabulation](#)
 [Final Vendor Reference List](#)
3. [22-00336](#) AWARD OF BID # 22-039 BLAKE DOYLE COMMUNITY SKATE PARK
 AT HOLLICE T. WILLIAMS PARK

 Sponsors: Teniade Broughton

 Attachments: [Bid Tabulation, Bid No. 22-039](#)
 [Final Vendor Reference List, Bid No. 22-039](#)
 [Project Location Map](#)
4. [22-00425](#) APPROVAL OF DESIGN PLANS FOR PROJECT CONSTRUCTION -
 GENERAL DANIEL "CHAPPIE" JAMES JR. MUSEUM & YOUTH
 FLIGHT ACADEMY PROJECT

 Sponsors: Teniade Broughton
5. [22-00411](#) POLICY REGARDING PARKING ON RIGHT-OF-WAY

 Sponsors: Ann Hill
6. [22-00338](#) CRA APPROVAL OF BIDS, PROPOSALS, CONTRACTS,
 EXPENDITURES OR ALLOCATIONS

 Sponsors: Ann Hill
7. [22-00412](#) PROJECT DESIGN PUBLIC INPUT

 Sponsors: Ann Hill
8. [22-00339](#) LANDSCAPE PLAN TREE REMOVAL

 Sponsors: Ann Hill
9. [22-00234](#) ATTAINABLE HOUSING INFILL POLICY

 Sponsors: Teniade Broughton

 Attachments: [Attainable Housing Infill Policy](#)
10. [22-00410](#) WAIVER OF DOCKING FEES FOR PLAZA DE LUNA - USCGC EAGLE
 WIX-327

 Sponsors: Teniade Broughton

 Attachments: [Waiver Request](#)
 [Berth Application](#)
 [Cost Estimate](#)

11. [22-00418](#) AGREEMENT FOR INSPECTION AND BIDDING SERVICES WITH
 THE EMERALD COAST REGIONAL COUNCIL

Sponsors: Teniade Broughton

Attachments: [Agreement for Inspection Services](#)

DISCUSSION ITEMS

12. [22-00430](#) HAWKSHAW REDEVELOPMENT PROJECT UPDATE

Sponsors: Teniade Broughton

Attachments: [Conditions, Covenants and Restrictions - 5th Amendment](#)

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 #: 22-00445

Community Redevelopment Agency

5/9/2022

SUBJECT:

CRA MEETING MINUTES - 04/11/2022



City of Pensacola

COMMUNITY REDEVELOPMENT AGENCY

DRAFT

Meeting Minutes

April 11, 2022

4:20 P.M.

Hagler/Mason Conf. Rm, 2nd Fl

The Community Redevelopment Agency (CRA) Board meeting was called to order by Chairperson Broughton at 4:20 P.M. (Immediately following the 3:30 P.M. City Council Agenda Conference).

CALL MEETING TO ORDER

CRA MEMBERS PRESENT: Teniade Broughton, Casey Jones, Ann Hill, Delarian Wiggins, Jared Moore, Jennifer Brahier, Sherri Myers

CRA MEMBERS ABSENT: None

Public participation was available as follows:

Members of the public may attend the meeting in person. City Council encourages those not fully vaccinated to wear face coverings that cover their nose and mouth.

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 Members Hill and Wiggins disclosed ownership or control of interest directly or indirectly of property in the Community Redevelopment Area.

CHAIRMAN'S REPORT

None

APPROVAL OF MINUTES1. [22-00378 CRA MEETING MINUTES - 03/07/2022](#)

A motion was made by CRA Member Jennifer Brahier, seconded by CRA Member Delarian Wiggins.

The motion carried by the following vote:

Yes: 7 Teniade Broughton, Casey Jones, Ann Hill, Delarian Wiggins, Jared Moore, Jennifer Brahier, Sherri Myers

No: 0 None

PRESENTATIONS2. [22-00362 COMMUNITY ENTERPRISE INVESTMENTS, INC. \(CEII\) PRESENTATION](#)

Recommendation: That the Community Redevelopment Agency receive a presentation from CEII.

Chairperson Broughton introduced Percy Goodman Jr. of Community Enterprise Investments, Inc. Mr. Goodman Jr. responded accordingly to questions.

3. [22-00326 MAIN STREET HASHTAG CONNECTOR PHASE 1](#)

Recommendation: That the Community Redevelopment Agency receive a presentation from Dewberry Engineers on the Main Street Hashtag Connector Phase 1 project.

Chairperson Broughton introduced the item. David Tillar of Dewberry Engineers and Lee Altman of SCAPE Landscape Architecture spoke. Mr. Tillar, Mrs. Altman and staff responded accordingly to questions.

Following discussion by the Board Members, a straw vote was taken, and the Community Redevelopment Agency decided to keep the Main Street Hashtag Connector Phase 1 plan as proposed and open the bids on April 19, 2022.

The vote was:

Yes: 4 Casey Jones, Delarian Wiggins, Jared Moore, Jennifer Brahier

No: 3 Teniade Broughton, Ann Hill, Sherri Myers

Public Input:	Margaret Hostetter	No address given.
	Gloria Horning	310 S. DeVilliers St.
	Brian Spencer	4040 Dunwoody Dr.

4. [22-00325 HAWKSHAW REDEVELOPMENT PROJECT UPDATE](#)

Recommendation: That the Community Redevelopment Agency (CRA) receive a presentation to update the status of the Hawkshaw Redevelopment Project at 9th Avenue and Romana Street.

Chairperson Broughton introduced the item. Brian Spencer of SMP Architecture provided an update. Staff responded accordingly to questions.

ACTION ITEMS

5. [22-00327 MISCELLANEOUS APPROPRIATIONS AGREEMENT FOR MONUMENT TO WOMEN VETERANS, INC.](#)

Recommendation: That the Community Redevelopment Agency (CRA) approve the miscellaneous appropriations agreement, and budget for use of the \$100,000 in funding, awarded for landscape and related site improvements at the Monument to Women Veterans site. Further, that the CRA Chairperson be authorized to execute all necessary documents.

A motion was made by CRA Member Casey Jones, seconded by CRA Member Delarian Wiggins.

Deputy City Administrator Amy Miller introduced Michelle Caldwell of the Monument to Women Veterans Inc. for a presentation. Mrs. Caldwell and staff responded accordingly to questions.

CRA Member Moore requested a friendly amendment that the \$100,000 in funding be used in accordance with revised Exhibit A, at the Monument to Women Veterans site.

The motion carried by the following vote:

Yes: 7 Teniade Broughton, Casey Jones, Ann Hill, Delarian
 Wiggins, Jared Moore, Jennifer Brahier, Sherri Myers

No: 0 None

6. 22-00328 CRA COMMERCIAL FAÇADE IMPROVEMENT PROGRAM AWARD -
FORMER MONK'S SERVICE STATION RENOVATION

Recommendation: That the Community Redevelopment Agency (CRA) approve a commercial facade improvement program funding award, in an amount, not to exceed, \$60,000, to Sinclair Restoration, LLC for eligible improvements to the property located at 500 West Jackson Street, Pensacola, Florida, commonly known as the former Monk's Service Station. The property is located in historic Belmont-DeVilliers. Further, that the CRA authorize the CRA Chairperson to take all actions necessary to complete the project pursuant to the program documents.

A motion was made by CRA Member Delarian Wiggins, seconded by CRA Member Jennifer Brahier.

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

The motion carried by the following vote:

Yes: 7 Teniade Broughton, Casey Jones, Ann Hill, Delarian
 Wiggins, Jared Moore, Jennifer Brahier, Sherri Myers

No: 0 None

7. 22-00373 Use of Native Species for Tree Replacement on CRA Funded Projects

Recommendation: That all tree replacements on Community Redevelopment Agency (CRA) funded projects be native species and referred to the CRA board for approval.

A motion was made by CRA Member Delarian Wiggins, seconded by CRA Member Ann Hill.

Assistant CRA Manager Victoria D'Angelo turned the item over to the item sponsor, CRA Member Hill. Board Member Hill gave an overview of the item. City Arborist Kris Stultz spoke to the item. Staff responded accordingly to questions.

CRA Member Moore requested a friendly amendment to the recommendation, as enumerated by CRA Member Brahier, that all tree replacements on Community Redevelopment Agency funded capital projects, in part or in full, be native or non-invasive species unless approved by the CRA, no later than 30% of design.

The motion carried by the following vote:

Yes: 7 Teniade Broughton, Casey Jones, Ann Hill, Delarian
Wiggins, Jared Moore, Jennifer Brahier, Sherri Myers

No: 0 None

DISCUSSION ITEMS

8. 22-00329 "A" STREET REVITALIZATION PROJECT - STREET TREES

Assistant CRA Manager Victoria D'Angelo gave an overview of the item. City Arborist Kris Stultz spoke to the item. Staff responded accordingly to questions.

Following discussion by the Board Members, a motion was made by CRA Member Hill and seconded by CRA Member Brahier to withdraw the bid solicitation for the "A" Streetscape Revitalization Project.

The motion carried by the following vote (with CRA Member Myers no longer in attendance):

Yes: 6 Teniade Broughton, Casey Jones, Ann Hill, Delarian
Wiggins, Jared Moore, Jennifer Brahier

No: 0 None

CRA Member Hill pulled Items 9-12 and requested that they be brought forth as action items at the next CRA meeting on May 9, 2022.

9. 22-00370 CRA APPROVAL OF BIDS, PROPOSALS, CONTRACTS, EXPENDITURES OR ALLOCATIONS

10. 22-00371 PROJECT DESIGN PUBLIC INPUT

11. 22-00372 LANDSCAPE PLAN TREE REMOVAL

12. 22-00374 POLICY REGARDING PARKING ON RIGHT-OF-WAY

OPEN FORUM

None

ADJOURNMENT

9:48 P.M.



Memorandum

File #: 22-00334

Community Redevelopment Agency

5/9/2022

ACTION ITEM

SPONSOR: Teniade Broughton, Chairperson

SUBJECT:

AWARD OF BID # 22-031 BRUCE BEACH PARK PHASE 1

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) award bid #22-031 for construction of the Bruce Beach Park Phase 1 to Biggs Construction Company, Inc., the lowest and most responsive bidder in the amount of \$6,342,411.00 plus a 10% contingency in the amount of \$634,241.10 for a total amount of \$6,976,652.10. Further, that the CRA authorize the Chairperson to take all actions necessary to execute the contract.

SUMMARY:

The Bruce Beach Park improvement project carries out a key component of the 2010 Urban Core Redevelopment Plan, as further conceptualized in the Pensacola Waterfront Framework Plan. The Bruce Beach Park is located at 601 West Main Street, adjacent to South Clubbs Street and west of Maritime Park along Pensacola Bay. The Bruce Beach Park improvement project serves to improve public access to the waterfront and to celebrate the site's rich history as a former lumber planing mill, dry dock and, most notably, an African American recreation center and swimming pool during segregation.

Invitation to Bid #22-031 was advertised on February 14, 2022 for construction of the first phase of the park. Phase One consists of the construction of a large central plaza with allee trees and cultural signage, a shade structure and two public lawn areas with seat walls. There is also a learning garden, including a planted garden and play structures, a pedestrian bridge and seating at an existing palm grove, all connected with concrete pedestrian pathways. Lighting, stormwater improvements, a bus stop and additional striping, site furnishings and naturalized landscaping are also included. Cultural signage reflecting the sites historic and cultural significance will also be a component of this phase. Three (3) responsive bids were received. Biggs Construction Company provided the lowest and best responsive bid.

The engineer's cost estimate totaled \$4,001,000.00 with a 10% contingency of \$400,100.00 for a total of \$4,401,100.00. The bid amount exceeded the cost estimate by \$2,341,411.00 with a 10% contingency of \$234,141.10 for a total of \$2,575,552.10, leaving a balance of \$811,457.01 for future phases.

PRIOR ACTION:

February 10, 2020 - The CRA approved the Bruce Beach Park improvement project for funding through the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

August 10, 2020 - The CRA approved the Fiscal Year 2021 CRA Work Plan which included the Bruce Beach Park improvement project.

August 9, 2021 - The CRA approved the Fiscal Year 2022 CRA Work Plan which included the Bruce Beach Park improvement project.

FUNDING:

Budget:	<u>\$8,657,000.00</u> \$8,657,000.00	Series 2019 Urban Core Redevelopment Bonds
Actual:	\$ 6,342,411.00	Construction Contract
	634,241.00	Contingency (10%)
	662,311.00	Engineering Design
	186,330.00	CEI
	20,250.00	Geotechnical
	<u>811,457.00</u>	Phase 2 (Remaining Funds)
	\$ 8,657,000.00	

FINANCIAL IMPACT:

The total budget for this project is \$8,657,000.00 which is available within the Series 2019 Urban Core Redevelopment Bonds. To date, \$712,573.59 has been encumbered or expended, leaving a balance of \$7,944,246.41, which is projected to be sufficient to cover the remaining items for this project. The engineer's cost estimate totaled \$4,001,000.00 with a 10% contingency of \$400,100.00 for a total of \$4,401,100.00. The bid amount exceeded the cost estimate by \$2,341,411.00 with a 10% contingency of \$234,141.10 for a total of \$2,575,552.10, leaving a balance of \$811,457.01 for future phases.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

[Click here to enter a date.](#)

STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development
Sherry Morris, Development Services Director
M. Helen Gibson, AICP, CRA Manager
Victoria D'Angelo, Assistant CRA Manager

ATTACHMENTS:

- 1) Bid No. 22-031 Bid Tabulation

2) Final Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 22-031

TITLE: BRUCE BEACH PARK PHASE I

SUBMITTALS DUE:

April 14, 2022, 2:30 P.M.

DEPARTMENT:

Community Redevelopment Agency

BIGGS
CONSTRUCTION
COMPANY, INC.
Pensacola, FL

EMPIRE
BUILDERS
GROUP, INC.
Pensacola, FL

BEAR
GENERAL
CONTRACTORS, LLC
Pensacola, FL

Base Bid

\$6,342,411.00

\$6,670,076.42

\$6,667,299.00

Bid Alternate

\$424,948.00

\$240,420.45

\$395,729.00

Grand Total

\$6,767,359.00

\$6,910,496.87

\$7,063,028.00

M/S/WBE

N/A

SBE

SBE

Submittal Due Date: 04/14/22

Bid No.: 22-031

**FINAL VENDOR REFERENCE LIST
BRUCE BEACH PARK PHASE I
COMMUNITY REDEVELOPMENT AGENCY**

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
075492 ASL LAWN & CARE SERVICES LLC	190 GREENRIDGE DRIVE	PENSACOLA	FL	32534	
071765 ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
081043 BCK SPECUALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
069786 BEAR GENERAL CONTRACTORS LLC	1216 N PALAFOX ST STE A	PENSACOLA	FL	32501	
036997 BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
073772 BIGGS CONSTRUCTION COMPANY INC	PO BOX 1552	PENSACOLA	FL	32591	Y
051492 BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	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 CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
078639 C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
042045 CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	Y
049653 CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	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
069659 EAST BAY LNDSCAPG & IRRGTN INC DBA PINELANDS NURSERY CO	8365 HIGHWAY 90	MILTON	FL	32583	Y
065871 ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y
049947 EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
048528 EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	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 MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
073703 GRAND SERVICE COMPANY LLC	320 EDGEWATER DRIVE	PENSACOLA	FL	32507	Y
074076 GRAY SERVICE PAVERS CO INC	8121 LILLIAN HWY LOT 90	PENSACOLA	FL	32506	
058714 GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
063457 GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	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	

Submittal Due Date: 04/14/22

Bid No.: 22-031

**FINAL VENDOR REFERENCE LIST
BRUCE BEACH PARK PHASE I
COMMUNITY REDEVELOPMENT AGENCY**

Vendor	Name	Address	City	St	Zip Code	SMWBE
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	
080650	HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
042216	HEROMAN SERVICES PLANT CO LLC	505 MOUNTAIN DRIVE # H	DESTIN	FL	32541	
052866	HEWES & COMPANY LLC	251 AMBER STREET	PENSACOLA	FL	32503	Y
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
007077	KEN GRIFFIN LANDSCAPE CONTRACTORS INC	3004 WESTFIELD ROAD	GULF BREEZE	FL	32563	Y
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
081795	LYNN, STEVEN W MCCULLOUGH AND SON	1104 FRETZ STREET	PENSACOLA	FL	32534	
059406	MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	
082993	MICHAEL DEES LAWN CARE INC	2960 MICHAEL DRIVE	PENSACOLA	FL	32505	
043858	MOORE, JILL DBA TIMBERWOLF IRRIGATION CONSULTANTS	3745 BONNER ROAD	PENSACOLA	FL	32503	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
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	
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	
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	
073705	SEAL, DILLON DBA A CUT ABOVE LANDSCAPING&PROPERTY MAINTNCE	4771 BAYOU BLVD #176	PENSACOLA	FL	32503	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
072701	SOUTHERN ROOTS LANDSCAPING & MORE BY CHRISTOPHER GLAZE	11626 WAKEFIELD DRIVE	PENSACOLA	FL	32514	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
083223	TURFS UP LAWN AND LANDSCAPING	665 CONNELL DR	PENSACOLA	FL	32503	
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: 74



Memorandum

File #: 22-00336

Community Redevelopment Agency

5/9/2022

ACTION ITEM

SPONSOR: Teniade Broughton, Chairperson

SUBJECT:

AWARD OF BID # 22-039 BLAKE DOYLE COMMUNITY SKATE PARK AT HOLLICE T. WILLIAMS PARK

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) award Bid No. 22-039 Blake Doyle Community Skate Park to Bear General Contractors, LLC, of Pensacola Florida, the lowest and most responsible bidder with a base bid of \$2,084,446 plus contingency in the amount of \$51,000 for a total amount of \$2,135,446. Further, that the CRA authorize the CRA Chairperson to execute the contract and take all action necessary to complete the project.

SUMMARY:

The Blake Doyle Community Skate Park project is located on the block bounded by Jackson Street, Hayne Street, La Rua Street, and CSX Railroad right-of-way. Co-located on the block is the From the Ground-Up Community Garden and the I-110 bridge structure. The project is located in FDOT right-of-way, which is leased to the City of Pensacola. The project will consist of the construction of a new public skate park including associated earthwork, reinforced concrete work, metals, stormwater system installation including underground treatment, protection of the bridge structure, and coordination of utility protection/adjustments, furnishings, landscaping, and erosion control. The total project area is approximately 1.25 acres consisting of approximately 25,000 square feet of skate able surfacing and 5,700 square feet of surrounding sidewalk and gathering areas. The skate park includes a beginner area, multilevel skate plaza, and 2 skate bowls.

Project design was funded by an Escambia County RESTORE Direct Component Grant. The City of Pensacola and Escambia County entered into a Memorandum of Understanding (MOU) for the planning and design of the Hollice T. Williams Urban Greenway and Skate Park project. In accordance with the MOU, Escambia County, in coordination with the City and the Community Redevelopment Agency (CRA), procured architecture and engineering services to design the project. HDR and Kimley Horn were selected to perform the overall park design and skate park design, respectively.

Invitation to Bid #22-039 was advertised on February 11, 2022 for construction of the skate park. The construction of a skate park includes the associated earthwork, reinforced concrete work, metals, stormwater system installation including underground treatment, protection of the bridge structure,

and coordination of utility protection/adjustments, furnishings, landscaping, and erosion control. Bear General Contractors, LLC, of Pensacola Florida, the lowest and most responsible bidder with a base bid of \$2,084,446. To date the Council has appropriated \$1,705,000 for this project and an additional \$100,000 Upward Intuition donation has been secured to assist in covering project cost. Upon approval of this item by City Council, \$330,446 in unallocated funds and \$50,000 in funds allocated for the CMP Day Marina appropriated in the Urban Core Series 2019 Bond Fund will be transferred into a Blake Doyle Community Skate Park account. The unallocated funds were derived from interest earnings in the fund and therefore will not impact the budget of any existing projects. Part of the allocated CMPA Day Marina funds are available as the City received a \$3,038,895 Florida Fish and Wildlife Conservation Commission Grant to assist the City in funding the construction of the CMP Day Marina.

PRIOR ACTION:

September 10, 2018 - CRA approved \$300,000 to be utilized for the construction of a proposed multi-purpose skate park and amphitheater at the Hollice T. Williams Park.

August 5, 2019 - The CRA approved the Fiscal Year 2020 CRA Work Plan which included the Hollice T. Williams Greenway and Skate Park project.

September 19, 2018 - City Council approved Resolution No. 18-40 adopting a final budget for the City of Pensacola for the fiscal year beginning October 1, 2018 which included \$375,000 in Local Option Sales Tax (LOST) funding for the Skate Park.

October 11, 2018 - City Council adopted Supplemental Budget Resolution No. 18-46 amending the fiscal year 2019 budget transferring \$200,000 in Local Option Sales Tax (LOST) funding appropriated for City Hall Parking Lot Improvements for the Skate Park.

December 9, 2019 - The CRA approved Carry forward Resolution No. 2019-10 CRA which allocated \$300,000 towards the skate park component of the Hollice T. Williams Greenway.

December 12, 2019 - City Council approved Carry forward Resolution No. 2019-70 which allocated \$300,000 from the CRA Fund and \$575,000 from LOST IV towards the skate park component of the Hollice T. Williams Greenway.

August 10, 2020 - The CRA approved the Fiscal Year 2021 CRA Work Plan which included the Hollice T. Williams Greenway and Skate Park project.

August 9, 2021 - The CRA approved the Fiscal Year 2022 CRA Work Plan which included the Hollice T. Williams Greenway and Skate Park project.

August 12, 2021 - City Council adopted Supplemental Budget Resolution No. 2021-56 appropriating an additional \$700,000 in American Rescue Plan Act (ARPA) funding for the Skate Park.

November 18, 2021 - City Council adopted Supplemental Budget Resolution No. 2021-92 appropriating \$130,000 in the Special Grants Fund representing the contribution from Upward Intuition for the construction of the Skate Park.

January 20, 2022 - City Council adopted Supplemental Budget Resolution No. 2022-09 transferring Local Option Sales Tax (LOST) funding in the amount of \$250,000 from the Skate Park to the Cecil T. Hunter Swimming Pool project and then within the American Rescue Plan Act (ARPA) Fund, transferring \$250,000 identified for the Cecil T. Hunter Swimming Pool to the Skate Park, ensuring the same amount of overall funding for the Skate Park remains unchanged.

FUNDING:

Budget: \$ 325,000 Local Option Sales Tax Fund - LOST IV
 300,000 Community Redevelopment Agency Fund
 130,000 Special Grants Fund - Upward Intuition Donation
 100,000 Special Grants Fund - Upward Intuition Donation (Pending)
 950,000 ARPA Funds
 380,446 Urban Core Series 2019 Bond Fund
 \$2,185,446 Total Available Funds

Actual: \$2,084,446 Contract
 51,000 Contingency
 50,000 Testing/Misc.
 \$2,185,446 Total Project Cost

FINANCIAL IMPACT:

Funding in the amount of \$1,705,000 has been appropriated for this project. Of the total appropriations \$325,000 is available in the Local Option Sales Tax Fund - LOST IV, \$300,000 is available in the Community Redevelopment Agency Fund, \$950,000 is available in ARPA Fund and \$130,000 is available in the Special Grants Fund. An additional \$100,000 Upward Intuition donation has been secured to assist in covering project cost. Upon approval of this item by City Council, \$330,446 in unallocated funds and \$50,000 in funds allocated for the CMP Day Marina appropriated in the Urban Core Series 2019 Bond Fund will be transferred into a Blake Doyle Community Skate Park account, for a total transfer of \$380,446.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/29/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Adrian Stills, Interim Parks and Recreation Director
M. Brad Hinote, City Engineer
Sherry Morris, Development Services Director
M. Helen Gibson, AICP, CRA Manager
Victoria D'Angelo, Assistant CRA Manager

ATTACHMENTS:

- 1) Bid Tabulation, Bid No. 22-039
- 2) Final Vendor Reference List, Bid No. 22-039
- 3) Project Location Map

PRESENTATION: No

TABULATION OF BIDS

BID NO: 22-039

TITLE: BLAKE DOYLE COMMUNITY SKATE PARK

SUBMITTALS DUE: April 25, 2022, 2:30 P.M. DEPARTMENT: Parks & Recreation	BEAR GENERAL CONTRACTORS, LLC Pensacola, FL	PARAMOUNT CONSTRUCTION GROUP FL DIVISION, LLC Panama City, FL
Base Bid	\$2,084,446.00	\$2,855,875.00

Submittal Due Date: 04/25/22

Bid No.: 22-039

**FINAL VENDOR REFERENCE LIST
BLAKE DOYLE COMMUNITY SKATE PARK
ENGINEERING & PUBLIC WORKS**

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	
056109	AMERICAN RAMP COMPANY	601 S MCKINLEY AVE	JOPLIN	MD	64801	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
083669	BASALT ENGINEERING LLC	188 BROOKE ROAD	WINCHESTER	VA	22603	
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
051492	BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	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 CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
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
071766	CONSTRUCTION MGMT ADVISORS LLC	4547 LASSASSIER	PENSACOLA	FL	32504	
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	NAVARRA	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	
083264	FOREVER LAWN EMERALD COAST	210 TILDEN ST NW	FORT WALTON BCH	FL	32548	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
083672	GRINDLINE SKATEPARKS INC	4619 14TH AVE SW	SEATTLE	WA	98106	
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	
026222	HDR ENGINEERING INC	P O BOX 74008202	CHICAGO	IL	60674	

Submittal Due Date: 04/25/22

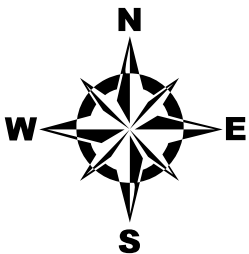
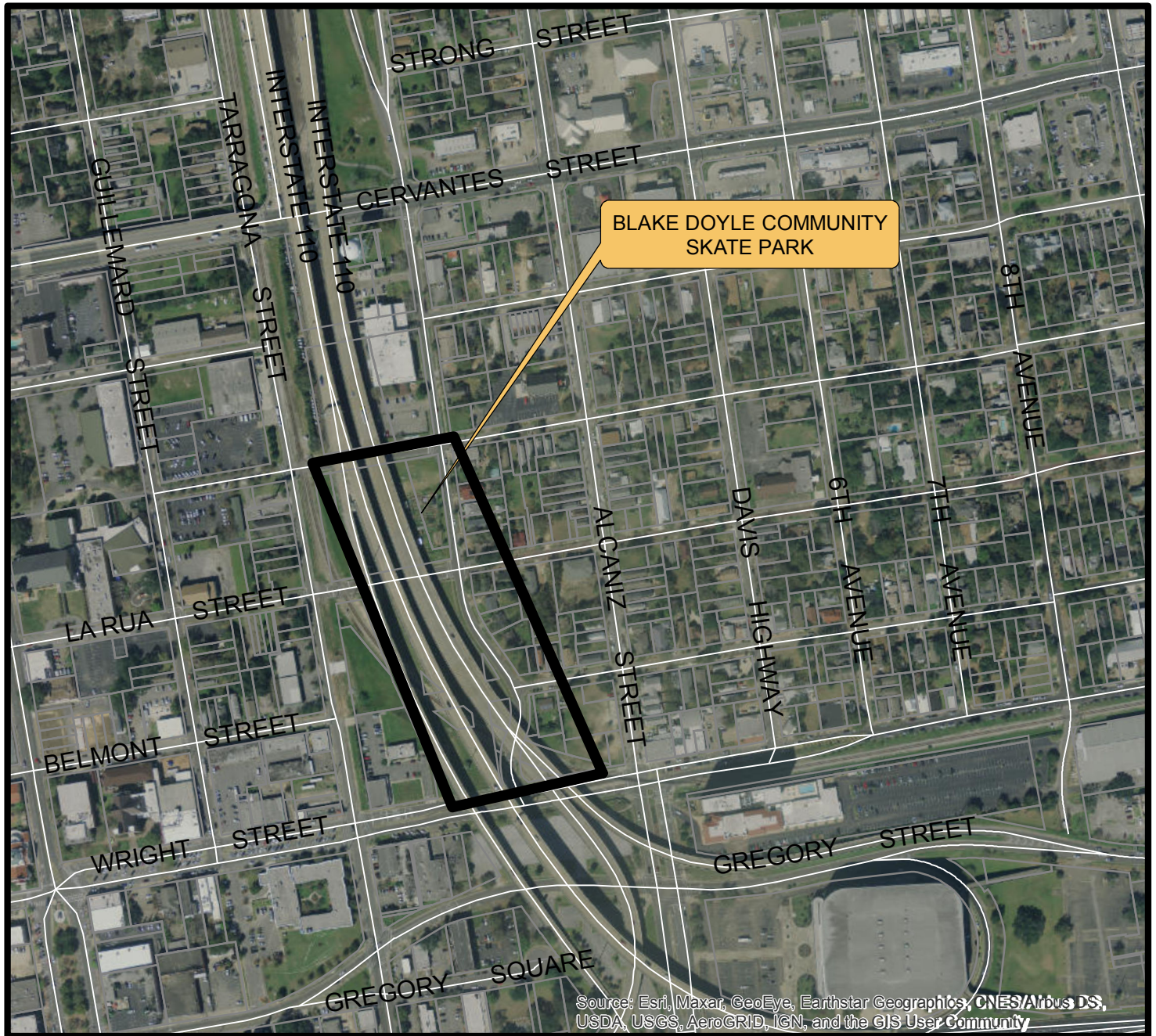
Bid No.: 22-039

**FINAL VENDOR REFERENCE LIST
BLAKE DOYLE COMMUNITY SKATE PARK
ENGINEERING & PUBLIC WORKS**

Vendor	Name	Address	City	St	Zip Code	SMWBE
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
081896	HYDRA ENGINEERING & CONSTRUCTION LLC	36 JASPER THOMAS RD	CRAWFORDVILLE	FL	32327	
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRLMANN ST	PENSACOLA	FL	32507	
028242	KIMLEY HORN & ASSOCIATES INC	PO BOX 33068	RALEIGH	NC	27636	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
083265	NEW LINE SKATE PARKS	UNIT 302 – 19950 88TH AVE	LANGLEY	BC	V1M 0A5	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
083671	PARAMOUNT CONSTRUCTION GROUP	107 W 5TH STREET	PANAMA CITY	FL	32401	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
083670	PLATFORM GROUP	4611 NORTH HALE AVENUE	TAMPA	FL	33614	
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
083668	SPOHN RANCH SKATE PARKS	6824 S CENTINELA AVE	LOS ANGELES	CA	90230	
083667	TEAM PAIN SKATE PARKS	890 NORTHERN WAY SUITE D-1	WINTER SPRINGS	FL	32708	
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	
027461	VISION CONSTRUCTION ENT INC	P O BOX 9604	PENSACOLA	FL	32513	
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: 69

BLAKE DOYLE COMMUNITY SKATE PARK



**DEPARTMENT OF
PARKS AND RECREATION**



Memorandum

File #: 22-00425

Community Redevelopment Agency

5/9/2022

ACTION ITEM

SPONSOR: Teniade Broughton, Chairperson

SUBJECT:

APPROVAL OF DESIGN PLANS FOR PROJECT CONSTRUCTION - GENERAL DANIEL "CHAPPIE" JAMES JR. MUSEUM & YOUTH FLIGHT ACADEMY PROJECT

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve final design plans for the General Daniel "Chappie" James, Jr. Museum and Flight Academy Phase II Project Scope and authorize staff to proceed to bid solicitation.

SUMMARY:

Funding for the General Daniel "Chappie" James, Jr. Museum and Flight Academy Project has been a priority for the CRA, especially the Eastside Redevelopment Area. The historic home site of America's first African American four-star general in the United States Air Force 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.

Phase II of the approved project included development of a free-standing surface parking lot one block away to address periodic overflow parking needs at the Chappie James site. 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.

In lieu of the parking lot, the Museum and Flight Academy boards requested, and the CRA approved, amending Phase II of the project to include construction of an additional classroom space to expand available space for the two programs.

Staff recommends the CRA approve the construction design plans for Phase II and authorize staff to proceed with solicitation of bids.

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.

January 13, 2020 - CRA approved amendment of the General Daniel "Chappie" James , Jr. Museum and Flight Academy Phase II Project scope.

FUNDING:

Budget:	\$ 69,705	Design
	<u>\$375,666</u>	Remaining
	\$445,371	

Actual: \$ 445,371

FINANCIAL IMPACT:

Funding in the amount of \$445,371 for the “Chappie” James Jr. Museum and Flight Academy project is available in the CRA Series 2017 Project Fund. Carried forward on supplemental Budget Resolution No. 2019-70.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/2/2022

STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development
Sherry Morris, Development Services Director
M. Helen Gibson, AICP, CRA Manager
Victoria D'Angelo, CRA Assistant Manager

ATTACHMENTS:

None

PRESENTATION: Yes



Memorandum

File #: 22-00411

Community Redevelopment Agency

5/9/2022

ACTION ITEM

SPONSOR: Ann Hill, CRA Board Member

SUBJECT:

POLICY REGARDING PARKING ON RIGHT-OF-WAY

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) request that City Council develop a policy regarding no parking on the right-of-way where there are trees and/or irrigation systems.

SUMMARY:

During the CRA's April meeting, CRA Board Member Hill requested that an action item be placed on the CRA's May 9, 2022 agenda to request that City Council develop a policy regarding no parking on the right-of-way where there are trees and/or irrigation systems.

PRIOR ACTION:

None.

FUNDING:

None.

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/29/2022

STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development
Sherry Morris, Development Services Director
M. Helen Gibson, AICP, CRA Manager
Victoria D'Angelo, CRA Assistant Manager

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ATTACHMENTS:

None.

PRESENTATION: No



Memorandum

File #: 22-00338

Community Redevelopment Agency

5/9/2022

ACTION ITEM

SPONSOR: Ann Hill, CRA Board Member

SUBJECT:

CRA APPROVAL OF BIDS, PROPOSALS, CONTRACTS, EXPENDITURES OR ALLOCATIONS

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) establish a policy that all bids, proposals, contracts, expenditures or allocations over \$50,000 come before the board for approval, similar to the threshold for the Mayor.

SUMMARY:

During the CRA's April meeting, CRA Board Member Hill requested that an action item be placed on the CRA's May 9, 2022 agenda to establish a policy that all bids, proposals, contracts, expenditures or allocations over \$50,000 come before the board for approval.

PRIOR ACTION:

None.

FUNDING:

None.

FINANCIAL IMPACT:

All bids, proposals, contracts, expenditures and allocations over \$50,000 would be required to be approved by the CRA.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/29/2022

STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development
Sherry Morris, Development Services Director

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

ATTACHMENTS:

None.

PRESENTATION: Yes



Memorandum

File #: 22-00412

Community Redevelopment Agency

5/9/2022

ACTION ITEM

SPONSOR: Ann Hill, CRA Board Member

SUBJECT:

PROJECT DESIGN PUBLIC INPUT

RECOMMENDATION:

That the Community Redevelopment Agency establish a policy requiring that designs have wide public input opportunity at 30, 60 and 90 percent of completion.

SUMMARY:

During the CRA's April meeting, CRA Board Member Hill requested that an action item be placed on the CRA's May 9, 2022 agenda to establish a policy requiring that designs have wide public input opportunity at 30, 60 and 90 percent of completion.

PRIOR ACTION:

None.

FUNDING:

None.

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/29/2022

STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development
Sherry Morris, Development Services Director
M. Helen Gibson, AICP, CRA Manager
Victoria D'Angelo, CRA Assistant Manager

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ATTACHMENTS:

None.

PRESENTATION: No



Memorandum

File #: 22-00339

Community Redevelopment Agency

5/9/2022

ACTION ITEM

SPONSOR: Ann Hill, CRA Board Member

SUBJECT:

LANDSCAPE PLAN TREE REMOVAL

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) compare tree maintenance versus tree removal in pending landscape plans.

SUMMARY:

During the CRA's April meeting, CRA Board Member Hill requested that an action item be placed on the CRA's May 9, 2022 agenda to compare tree maintenance versus tree removal in pending landscaping plans.

PRIOR ACTION:

None.

FUNDING:

None.

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/29/2022

STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development
Sherry Morris, Development Services Director
M. Helen Gibson, AICP, CRA Manager
Victoria D'Angelo, CRA Assistant Manager

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ATTACHMENTS:

None.

PRESENTATION: No



Memorandum

File #: 22-00234

Community Redevelopment Agency

5/9/2022

ACTION ITEM

SPONSOR: Teniade Broughton, Chairperson

SUBJECT:

ATTAINABLE HOUSING INFILL POLICY

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve implementation of the City of Pensacola Attainable Housing Infill Policy for infill development.

SUMMARY:

In support of the affordable housing goals identified in the CRA redevelopment plans and as approved 2022 CRA Work Plan, the CRA will provide affordable housing assistance, pursuant to the City of Pensacola Attainable Housing Infill Policy (Policy). Projects may include affordable, workforce and mixed income projects.

Particularly, the CRA may participate through acquisition and/or provision of infill lots, marketing, homebuyer education, down payment assistance, and/or underwriting the costs directly associated with rehabilitation, acquisition and preparation or construction of infill parcels for attainable housing redevelopment.

Pursuant to the Policy, additional affordability components may be provided, including encouraging applicants from under-served populations and communities (Legacy residents) who are most vulnerable to the effects of displacement and gentrification to purchase, rent or lease infill sites and/or maintaining affordability for longer terms.

PRIOR ACTION:

August 10, 2020 - The CRA approved the FY2021 CRA Work Plan for the Urban Core, Eastside and Westside community redevelopment areas.

July 8, 2020 - The ERB approved its recommended project list and 5-year implementation plan.

July 21, 2020 - The UCRB approved its recommended project list and 5-year implementation plan.

July 28, 2020 - The WRB approved its recommended project list and 5-year implementation plan.

October 27, 2020 - The WRB ratified its recommended project list, with the addition of the residential resiliency program and affordable housing initiatives.

December 2, 2020 - The UCRB ratified its recommended project list, with the addition of the residential resiliency program and affordable housing initiatives and identified affordable housing and community policing as its top two priorities, respectively.

February 23, 2020 - The ERB ratified its recommended project list, with the additional of the residential resiliency program, affordable housing initiatives, and Magee Field signage improvements, and identified affordable housing and the Hollice T. Williams Urban Greenway and Skate Park project as its top two priorities, respectively.

December 14, 2021 - The WRB prioritized affordable housing among its top two priorities for the year.

January 25, 2022 - The UCRB prioritized affordable housing among its top two priorities for the year.

February 22, 2022 - The ERB prioritized affordable housing among its top two priorities for the year.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

The cost of the specific projects is unknown, however, sufficient funding is available within the various affordable housing program elements of the CRA budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/1/2022

STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development

Sherry Morris, Development Services Director

M. Helen Gibson, AICP, CRA Manager

Victoria D'Angelo, Asst. CRA Manager

ATTACHMENTS:

- 1) Attainable Housing Infill Policy

PRESENTATION: No



Attainable Housing Infill Program Policy

PURPOSE

The purpose of the Attainable Housing Infill Program (Infill Program) is to increase the availability of affordable homes for very low-, low- and moderate-income persons and households, add affordable housing stock within the City of Pensacola limits and to prevent the displacement of residents and to mitigate the effects of gentrification.

DEFINITIONS

Affordable: Where the mortgage payment, including taxes and insurance, does not exceed State Housing Initiative Program guidelines for very low, low and moderate-income Qualified Households.

City Property: Property that is owned by the City of Pensacola or the Community Redevelopment Agency (CRA) of the City of Pensacola.

CRA Legacy Residents: Persons or households, who themselves or a family member lived or is living in an eligible Pensacola community redevelopment area neighborhood.

Dwelling Unit: A single residential unit, whether detached or attached to another such unit.

Eligible Housing or Eligible Home: Any dwelling unit that is: (1) located on an Infill parcel; (2) constructed or rehabilitated in accordance with these guidelines and other applicable requirements; and (3) has individual utility meter(s) for each of the utility services

Eligible Household: One or more natural persons or a family that has been determined by the City to meet the eligibility requirement of very low, low, or moderate income Qualified Household according to the income limits adjusted to family size published annually by the Florida Housing Finance Corporation (FHFC) based upon the annual gross income of the Qualified Household.

Housing Department: City of Pensacola Housing Department (HD)

Infill Builder: Any person, firm, corporation, partnership, limited liability company, association, joint venture, community-based organization, not-for-profit agency, or any entity or combination of entities involved in property development, that builds, or has been accepted by City to build affordable housing.

Infill Guidelines: Guidelines established and approved by the City for administration of the Infill Program.

Infill Parcel: A parcel within the City limits that has been deemed suitable for the development of affordable housing.

Liens: Encumbrances placed on a property for failing to maintain property or pay for services rendered, i.e., lot clearing, trash pickup, demolition of unsafe structures, etc.

Low-Income Households: Those Qualified Households whose total annual adjusted gross income is greater than 50% and less than 80% of the area median annual adjusted gross income for Qualified Households within Escambia County.

Maximum Sale Price: Up to the maximum allowable sale price set by the Florida Housing Finance Corporation, not to exceed an amount affordable at the target income in accordance with the SHIP program.

Moderate-Income Households: Those Qualified Households whose total annual adjusted gross income is greater than 80% and less than 120% of the area median annual adjusted gross income for Qualified Households within Escambia County.

Proposal: Shall refer to any offer(s) submitted in response to a solicitation.

Proposer: Shall refer to anyone submitting a Proposal in response to a solicitation.

Qualified Household: An eligible Qualified Household that has received a certificate of qualification from the City of Pensacola Housing Department.

Very-Low Income Household: Those Qualified Households whose total annual adjusted gross income is 50 percent or less than the area median annual adjusted gross income for Qualified Households within Escambia County.

PROGRAM ELIGIBILITY

Program approvals are subject to funding availability and conformance with the terms of the program guidelines and policies.

Income eligibility: Homes developed through the Infill Program shall support households with an annual income that is the sum of the gross income (including assets) of all individuals residing within the home which is less than or equal to 120% of the area median income, adjusted for family size, based on the Florida Housing Finance Corporation's (FHFC) current annual income limits for Escambia County, Florida. In some cases, the income limit for assistance through the Infill Program may be less than or equal to 80% of area median income, depending on funding source.

"Annual income" is defined in Title 24 of the Code of Federal Regulations § 5.609. Source documents including, but not limited to, wage statements, interest statements, and

unemployment compensation statements, pension benefits, social security benefits, etc. must be reviewed to determine gross annual income. Eligibility is based on anticipated income during the next 12 months.

Clean Title: Infill parcels will be sold or leased without any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest.

Building type and use: The Infill Parcels shall be used primarily for residential purposes. Building types that are anticipated to be developed or rehabilitated under the Infill Program include, but are not limited to single family detached, duplex and single family attached homes (such as a townhomes) with or without accessory dwelling units.

Occupancy: Occupancy type may vary but will in all cases be limited to occupancy by an income-eligible household.

Occupancy may include:

- Homestead property, occupied by the property owner ("owner occupied"); or
- Owner occupied property with one or more long-term rental units (12 months or more).
- Rental units shall be occupied by an income eligible household.

Regulation Compliance: The Infill Parcels shall be developed in a manner that complies with all the regulations established by the City of Pensacola Land Development Code (LDC) and other local, state, or federal laws or guidelines.

Target Areas: The main Target Area will be within the City of Pensacola corporate limits. Funding may be limited to specific areas such as, but not limited to, Qualified Census Tracts or Community Redevelopment Areas.

Eligible development costs: Project costs shall be limited to costs directly associated with rehabilitation, acquiring, and preparing the Infill parcels for redevelopment, subsidies that enable eligible households to attain affordable housing, and program administration costs.

Pre-Approved Building Plans: In most instances, the City shall obtain and make available pre-approved housing plans for development of the Infill Parcels. Pre-approved plans shall be pre-reviewed for compliance through the City's development review process.

Infill Builders: A builder selected by the City to construct or rehabilitate the home(s). Competitive bids or proposals will be solicited by the City to select qualified builder(s).

Marketing and Education: The City will hold at least one (1) public workshop within the community in which the Infill Parcels are to be developed to advertise the future availability of the parcels, review program terms, and to encourage program participation.

Homebuyer Courses: Households will have the opportunity to further expand their knowledge of purchasing a home through various homebuyer courses serviced by the

City, County, and nonprofits. In addition, some courses may be mandatory to participate in the Infill Program.

- City of Pensacola offers a monthly Homebuyer's class available to prospective buyers
- HUD Certified Counseling Agency Pre-Purchase Homebuyers class (required)
- Foreclosure Prevention Class
- Orientation related to subsidy type they are receiving (required)
- Credit Counseling Services
- Others

Household Certification: Households shall obtain certification from the City of Pensacola Housing Department prior to participating in the Infill Program. At minimum, the Head of Household shall meet the following eligibility requirements:

- Must obtain a lender mortgage pre-approval letter
- Must participate in a certified HUD Pre-Purchase Homebuyer education class
- Must participate in a Homebuyer Orientation session (as applicable)

The City, or its appointed representative, shall serve as a liaison to and shall facilitate certification of interested households. Upon satisfaction of all household certification requirements, the household shall receive a certificate of qualification from the City of Pensacola Housing Department.

CRA Legacy Eligibility: Legacy residents who are most vulnerable to the effects of displacement and gentrification will be encouraged to purchase or lease non-federally funded Infill Parcels located in the Pensacola community redevelopment areas. Non-Federally funded Infill Parcels obtained under CRA will have provisions to maintain affordability for longer terms.

Acquisition and Lease: The Infill Parcels will be acquired and/or leased by Qualified Households.

Affordability Provisions: Affordability provisions will be placed on all Infill Parcels. Strategies used to ensure property remains affordable for an established period of time may include, but is not limited to:

- Forgivable or deferred loans: Forgivable and deferred loans may be used to finance elements that draw down the cost of the unit while ensuring that the unit remains affordable for an established period of time.
- Use and resale restrictions: Use and resale restrictions may be used to provide for long-term affordability by restricting the resale of affordable units to low- to moderate- income households.
- Ground leases: Ground leases may be used to provide long-term affordability. Under this strategy, the land is retained and made available to a low- to moderate-

income household under a long-term land lease. City may partner with other entities to administer ground leases.

Advocacy and Monitoring:

The City will provide monitoring and advocacy to buyers and lessees of the Infill Parcels. Monitoring will be conducted no less than annually. Regular correspondence will be provided containing information on program terms and compliance, maintenance, refinancing, foreclosure and other topics.

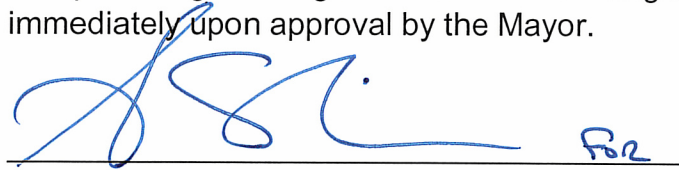
Supplemental Assistance:

Other available affordable housing programs may supplement this Program to provide down payment, closing cost and/or gap assistance:

- SHIP Purchase Assistance
- ARPA
- Other
- HOME
- CRA Subsidy

EFFECTIVE DATE

The policies governing the Attainable Housing Infill Program Policy go into effect immediately upon approval by the Mayor.



Grover C. Robinson, IV, Mayor

3-15-2022

Date



Memorandum

File #: 22-00410

Community Redevelopment Agency

5/9/2022

ACTION ITEM

SPONSOR: Teniade Broughton, Chairperson

SUBJECT:

WAIVER OF DOCKING FEES FOR PLAZA DE LUNA - USCGC EAGLE WIX-327

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve a fee waiver for docking of the United States Coast Guard Cutter (USCGC) EAGLE at Plaza de Luna for June 2, 2022 to June 5, 2022 in support of the community engagement that will be provided by the ship during its stay.

SUMMARY:

The United States Coast Guard (USCG) is requesting a fee waiver for docking of the USCGC EAGLE at Plaza de Luna from June 2, 2022 to June 5, 2022. The waiver of fees associated with the docking of the EAGLE will support public tour offerings on June 2-4. The ship expects 8,000 to 10,000 visitors over the three-day period.

The value of the waiver request for docking of the USCGC EAGLE at Plaza de Luna from June 2-5 is estimated at \$4,650.21. The waiver request, berth application and cost estimate is attached.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

An estimated \$4,650.21 in docking fees will be waived.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/19/2022

STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development

Sherry Morris, Development Services Director

M. Helen Gibson, AICP, CRA Manager

Victoria D'Angelo, CRA Assistant Manager

[Click or tap here to enter text.](#)

ATTACHMENTS:

- 1) Waiver Request
- 2) Berth Application
- 3) Cost Estimate

PRESENTATION: No

Community Redevelopment Agency
City of Pensacola

Subj: Coast Guard Cutter EAGLE port visit from 2- 5 June 2022

To whom it may concern:

On behalf of Coast Guard Cutter EAGLE, I submit the following statement for waiver of dockage fees during the upcoming port visit. EAGLE will perform expansive community engagement as part of the ship's representational mission. This includes:

- Hosting public tours on 2, 3 and 4 June. The hours will be 1-7 pm on 2 June for general public, 10-11 am for military and first responders and 11 am – 7 pm on 3 June for general public, and 10-11 am for military and first responders and 11 am – 3:30 pm on 4 June for general public. The ships expects to host 8,000 to 10,000 visitors over the three day period.
- Ship crew participation in a wide range of Fiesta activities including both parades and welcome event.
- Hosting by invitation luncheon on 3 June and by invitation reception on 4 June.
- Media engagement opportunities during inbound transit and upon mooring. Other media events may be possible with additional coordination.

If you require additional information, please contact ENS Elizabeth Van Rensselaer at Elizabeth.A.VanRensselaer@uscg.mil or 805-630-0612. Thank you for your consideration.

Best regards,

Matt Meilstrup
Deputy Harbor Pilot
Port of Pensacola



Victoria D'Angelo

From: Clark Merritt
Sent: Thursday, February 17, 2022 3:07 PM
To: pilot@pcolapilots.com; 'Capt. Brian F. McGee'; Thomas Coggin; Victoria D'Angelo
Subject: FW: Plaza de Luna Berth Application (Berth 13-14-15-16)

Gents – see below berth app for the EAGLE

M. Clark Merritt Jr.
Port Director

Office: 850.436.5074
Cell: 850.619.6299
700 S. Barracks St
Pensacola, FL 32502
cmerritt@cityofpensacola.com
Visit us at www.portofpensacola.com



Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

From: Jamie McLaughlin <jmclaughlin@cityofpensacola.com>
Sent: Thursday, February 17, 2022 3:01 PM
To: melissa.d.polson@uscg.mil; Port Security <Portsecurity@cityofpensacola.com>
Cc: Clark Merritt <cmerritt@cityofpensacola.com>; Kenny Emberton <KEmberton@cityofpensacola.com>; PortGuard <PortGuard@cityofpensacola.com>; Thomas Coggin <tcoggin@cityofpensacola.com>
Subject: Plaza de Luna Berth Application (Berth 13-14-15-16)

File Number 4611

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

City of Pensacola, Florida / Plaza de Luna Berth Application (Berth 13-14-15-16)

City of Pensacola, Florida / Plaza de Luna
Berth Application (Berth 13-14-15-16)

The vessel agent for any vessel shall file a berth application request form with the Community Redevelopment Agency (CRA) of the City of Pensacola at least ten (10)

business days prior to the arrival of the vessel. No cargo, hazardous materials, or international cruise operations are permitted at Berths 13-16.

In requesting a berth application, the vessel agent or owner assumes responsibility for all charges assessable against the vessel and any additional charges resulting from services from the terminals where the vessel is either working or at lay berth.

Charges assessed are based on actual arrival and departure times, and services rendered. **To ensure accurate billing, vessel agents or crew must call the Port Security Office at (850) 436-5075 or via 24/7 Marine Radio Channel 16 to check out upon departure.** It is also recommended that vessel agents or crew contact the Port Security Office to check in upon arrival.

In making a berth application, the vessel agent indicates a desire to use City/CRA facilities under the jurisdiction of the City of Pensacola. Berth application requests shall constitute consent to all the terms and conditions of any and all applicable tariffs to include payment of damages to the City's/CRA's property caused by the owner, its agent, and employees.

Chapter 376.071 Florida Statutes provides that any vessel operating in state waters with a storage capacity to carry 10,000 gallons or more of pollutants as fuel and cargo shall maintain an adequate written ship-specific Spill Prevention and Control Contingency Plan. Violators are subject to fine as administered by the State of Florida.

For Official Use Only:	Berth Assignment Approved:	<u>Jamie McLaughlin</u> (Signature)	<u>02/17/22</u> (Date)
	CRA/Port Revenue Account for Posting	<u>105.345910</u>	

Vessel Information

Vessel:	USCGC EAGLE WIX-327
Call Letters:	NRCB
Flag:	USA
IMO Number:	<i>Field not completed.</i>
Maximum Draft:	20'
Arrival Draft:	20'
Lloyd's Registration Tonnage:	1330
N/T	651

G/T: 1331

Arrival / Departure Information

ARRIVL DATE: June 2, 2022

TIME: * 1000

(central time)

LAST PORT: Miami, FL

NEXT PORT: Galveston, TX

DEPARTURE DATE: June 5, 2022

TIME: * 1000

(central time)

*Any changes to arrival or departure time must be reported promptly to the Port of Pensacola, Thomas Coggin at 850-426-2519 or tcoggin@cityofpensacola.com. Changes identified less than 72 hours in advance of docking must also be reported to the Port Security Office at (850) 436-5075 or via 24/7 Marine Radio Channel 16.

Operational Information

Vessel will Conduct: (check all that apply)	Multi-day / Overnight Passenger Operations, Public Tours/Special Events (dockside only, no sailing) note: additional permitting and fees may be necessary for dockside events
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Description of Visit: (for use in response to media/public inquires. attach description if necessary)	The U.S. Coast Guard Cutter Eagle (WIX 327), "America's Tall Ship," is scheduled to arrive in Pensacola, FL on Thursday, June 2, 2022. EAGLE will be open for public tours at days/times to be determined closer to arrival.
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On Board Contact:	CWO Melissa Polson
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Title/Position:	Sail Master
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Phone:	757-818-5066
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E-mail: melissa.d.polson@uscg.mil

check box if generally
available while underway

E-mail

Operational Details

Vessel: (check all that apply)

Will receive: Stores (1), 5 Cubic Yard Dumpster (1), Bunkers (1)

Will Change crew: No

Requests: Fresh Water (1), Inbound Line Handling (1), Outbound Line Handling (1)

(1) To coordinate these services, please contact Kenny Emberton with the Port of Pensacola at (850) 982-0071.

Layberth: Vehicle Parking or
other landside
transportation
accommodation needs if
not addressed below:

Request for fendering availability alongside berth to cover 295'
length of ship
Request 02 15 passenger vans a parking spaces for both

1. FOR MULTI-DAY/OVERNIGHT PASSENGER OPERATIONS:

Total Passengers: 239

Embarking: 10

Disembarking: 10

Embarkation date: 6/3/2022

Time From: 8:00 AM

To: 10:00 PM

Disembarkation Date 6/3/2022

Time From:	8:00 AM
To:	10:00 PM
Vehicle Parking or other landside transportation accommodation needs:	Request 02 15 passenger vans a parking spaces for both

2. FOR DAY, HARBOR OR DINNER CRUISES:

Total Capacity:	<i>Field not completed.</i>
Day/Harbor:	<i>Field not completed.</i>
Dinner	<i>Field not completed.</i>
Water Taxi:	<i>Field not completed.</i>
Days of Operation: (check all that apply)	<i>Field not completed.</i>
Scheduled Departure Time(s): (please list)	<i>Field not completed.</i>
Scheduled Return Time(s): (please list)	<i>Field not completed.</i>
Vehicle Parking or other landside transportation accommodation needs:	<i>Field not completed.</i>

3. FOR PUBLIC TOURS & SPECIAL EVENTS:

Please list all scheduled events including event type/description, date, start time, end time, and estimated number of guests/attendees.	Public Tours will be conducted on Saturday and Sunday (June 3 and 4) from 1000-1900 (subject to change). Possible Reception on board after 1800 Saturday, June 3 and lunch/dinner event on Sunday, June 4 (both TBD).
---	---

Owner / Agent and Billing Information:

Vessel Owner:	US COAST GUARD
Owner Phone:	860-625-0831

Owner Fax:	<i>Field not completed.</i>
Owner Email:	MELISSA.D.POLSON@USCG.MIL
Owner Address:	45 MOHEGAN AVENUE NEW LONDON, CT 06320
Vessel Agent:	VALENTINA GIRALDO-TORRES
Agent Phone:	860-625-0831
Agent Fax:	<i>Field not completed.</i>
Agent Email:	Valentina.GiraldoTorres@uscg.mil
Agent Address:	45 MOHEGAN AVENUE NEW LONDON, CT 06320
P&I Club: (including name and phone number of local rep):	<i>Field not completed.</i>
Billing Contact/ Address: (check one)	Agent
Additional Billing Instructions (Other Billing Contact/Address):	<i>Field not completed.</i>

Please be aware that commercial vessels calling at the adjacent Port of Pensacola take precedence over vessels docked at Plaza de Luna, and therefore, vessels at Plaza de Luna berths may be asked to line shift, vacate their berth either temporarily or permanently, or relocate either temporarily or permanently if required for the safe arrival, departure, or transit of commercial vessels or to facilitate efficient commercial vessel operations. Vessels docked at Plaza de Luna will be given as much advance notice as possible, and will be required to comply expeditiously and at their own cost with any and all such requests from the Port Director, his/her designee, or any authorized representative of the City of Pensacola.

By completing the information above, I (agent/owner) agree to the terms and conditions stated herein with the City of Pensacola	Yes
---	-----

ACCT# 007025

FILE 46** PDLves

AGENT: USCG

VESSEL: USCGC Eagle (WIX-327)

ARRIVAL: TBD

DEPART: TBD

VESSEL	CHARGE CODE	LENGTH		DAYS	RATE	TOTAL
	PDLVES	295 ft		3	\$ 4.22	\$ 3,734.70
					13.00%	\$ 485.51
						\$ 430.00

Total \$ 4,650.21

rates length ft Harbor fee

3.21 < - 199 185

4.22 200 - 399 430

5.74 400 - 499 675

7.71 500 - 599 795

8.95 600 - 799 915

11.36 800+ 1015

13.69 1015

16.37 1015



Memorandum

File #: 22-00418

Community Redevelopment Agency

5/9/2022

ACTION ITEM

SPONSOR: Teniade Broughton, Chairperson

SUBJECT:

AGREEMENT FOR INSPECTION AND BIDDING SERVICES WITH THE EMERALD COAST REGIONAL COUNCIL

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve an agreement with the Emerald Coast Regional Council (ECRC) for inspection and bidding services. Further, the CRA terminate the agreement for program administration, dated June 9, 2020 upon close out of the projects that are underway. Finally, that the CRA authorize the Chairperson to take any and all actions necessary to carry out the inspection services agreement and terminate the program administration agreement.

SUMMARY:

On April 20, 2020, the Community Redevelopment Agency (CRA) approved an agreement with the Emerald Coast Regional Council (ECRC) for administration of its Residential Property Improvement Program (RPIP). Recently, the CRA hired a program manager to administer its Residential Property Improvement Program and Residential Resiliency Program. Due to increased staffing, administration services will be provided in house. Inspection and bidding services, however, are still necessary.

Four projects are currently underway which have required administration services from ECRC. Therefore, it is recommended that termination of the existing agreement for administrative services be withheld until these projects are closed out.

PRIOR ACTION:

April 20, 2020 - The CRA approved an agreement for administration of its Residential Property Improvement Program with the Emerald Coast Regional Council.

FUNDING:

Budget:	\$ 135,006	CRA Fund - RPIP
	\$ 150,000	CRA Fund -Resiliency Program
	\$ 105,000	Westside TIF Fund - RPIP
	\$ 100,000	Westside TIF Fund -Resiliency Program
	\$ 280,611	Eastside TIF Fund - RPIP

\$ 100,000	Eastside TIF Fund -Resiliency Program
\$ 870,617	

Actual: \$ 870,617

FINANCIAL IMPACT:

Program funds are available in the Community Redevelopment Fund, the Westside TIF Fund and the Eastside TIF fund in the Fiscal Year 2022 budget. Under the agreement, the CRA will compensate ECRC for their services at \$300 for preliminary inspections, \$150 per project for bidding services, \$75 per interim construction inspection (up to 2 inspections plus \$100 for each additional inspection) and \$150 for project close out.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/29/2022

STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development
Sherry Morris, Development Services Director
M. Helen Gibson, AICP, CRA Manager
Victoria D'Angelo, CRA Assistant Manager
[Click or tap here to enter text.](#)

ATTACHMENTS:

- 1) Agreement for Inspection Services

PRESENTATION: No

**AGREEMENT FOR PROFESSIONAL STAFF SERVICES
BY AND BETWEEN THE
EMERALD COAST REGIONAL COUNCIL
AND THE CITY OF PENSACOLA, FLORIDA**

THIS AGREEMENT is entered into this _____ day of _____, 20____ by and between the Emerald Coast Regional Council (hereinafter referred to as "ECRC") and the City of Pensacola CRA (thereinafter referred to as "Client").

I. PURPOSE

The purpose of the agreement is to set forth the responsibilities of ECRC and the Client in performing the technical assistance functions and to describe the cooperative procedures under which the technical assistance will be carried out.

II. ECRC RESPONSIBILITIES

- A. ECRC shall provide professional, technical, and administrative assistance in the development of the project titled: Housing Rehabilitation Inspection Services, as outlined in the attached Proposal/Scope of Work.
- B. ECRC shall make available to the Client all plans and documents developed under Section II. A. above.

III. CLIENT RESPONSIBILITIES

- A. Client shall provide data and information relevant to inspection services for the rehabilitation of homes within the Pensacola CRA, as outlined in the attached Scope of Work.
- B. Client shall provide the agreed upon funds as detailed in the attached Scope of Work.

IV. METHOD AND AMOUNT OF PAYMENT

ECRC will submit invoices to Client as tasks are completed for the specified amounts outlined in the attached Scope of Work. Subject to receipt of an invoice from ECRC, Client agrees to pay ECRC within thirty (30) days of receiving such invoice from ECRC. ECRC will submit invoices to the City of Pensacola CRA at the following postal address: 222 W Main St, Pensacola, FL., 32502.

V. DURATION OF AGREEMENT AND TERMINATION WITH OR WITHOUT CAUSE

ECRC shall complete the tasks as provided in the attached Scope of Work no later than thirty (30) days after receiving a request. Such schedule may be modified from time to time upon the mutual consent of Client and ECRC. This agreement shall remain in effect until terminated by either or both parties to the agreement. At any time, either Client or ECRC may terminate this agreement, with or without cause, with such termination effective immediately or by a specified date, by providing written notice of such termination; provided financial commitments made prior to withdrawal are effective and binding for their full

term and amount regardless of withdrawal.

VI. AMENDMENTS TO AGREEMENT

Amendments or modifications to this agreement may only be made by written agreement signed by all parties here to with the same formalities as the original agreement.

VII. CONFLICT OF INTEREST

The ECRC agrees it shall not contract with or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this agreement. The ECRC further agrees it will neither take any action nor engage in any conduct that would cause any Client employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

VIII. RECORDS

All records pertinent to the agreement shall be retained by the Client. ECRC, however, shall be subject to all rules and requirements of the Chapter 119, Florida Statutes, including, but not limited to, the requirements set forth in F.S. 119.0701.

IX. LIABILITY

Each party agrees to hold the other party harmless, to the extent allowed and required by law, from all claims, demands, liabilities, and suits of third persons or entities not a party to this agreement arising out of, or due to any act, occurrence or omission of the other party, its subcontractors or agents, if any, that is related to either party's performance or obligations pursuant to this agreement, and shall fully indemnify the other party for all claims brought stemming therefrom.

X. REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this agreement, the CRA Manager or his or her representative shall represent and act for Client and the Chief Executive Officer of ECRC shall represent and act for ECRC.

XI. VENUE AND JURISDICTION FOR LITIGATION BETWEEN PARTIES

This agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Escambia County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Escambia County, Florida.

XII. SOVEREIGN IMMUNITY

Notwithstanding anything set forth in any section of this agreement to the contrary, nothing in this agreement shall be deemed as a waiver of immunity or limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability and any liability of Client for damages shall not exceed the statutory limits of liability, should said limits apply, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this agreement shall inure to the benefit of any third party for the purpose of allowing any claim against Client, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

XIII. SEVERABILITY

If any provision of this agreement is held to be invalid or unenforceable for any reason, this agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

XIV. INDEPENDENT CONTRACTOR

The parties hereby acknowledge that ECRC is an independent contractor, and neither ECRC, nor any of its agents, representatives, program participants, or employees shall be considered agents, representatives or employees of Client. In no event shall this agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. Each party shall be responsible and liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits.

XV. ASSIGNMENT

Neither party may assign or transfer any of its rights, duties or obligations under this agreement, in whole or in part, without the prior written consent of the other party. This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

XVI. COMMENCEMENT DATE

This agreement will commence on the _____ day of _____, 20_____.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized on the date first above written.

ECRC ATTEST:

**EMERALD COAST REGIONAL
COUNCIL**

Chief Executive Officer

CLIENT ATTEST:

City Clerk

**CITY OF PENSACOLA COMMUNITY
REDEVELOPMENT AGENCY**

CRA Chairperson

City Attorney

Project Name: Housing Rehabilitation Inspections

Project Manager: Ada Clark
Charge Code: (staff use only) _____

Scope of Work
Tasks and Deliverables with Timeline

Task	Description/Deliverable	Timeline
1	INITIAL INSPECTION a. Conduct initial home inspection to include photographs provided to CRA staff b. Determine an initial broad scope of work and cost estimate c. Itemized cost: \$300.00 per project	Within thirty (30) days of written request
2	BIDDING PROCESS a. Conduct mandatory pre-bid meetings with contractors to review initial rehabilitation specifications and provide revisions as needed. This meeting will include a site visit to each property. b. Itemized cost: \$150.00 per project	Within thirty (30) days of written request
3	DURING CONSTRUCTION a. Coordinate construction draws and/or pre-approved change orders as needed, with contractors and with CRA staff. Make determination that contract outlined draw requirements are met b. Conduct interim inspections <ul style="list-style-type: none"> i. Itemized cost: \$75.00 per interim inspection (up to two) ii. A charge of \$100 per additional inspection will be assessed 	Within thirty (30) days of written request
4	PROJECT CLOSE-OUT a. Conduct final inspection, to include the following: <ul style="list-style-type: none"> i. Final Inspection paperwork ii. Certificate of Completion from the City Building Department iii. Photographs provided to CRA staff b. Itemized cost: \$150.00 per project	Within thirty (30) days of written request

Payment Schedule

Deliverable	Payment terms
1	Payment must be initiated within thirty (30) days of invoice
2	Payment must be initiated within thirty (30) days of invoice
3	Payment must be initiated within thirty (30) days of invoice
4	Payment must be initiated within thirty (30) days of invoice



Memorandum

File #: 22-00430

Community Redevelopment Agency

5/9/2022

DISCUSSION ITEM

FROM: Teniade Broughton, Chairperson

SUBJECT:

HAWKSHAW REDEVELOPMENT PROJECT UPDATE

SUMMARY:

On March 7, 2022, the Community Redevelopment Agency (CRA) approved the 5th Amendment to the Declaration of Conditions, Covenants and Restrictions (CCR) for the Hawkshaw Redevelopment Project, in accordance with the revised project components and conceptual design plans presented on June 14, 2021. The next project milestone pursuant to the CCR is the application for construction permit. The developer must submit final plans for permitting by May 31, 2022. The 5th Amendment includes a requirement that the developer provide monthly updates on the project's status. A presentation will be made by the project development team.

PRIOR ACTION:

November 6, 2017 - CRA approved the development agreement/contract for sale of the Hawkshaw property to Robert Montgomery, LLC.

February 26, 2018 - The deed for sale of Hawkshaw property to Hawkshaw Developers, LLC was filed in Escambia County Official Records.

June 10, 2019 - The CRA approved extension of the commencement deadline for the Hawkshaw redevelopment project at 9th Avenue and Romana Street to September 30, 2019, and granted extension of the construction commencement deadline.

August 5, 2019 - The CRA approved the revised design plans, revised construction timeline and changes to the Hawkshaw Redevelopment, LLC. Development Team.

May 10, 2021 - The CRA directed staff to send a letter to the developer requesting a presentation during its June meeting, as well as written documentation of the developer's diligent and continuous prosecution of construction on the project and previously requested items from the CRA Chairman's letter dated December 17, 2019.

June 14, 2021 - The development team made a presentation to the CRA.

July 12, 2021 - The CRA authorized negotiation of a 4th Amendment to Declaration of Conditions,

Covenants and Restrictions for the Hawkshaw Redevelopment Project.

October 11, 2021 - The CRA approved the 4th Amendment to the Declaration of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project including a requirement for monthly project updates.

March 7, 2022 - The CRA approved the 5th Amendment to the Declaration of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project including a requirement for monthly project updates.

STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development
Sherry Morris, Development Services Director
M. Helen Gibson, AICP, CRA Manager
Victoria D'Angelo, CRA Assistant Manager

ATTACHMENTS:

- 1) Conditions, Covenants and Restrictions - 5th Amendment

PRESENTATION: Yes

Prepared by:
Stephen R. Moorhead, Esquire
Moorhead Law Group
127 Palafox Place, Suite 200
Pensacola, FL 32502
RE-17-1279

**FIFTH AMENDMENT TO THE DECLARATION OF
CONDITIONS, COVENANTS, AND RESTRICTIONS**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This Fifth Amendment to the Declaration of Conditions, Covenants, and Restrictions is made this 8th day of March, 2022, by Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida ("Declarant"), whose address is 222 West Main Street, Pensacola, FL 32502, and Hawkshaw Development Group, LLC, a Florida limited liability company ("Owner"), whose address is 657 E. Romana St., Pensacola, FL 32502. Defined terms shall have the meaning ascribed to them in the Declaration.

WITNESSETH:

WHEREAS, on February 21, 2018, Declarant executed a Declaration of Conditions, Covenants, and Restrictions, which was recorded in Official Records Book 7860, at Page 540 of the public records of Escambia County, Florida, encumbering the Property therein described (as amended, as set forth below, the "Declaration");

WHEREAS, the Declaration was amended by First Amendment to Declaration of Conditions, Covenants and Restrictions dated April 18, 2019, and recorded in Official Records Book 8080, at Page 1546; by Second Amendment to Declaration of Conditions, Covenants and Restrictions dated June 28, 2019 and recorded in Official Record Book 8140, at Page 471; by Third Amendment to Declaration of Conditions, Covenants and Restrictions dated August 15, 2019, and recorded in Official Records Book 8151, at Page 1137; and by Fourth Amendment to the Declaration of Conditions, Covenants and Restrictions dated October 13, 2021, and recorded in Official Records Book 8640, at Page 284; all of the public records of Escambia County, Florida;

WHEREAS, the Declarant has the absolute right to amend the Declaration in accordance with Article Six, Section 6.4, by a written instrument executed by Declarant, its successors or assigns and the then-current Owner;

WHEREAS, the Declarant and Owner desire to amend the Declaration to modify the Development Milestones pursuant to which the Project shall be constructed and reflect changes in the development team;

NOW, THEREFORE, Declarant and Owner hereby amend the Declaration as follows, with the intent and purpose that the amendments will encumber the Property and will run with the land and be binding on and inure to the benefit of the Owner.

1. Recitals. The above and foregoing recitals are true and correct and adopted herein.
2. Amendment of Article Three. Article Three shall hereby be deleted in its entirety with the following substituted in its place:

ARTICLE THREE
DEVELOPMENT MILESTONES

3.01 The Project shall be constructed upon the Property and the Owner shall provide to the Declarant written documentation of completion in accordance with the following:

- (a) Complete Schematic Design Development Package for the Project and General Contractor Candidates selected by December 27, 2021.
- (b) Total Project Cost Estimate based on the schematic design development package by January 18, 2022.
- (c) The Owner shall submit final plans for permitting no later than May 31, 2022.
- (d) No later than thirty (30) days after the permit is issued, Owner shall submit proof of anticipated Project costs as evidenced by a fully executed construction contract between Owner and a qualified general contractor pertaining to construction of the Project.
- (e) No later than thirty (30) days after the date on which anticipated Project costs are due pursuant to Article III, Section 3.01(d), above, Owner shall submit proof of closing on construction financing from an institutional lender. "Proof of closing on construction financing," as used in this part, means loan documents of a type customarily required by institutional lenders providing construction financing for developments similar to the Project, and includes, but is not limited to, any note, mortgage, guaranty, security agreement, or collateral assignment executed by Owner and any guarantor in favor of the institutional lender providing construction financing for the Project. In addition, Owner must submit proof of Owner's ability to pay the cost of the Project in excess of construction financing.

(f) Vertical construction shall begin within thirty (30) days after the date on which proof of construction financing is due pursuant to Article III, Section 3.01(e), above. Vertical construction includes piling installation.

(g) The substantial completion of the Project shall be no more than 30 months following commencement of vertical construction. As used in this Article, the term "substantial completion of the Project" shall mean the date that a certificate of occupancy for the Project is issued by the City of Pensacola.

(h) The deadline set forth in paragraphs (a) – (g) above shall be extended day-for-day if Owner is unable to achieve such deadline by reason of delays caused by a Force Majeure Event (hereinafter defined); provided that prior to the applicable deadline, Owner shall give Declarant written notice of the occurrence of the Force Majeure Event, including the full particulars of the Force Majeure Event and the reasons for the Force Majeure Event preventing Owner from, or delaying Owner in, achieving the applicable deadline and provided, further, that Owner shall use its reasonable efforts to mitigate the effect of the Force Majeure Event. "Force Majeure Event" is defined as an event or circumstance which is beyond the control and without the fault or negligence of Owner or Owner's architects, engineers or contractors and which by the exercise of reasonable diligence the party affected was unable to prevent, which events and circumstances shall include, without limitation, the following: (a) financial upheaval, riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority; (b) abnormal weather conditions, earthquakes, flood, tornado, hurricane, other physical natural disaster or other acts of God; and (c) labor or material shortages at regional or national levels, strikes at a national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by Owner, its architects, engineers or general contractors and which affect an essential portion of the development or construction of the Project.

3.02 If Owner fails to meet any of the deadlines required by paragraphs (a) – (g) above, Owner shall pay Declarant liquidated damages in the amount of \$2,500.00 per day for each day elapsing after each missed deadline until the missed deadline is achieved up to a total sum of \$100,000.00 for each deadline missed; this provision is not intended as a penalty but as an incentive to the Owner to prosecute construction in a timely manner. Owner, and all

subsequent owners with an ownership interest in the Property or any portion thereof or interest therein at any time that a deadline above is missed, shall be jointly and severally liable to the Declarant for the payment of such liquidated damages.

4. Amendment of Article Four, Section 4.03. Article Four, Section 4.03 shall hereby be deleted in its entirety with the following substituted in its place:

ARTICLE FOUR
REPORTING MILESTONES

4.03 Owner discloses the following members of the development team:
Robert B. Montgomery; Chan Cox; Brian Spencer; Ray Russenberger. Owner shall disclose the legal address of any member of the development team as identified herein.

5. Ratification. Except as specifically set forth above, the Declaration is hereby ratified and confirmed. All terms and conditions of the Declaration and as previously amended shall continue to be of full force and effect.

[End of text. Signature pages to follow.]

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed the day and year first above written.

Witnesses:

MHLH

Print Name: M. Helen Gibson

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

Tiffany Whiting

Print Name: Tiffany Whiting

Teniale J. Broughton
By: Teniale T. Broughton
Its: Chairperson

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of March 2022, by Teniale T. Broughton as Chairperson of Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida. Board

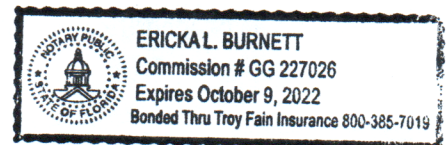
Erica L. Burnett

NOTARY PUBLIC

Print Name: Erica L. Burnett

☒ Personally Known

OR
☐ Produced Identification
Type of Identification Produced _____



IN WITNESS WHEREOF, Owner has caused this Amendment to be executed the day and year first above written.

Witnesses:

Andrea Bennett
Print Name: Andrea Bennett

HAWKSHAW DEVELOPMENT GROUP,
LLC, a Florida limited liability company

Beth Fredrich
Print Name: Beth Fredrich

Robert Montgomery
By: Robert Montgomery
Its: Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th ^{physical presence} day of March 2022, by Robert B. Montgomery, as Manager of Hawkshaw Development Group, LLC, a Florida limited liability company, on behalf of the company.

Andrea Bennett
NOTARY PUBLIC
Print Name: Andrea Bennett

☒ Personally Known
OR
☐ Produced Identification
Type of Identification Produced _____

