



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, November 7, 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](http://cityofpensacola.com/428/Live-Meeting-Video). Public input form here: [www.cityofpensacola.com/CRAInput](http://www.cityofpensacola.com/CRAInput).

**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. [22-01101](#) CRA MEETING MINUTES - 10/10/2022

Attachments: [CRA MEETING MINUTES - 10/10/2022](#)

**PRESENTATIONS**

2. [22-01068](#) COMMUNITY POLICING UPDATE

**Recommendation:** That the Community Redevelopment Agency (CRA) receive an update regarding community policing activities within the Urban Core Community Redevelopment Area.

**Sponsors:** Teniade Broughton

## ACTION ITEMS

3. [22-01067](#) SIXTH AMENDMENT TO HAWKSHAW DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

**Recommendation:** That the Community Redevelopment Agency (CRA) approve a Sixth Amendment to the Declaration of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project at 9th Avenue and Romana Street as enumerated in the attached.

**Sponsors:** Teniade Broughton

**Attachments:** [Proposed 6th Amendment to CCRs](#)

4. [22-01081](#) APPROVAL OF FUNDING FOR DOWNTOWN NEW YEARS EVE FIREWORKS DISPLAY AND HISTORIC BELMONT AND DEVILLIERS HOLIDAY LIGHTS

**Recommendation:** That the Community Redevelopment Agency (CRA) approve entering into miscellaneous appropriation agreements with Fiesta of Five Flags Association, Inc. for funding in the amount of \$5,500 for the Fiscal Year 2023 Downtown New Year's Eve Fireworks Display and the Belmont and DeVilliers Neighborhood Association for funding in the amount of \$2,750 for the Fiscal Year 2023 Historic Belmont and DeVilliers Holiday Lights. Further, that the CRA authorize the CRA Chairperson to execute all necessary documents.

**Sponsors:** Teniade Broughton

5. [22-01076](#) APPROVAL OF THE COMMERCIAL PROPERTY IMPROVEMENT PROGRAM POLICY

**Recommendation:** That the Community Redevelopment Agency (CRA) approve the Commercial Property Improvement Program Policy.

**Sponsors:** Teniade Broughton

**Attachments:** [Commercial Property Improvement Program Policy](#)  
[Commercial Property Improvement Program Guidelines](#)  
[Urban Core Target Area Map](#)  
[Westside Target Area Map](#)

## DISCUSSION ITEMS

## OPEN FORUM

**ADJOURNMENT**

*The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 436-5640 (or TDD 435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.*

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-01101

Community Redevelopment Agency

11/7/2022

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**SUBJECT:**

CRA MEETING MINUTES - 10/10/2022



# City of Pensacola

## COMMUNITY REDEVELOPMENT AGENCY

### Meeting Minutes

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October 10, 2022,

4:28 P. M.

Hagler Mason Conference Rm.

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The Community Redevelopment Agency (CRA) Board meeting was called to order by Chairperson Broughton at 4:28 P.M. (Immediately following the 3:30 P.M. City Council Agenda Conference).

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

**CRA MEMBERS PRESENT:** Teniade Broughton, Ann Hill, Delarian Wiggins, Jared Moore, Jennifer Brahier, Casey Jones (attended via Microsoft Teams), 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](http://cityofpensacola.com/428/Live-Meeting-Video). Public input form here: [www.cityofpensacola.com/CRAInput](http://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 MINUTES

### 1. [22-00994 CRA MEETING MINUTES - 09/12/2022](#)

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

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

Yes: 7                      Teniade Broughton, Casey Jones (via Microsoft Teams) ,  
Ann Hill, Delarian Wiggins, Jared Moore, Jennifer Brahier,  
Sherri Myers

No: 0                      None

## PRESENTATIONS

None.

## DISCUSSION ITEMS

### 2. [22-00967 2017 AND 2019 REDEVELOPMENT BOND PRIORITIES](#)

Deputy City Administrator David Forte introduced the item. Assistant CRA Division Manager Victoria D'Angelo reviewed allocations within each bond fund. Mayor Robinson, Deputy City Administrator David Forte, Assistant CRA Division Manager Victoria D'Angelo, City Finance Director Amy Lovoy, and City Property Lease Manager Deana Stallworth all spoke to the items and answered questions accordingly.

**Following discussion by the Board Members, a motion was made by CRA Member Moore and seconded by CRA Member Wiggins that the Community Redevelopment Agency allocate \$300,000 from Acquisition for the Lee Street/West Moreno Stormwater Park project towards the Alice S. Williams Rehabilitation project within the 2017 Westside Redevelopment Revenue Bond fund.**

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

Yes: 7                      Teniade Broughton, Casey Jones (via Microsoft Teams) ,  
Ann Hill, Delarian Wiggins, Jared Moore, Jennifer Brahier,  
Sherri Myers

No: 0                      None

**Following discussion by the Board Members, a motion was made by CRA Member Brahier and seconded by CRA Member Wiggins that the Community Redevelopment Agency allocate \$100,000 from Acquisition for the Lee Street/West Moreno Stormwater Park project towards American Creosote Works (ACW) site acquisition within the 2017 Westside Redevelopment Revenue Bond fund.**

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

Yes: 7                      Teniade Broughton, Casey Jones (via Microsoft Teams) ,  
Ann Hill, Delarian Wiggins, Jared Moore, Jennifer Brahier,  
Sherri Myers

No: 0                      None

**Following discussion by the Board Members, a motion was made by CRA Member Hill and seconded by CRA Member Brahier that the Community Redevelopment Agency allocate remaining balances from Jefferson Street, Reus Street Revitalization, and DeVilliers Street Revitalization towards the "A" Street Revitalization project within the 2017 Urban Core Redevelopment Revenue Bond fund.**

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

Yes: 7                      Teniade Broughton, Casey Jones (via Microsoft Teams) ,  
Ann Hill, Delarian Wiggins, Jared Moore, Jennifer Brahier,  
Sherri Myers

No: 0                      None

**Following discussion by the Board Members, a motion was made by CRA Member Brahier and seconded by CRA Member Hill that the Community Redevelopment Agency allocate remaining balances from Urban Core Series 2019 FD 7/25/19, CMP Day Marina, Jefferson EGD Streetscape, Hashtag Phase II Construction, and Hashtag Phase II Engineering to Bruce Beach Phase 2 within the 2019 Urban Core Redevelopment Refunding and Improvement Revenue Bond fund.**

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

Yes: 6                      Teniade Broughton, Casey Jones (via Microsoft Teams),  
Ann Hill, Delarian Wiggins, Jennifer Brahier, Sherri Myers

No: 1                      Jared Moore

3.     [22-01001 INFILL REDEVELOPMENT OF NORTH PALAFOX PARKING LOT](#)

Assistant CRA Division Manager Victoria D'Angelo and CRA Chairperson Broughton provided an overview of the item and introduced Tosh Belsinger on behalf of the East Garden District Hotel. Mr. Belsinger spoke to the item. Mayor Robinson, City Parking Manager Lissa Dees, and city staff answered questions accordingly.

**ACTION ITEMS**

4.     [22-00980 PARKING SPACE ALLOCATION AGREEMENT FOR NORTH PALAFOX PARKING LOT](#)

**Recommendation:** That the Community Redevelopment Agency (CRA) approve a parking space allocation agreement for a license to use 88 parking spaces within the North Palafox Parking Lot, Parcel ID Numbers 000S009007000022 and 000S009007000023, by the EGD Hotel, LLC.

**A motion was made by CRA Member Wiggins, seconded by CRA Member Myers.**

Assistant CRA Division Manager Victoria D'Angelo introduced the item. Discussion ensued.

Tosh Belsinger, on behalf of the East Garden District Hotel, Mayor Robinson, City Parking Manager Lissa Dees, and city staff responded accordingly.

**CRA Member Hill requested a friendly amendment to the motion to modify the term of the agreement to be for a period of seven years starting no later than February 1, 2023.**

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

Yes: 7                      Teniade Broughton, Casey Jones (via Microsoft Teams),  
Ann Hill, Delarian Wiggins, Jared Moore, Jennifer Brahier,  
Sherri Myers

No: 0                      None



5. [22-00970](#) SIXTH AMENDMENT TO HAWKSHAW DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

**Recommendation:** That the Community Redevelopment Agency (CRA) approve a Sixth Amendment to the Declaration of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project at 9th Avenue and Romana Street as enumerated in the attached.

**A motion was made by CRA Member Moore, seconded by CRA Member Brahier.**

Assistant CRA Division Manager Victoria D’Angelo introduced the item. Brian Spencer of SMP Architecture and developer Robert Montgomery distributed a revised proposed Sixth Amendment to the Declaration of Conditions, Covenants and Restrictions and spoke to the item. Staff answered questions accordingly.

**Following discussion by the Board Members, a motion was made by CRA Member Hill and seconded by CRA Member Wiggins that the Community Redevelopment Agency pull the item and bring it forth as the first action item at the November 2022 CRA meeting.**

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

Yes: 7	Teniade Broughton, Casey Jones (via Microsoft Teams), Ann Hill, Delarian Wiggins, Jared Moore, Jennifer Brahier, Sherri Myers
No: 0	None

**OPEN FORUM**

None.

**ADJOURNMENT  
7:32 P.M.**

**APPROVED \_\_\_\_\_**



Memorandum

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**File #:** 22-01068

Community Redevelopment Agency

11/7/2022

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**PRESENTATION ITEM**

**FROM:** Teniade Broughton, Chairperson

**SUBJECT:**

COMMUNITY POLICING UPDATE

**REQUEST:**

That the Community Redevelopment Agency (CRA) receive an update regarding community policing activities within the Urban Core Community Redevelopment Area.

**SUMMARY:**

The CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing activities within the entirety of the Urban Core Community Redevelopment Area from 17<sup>th</sup> Avenue to A Street. The community policing officers will provide an update.

**PRIOR ACTION:**

August 15, 2022 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2023.

**STAFF CONTACT:**

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

**ATTACHMENTS:**

None.

**PRESENTATION:** Yes



Memorandum

File #: 22-01067

Community Redevelopment Agency

11/7/2022

**ACTION ITEM**

**SPONSOR:** Teniade Broughton, Chairperson

**SUBJECT:**

SIXTH AMENDMENT TO HAWKSHAW DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

**RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) approve a Sixth Amendment to the Declaration of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project at 9<sup>th</sup> Avenue and Romana Street as enumerated in the attached.

**SUMMARY:**

In June 2017, the Community Redevelopment Agency (CRA) issued a Request for Proposals (RFP) for redevelopment of the property at 9<sup>th</sup> Avenue and Romana Street (the Hawkshaw Redevelopment Project).

On October 11, 2021, the Community Redevelopment Agency (CRA) approved a revised design which included an apartment development with 195 to 210 units (4<sup>th</sup> Amendment to CCRs). A 5<sup>th</sup> Amendment was also approved on March 7<sup>th</sup>, 2022, which clarified the milestone provisions and order of sequence.

At the CRA's September meeting, the developer presented a revised proposal and requested a 6<sup>th</sup> Amendment to the CCRs to permit development of the site in accordance with the revised plan proposal. The CRA authorized staff to proceed with negotiations which were brought back at the CRA's October meeting. Additional changes were proposed by the developer pertaining to phasing the project during the meeting. The CRA tabled consideration of action on the 6<sup>th</sup> Amendment to the Hawkshaw Development request until the next scheduled meeting to allow additional time for further review of the request.

The attached amendment includes the following:

- Project substantially in accordance with the renderings presented at the September 12<sup>th</sup> meeting and contains a range of 50 to 54 residential units, which may be phased.
- Revised milestones:

- Submittal of final plans for permitting - No later than June 30, 2023. If the project is constructed in phases - Phase 1 no later than June 30, 2023; Phase 2 no later than 180 days after issuance of building permit for Phase 1.
  - Commencement of vertical construction within 180 days from receipt of building permit. (If in phases, 180 days from issuance of building permit for applicable phase).
  - Substantial completion of Project no more than 30 months following commencement of vertical construction.
- Revision of Force Majeure clause to add provisions pertaining to changes in interest rates.
  - Reduction in liquidated damages from \$2,500 per day, up to \$100,000 per milestone, to \$500 per day, up to \$25,000 per milestone.

**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 9<sup>th</sup> 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 the 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 4<sup>th</sup> Amendment to Declaration of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project.

October 11, 2021 - The CRA approved the 4<sup>th</sup> Amendment to the Declaration of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project.

March 7, 2022 - The CRA approved the 5<sup>th</sup> Amendment to the Declarations of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project.

September 12, 2022 - The CRA authorized staff to negotiate a 6<sup>th</sup> Amendment to the Declaration of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project.

October 10, 2022 - The CRA tabled action on the 6<sup>th</sup> Amendment to the Declaration of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project until the next scheduled CRA meeting.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

10/28/2022

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Proposed 6<sup>th</sup> Amendment to CCRs

**PRESENTATION:** No

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

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

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

This Sixth Amendment to the Declaration of Conditions, Covenants, and Restrictions is made this \_\_\_ day of November, 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 Records 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; 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; and by Fifth Amendment to Declaration of Conditions, Covenants and Restrictions dated March 9, 2022, and recorded in Official Records Book 8737, at Page 1233; 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 contemplate and require the construction of multi-family residential units;

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 Two. Article Two is hereby deleted in its entirety and the following is substituted in its place:

**ARTICLE TWO**  
**DEVELOPMENT OF THE PROPERTY**

2.01 The Project shall be used and developed only as multi-family residential condominium or apartment units complying with the requirements of this Article (the "Project"), and only improvements complying with the requirements of this Article shall be constructed and allowed to remain on the Property. The Project shall consist of:

- (a) Three (3) 4-story residential buildings, which, for purposes of convenience and reference in this Declaration only, are described as Building A, Building B, and Building C. Nothing shall preclude Owner from using different descriptions or names for these buildings in marketing materials, condominium documents, or apartment documents relating to the Project. Unless Owner makes the election authorized by Section 2.01(t), Owner shall construct the Project in two (2) phases, the first of which shall consist of Building A (Phase 1), and the second of which shall consist of Buildings B and C (Phase 2).
- (b) Building A shall be located along S. 9<sup>th</sup> Avenue and shall contain approximately twelve (12) residential units, plus amenities benefitting the residents of all Project buildings. All residential units in Building A shall be located on the second, third, and fourth floors of the building.
- (c) Building B shall be located along E. Romana Street and shall contain approximately twenty-one (21) residential units, all of which shall be located on the second, third, and fourth floors of the building.
- (d) Building C shall be located along S. 10<sup>th</sup> Avenue and shall contain approximately twenty-one (21) residential units, all of which shall be located on the second, third, and fourth floors of the building.
- (e) The ground floor of all three buildings shall be used as covered parking.
- (f) The buildings shall be elevated to meet applicable flood elevations.
- (g) The Project shall contain surface parking comprised of a combination of concrete and semi-permeable pavers with sufficient parking spaces to satisfy, at a minimum, applicable building code, zoning, and land use regulations.

- (h) The Project buildings and structures shall contain approximately 95,000 conditioned gross square feet and approximately 130,000 total gross square feet, including conditioned square feet, covered parking, exterior corridors, and balconies. The outward appearance of the condominium buildings shall be substantially in accordance with the renderings presented to the Declarant at its September 12, 2022 meeting.
- (i) Landscaping shall include traditional streetscapes along S. 9<sup>th</sup> Avenue and Romana Street, unique urban garden areas fronting Admiral Mason Park, a mix of planted in-ground materials and materials set in architectural features such as planters, seating, and other urban elements.
- (j) The Project shall contain a range of fifty (50) to fifty-four (54) residential units.
- (k) No material deviation shall be made from any of the foregoing requirements of paragraphs (a) through (j) hereinabove, except with prior written consent of the Declarant, which shall not be unreasonably withheld, conditioned, or delayed.
- (l) Owner shall submit final plans for permitting to the Declarant no later than June 30, 2023; however, if the Owner elects to construct the Project in phases, the Owner shall submit final plans for Phase 1 of the Project no later than June 30, 2023.
- (m) After the Declarant issues building permits for all structures or issues a building permit for Phase 1 of the Project, vertical construction for the Project or for Phase 1 shall commence within one hundred eighty (180) days. As used in this article, vertical construction includes piling installation.
- (n) The substantial completion of the Project or of Phase 1 of the Project shall be no more than thirty (30) months following commencement of vertical construction. As used in this Article, the term “substantial completion” shall mean the date that the Declarant issues a certificate of occupancy for the Project or each phase thereof, as applicable.
- (o) If the Owner has elected to proceed in Phases, Owner shall submit final plans for Phase 2 for permitting to the Declarant no later than one hundred eighty (180) days after the date on which the Declarant issues the building permit for Phase 1 of the Project.
- (p) Vertical construction of Phase 2 of the Project shall commence within one hundred eighty (180) days of the date on which the Declarant issues a building permit for that phase.
- (q) The substantial completion of Phase 2 of the Project shall be no more than thirty (30) months following the commencement of vertical construction of Phase 2 of the Project.



- (r) The deadlines set forth in paragraphs (l) – (q) 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: (i) 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; (ii) abnormal weather conditions, earthquakes, flood, tornado, hurricane, other physical natural disaster or other acts of God; (iii) 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; and (iv) an increase in the prime rate as reported in the printed edition of the Wall Street Journal, greater than nine percent (9.0%).
- (s) If Owner fails to meet any of the deadlines required by paragraphs (l) – (q) above, Owner shall pay Declarant liquidated damages in the amount of \$500.00 per day for each day elapsing after each missed deadline until the missed deadline is achieved up to a total sum of \$25,000.00 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.
- (t) Notwithstanding any contrary provision hereof, nothing shall prohibit Owner from electing to simultaneously construct Phases 1 and 2 of the Project.

3. Article III. Article III of the Declaration is hereby stricken.

4. 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:

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_ day of October 2022, by \_\_\_\_\_ as \_\_\_\_\_ of Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

\_\_\_\_ 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:

HAWKSHAW DEVELOPMENT GROUP,  
LLC, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: Robert Montgomery  
Its: Manager

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of October 2022, by Robert B. Montgomery, as Manager of Hawkshaw Development Group, LLC, a Florida limited liability company, on behalf of the company.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Personally Known  
OR  
\_\_\_\_\_  
Produced Identification  
Type of Identification Produced \_\_\_\_\_



Memorandum

File #: 22-01081

Community Redevelopment Agency

11/7/2022

**ACTION ITEM**

**SPONSOR:** Teniade Broughton, Chairperson

**SUBJECT:**

APPROVAL OF FUNDING FOR DOWNTOWN NEW YEARS EVE FIREWORKS DISPLAY AND HISTORIC BELMONT AND DEVILLIERS HOLIDAY LIGHTS

**RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) approve entering into miscellaneous appropriation agreements with Fiesta of Five Flags Association, Inc. for funding in the amount of \$5,500 for the Fiscal Year 2023 Downtown New Year’s Eve Fireworks Display and the Belmont and DeVilliers Neighborhood Association for funding in the amount of \$2,750 for the Fiscal Year 2023 Historic Belmont and DeVilliers Holiday Lights. Further, that the CRA authorize the CRA Chairperson to execute all necessary documents.

**SUMMARY:**

In the past, the Community Redevelopment Agency (CRA) has provided support towards holiday festivities in Downtown Pensacola. Between 2008 and 2010, the CRA performed a New Year’s Eve Celebration coined the Pensacola Pelican Drop New Year’s Eve Celebration. The CRA entered into an interlocal agreement with the Downtown Improvement Board (DIB) to perform the event between 2012 and 2015.

In 2017 and 2018, the CRA also provided funding to the Belmont and DeVilliers Neighborhood Association (BDNA) for the installation of holiday lights within the Historic Belmont and DeVilliers commercial core. Most recently, the CRA, through its interlocal agreement with the DIB, provided support for the Downtown Pensacola First City Lights display in Fiscal Year 2022 and in Fiscal Year 2023 is programed to provide support to the Friends of Downtown in the amount of \$50,000 towards the event.

Event programming is an eligible activity of the 2010 Urban Core Redevelopment Plan which serves as a strategy to enliven public spaces, streets, cultural venues and businesses within the downtown.

**PRIOR ACTION:**

September 19, 2011 - The CRA authorized the Chairperson to execute an interlocal agreement with the DIB for the transfer of administration of CRA Events and associated CRA funding for the implementation of the Pensacola Pelican Drop event.

October 10, 2016 - The CRA authorized the Chairperson to provide notice to DIB of its intention to terminate the interlocal agreement.

November 6, 2017 - The CRA approved utilization of funds for the installation of holiday lighting in the Belmont DeVilliers Commercial Business District during the 2017 holiday season and authorized the CRA Chairperson to execute a Miscellaneous Funding Agreement.

October 8, 2018 - The CRA approved a funding agreement with the Belmont DeVilliers Neighborhood Association in the amount of \$2,000 for the purchase, installation and removal of holiday lights in the Belmont DeVilliers Commercial Core for 2018 and authorized the CRA Chairperson to execute all necessary documents.

September 14, 2022 - City Council adopted Budget Resolution No. 2022-089, adopting a final budget for the City of Pensacola for Fiscal Year 2023 which included an allocation of \$50,000 for Downtown Pensacola First City Holiday Lights within the CRA Fund.

**FUNDING:**

Budget: \$8,250

Actual:	\$5,500	Fiscal Year 2023 Downtown New Year's Eve Fireworks Display
	<u>\$2,750</u>	Fiscal Year 2023 Historic Belmont and DeVilliers Holiday Lights
	\$8,250	

**FINANCIAL IMPACT:**

The \$8,250 funding will come from the CRA's - Parks and Public Spaces Account - #105.501.5070.507071.9883.000000 in the Fiscal Year 2023 budget.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

10/26/2022

**STAFF CONTACT:**

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

**ATTACHMENTS:**

None.

**PRESENTATION:** No



Memorandum

File #: 22-01076

Community Redevelopment Agency

11/7/2022

**ACTION ITEM**

**SPONSOR:** Teniade Broughton, Chairperson

**SUBJECT:**

APPROVAL OF THE COMMERCIAL PROPERTY IMPROVEMENT PROGRAM POLICY

**RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) approve the Commercial Property Improvement Program Policy.

**SUMMARY:**

On December 11, 2017, the Community Redevelopment Agency (CRA) approved the Commercial Façade Improvement Program to be administered targeted areas of the City of Pensacola's designated community redevelopment areas. Implementation of the of a commercial façade improvement program is identified as a key redevelopment strategy within the City of Pensacola's Urban Core and Westside adopted community redevelopment plans. Since the program was first approved in 2017, staff has been monitoring implementation and is recommending several revisions.

To further encourage the program's utilization and impact, staff is recommending several revisions. These revisions include:

- Expanding eligible improvements to include both façade improvements and other improvements necessary to enable reuse.
- Expanding types of allowable match to include volunteer professional services and retail price of contributed materials.
- Reducing matching requirements by 50% for properties that serve a public purpose and are permitted a tax exemption according to the Department of Revenue.
- Adding historic cemeteries outlined in the redevelopment plans as eligible properties and establishing terms of participation for cemeteries.
- Increasing funding limits based on the age, size, and cultural and/or historical significance. Defining lien duration based on amount of funding provided.
- Authorizing transfer of the property during the lien period with program compliance. Compliance is achieved if occupancy or reuse of the building is actively sought or achieved in accordance with an approved occupancy and operating plan, the building is not used for an ineligible purpose defined by the program policy, the property is maintained in good and faithful compliance with the program and the site is not intentionally demolished and/or rebuilt

(except in instances of force majeure). In the event of a transfer, the forgivable loan and all program requirements transfer to the new owner.

- Adding large-scale heavy industrial and warehousing, schools and hospitals as ineligible uses. Adding an exemption for ineligible uses if the use is otherwise approved by the CRA due to the building's historic, cultural or architectural significance or similar factor.
- Adding provisions for emergency response and recovery situations.
- Permitting expansion of target area boundaries. Expansion areas to include properties along Cervantes from Pace Boulevard to A Street, the Belmont and DeVilliers neighborhood (areas not previously included) and the Tanyard neighborhood within the Urban Core district (east of A Street). (See maps attached).
- Refining program procedures and terms.
- Renaming the program to "Commercial Property Improvement Program" to reflect its comprehensive extent and inclusion of historic cemetery property.

**PRIOR ACTION:**

December 11, 2017 - The CRA approved the Commercial Façade Improvement Program to be administered within target districts of the City of Pensacola's designated community redevelopment areas.

February 5, 2018 - The CRA approved the Westside Redevelopment Board recommendation to amend the Westside Commercial Façade Improvement Target Area Boundaries to include the west side of Pace Boulevard from Cervantes Street to Main Street.

December 10, 2018 - The CRA approved amendments to the Commercial Façade Improvement Program.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

10/28/2022

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Commercial Property Improvement Program Policy
- 2) Commercial Property Improvement Program Guidelines
- 3) Urban Core Target Area Map
- 4) Westside Target Area Map

**PRESENTATION:** No





## COMMERCIAL PROPERTY IMPROVEMENT PROGRAM POLICY

Adopted on XXXXXX XX, 2022

### PROGRAM PURPOSE

The Commercial Property Improvement Program (“CPIP”) is designed to support preservation and enhancement of commercial and non-residential buildings, increased building occupancy and reuse, elimination and prevention of blight and preservation and enhancement of the tax base in accordance with the public purposes authorized under Chapter 163, Part III of the Florida Statutes.

### PROGRAM ELIGIBILITY

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

**Ownership eligibility:** Except for eligible cemeteries, the property must be owned by fee simple title or life estate interest and must not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest. Ownership by agreement or contract for deed is not eligible.

The following ownership shall on be ineligible: Governments and public agencies, tax exempt organizations (unless renovating a historical or culturally significant building or site, or an eligible cemetery) and religious institutions (except when improving an eligible cemetery).

Culturally significance shall be determined by the UWF Historic Trust and approved by the City’s Historic Preservation Planner or similar Mayoral designee.

Historically significant properties shall be listed or eligible for listing on the National Register of Historic Places.

**Property type and use:** Eligible property types and uses include: Non-residential and mixed-use buildings with a predominate non-residential use or a substantial non-residential presence from the street as well as, certain publicly accessible historic cemeteries designated for improvement within the City’s adopted community redevelopment plans. Historic cemeteries are defined as cemeteries that are listed on the Florida Division of Historical Resources registry. Ineligible property uses include: hotels/motels, lounge and package stores, auto repair, sales and/or service stations,

adult-oriented enterprises, gun, pawn and drug paraphernalia stores, schools, hospitals and large-scale heavy industrial and warehousing. An exemption may be permitted if the building will be re-used for an alternative purpose or the use is otherwise approved by the CRA due to the building's historic, cultural or architectural significance or similar factor.

**Occupancy:** Property may be vacant or occupied. Vacant and underutilized property must be actively marketed. Alternatively, the participant may submit an occupancy and operating plan. Efforts to occupy or otherwise reuse the building must be made and reported annually to the CRA during the Maintenance and Occupancy Period (described below).

**Other eligibility terms:** Owner must be current on mortgage payments and property taxes. Code violations must be remedied either prior to or through program participation. No building or land may be used in a manner that does not comply with all the regulations established by the City of Pensacola Land Development Code (LDC) or other local, state or federal laws or guidelines. Repeat participants will be considered on a case-by-case basis conditioned upon need. Additionally, unless the CRA Manager waives in writing this requirement, the owner may not be the contractor on the project. All licensure required by law shall be maintained during construction and the Maintenance and Occupancy Period (as applicable).

**Eligible improvements and project costs:** Except for cemeteries, eligible improvements shall include exterior repair and enhancements necessary to restore or improve building appearance, integrity and character, fencing, lighting, landscaping, signage, pavement and other improvements necessary to enhance the street face of the property and to provide for conditions that enable reuse. Priority will be given to exterior features that improve the building façade and are visible from the public realm.

For mixed use buildings with residential components, improvements to residential spaces shall be predominately limited to the minimum amount of exterior improvements necessary to provide a consistent building façade. However, priority shall be placed on improvement of non-residential spaces and space immediately visible from the street.

For eligible cemeteries, improvements shall be limited to permanent improvements that require nominal maintenance such as fencing and signage. Landscaping and on-going maintenance activities shall not be an eligible expense.

Project costs are limited to costs directly associated with the property improvement work in accordance with the rehabilitation specifications. Design, engineering and architectural support may be provided for projects requiring such services. Should in-house services not be available, an estimate of these costs will be made during the inspection process and services rendered will be subject to available budget. Administrative expenses associated with program implementation, such as recording fees, title search and design support, shall not constitute "project costs".

**Insurance Requirements:** Except for eligible cemeteries, insurance shall be required to be secured prior to construction commencement or as soon as eligible for insurance as gained through program participation, and through the end of the Maintenance and Occupancy Period. Insurance requirements shall be established and subject to approval by the City of Pensacola Risk Management Division.

**CRA Approval:** All projects shall be subject to approval of the City of Pensacola Community Redevelopment Agency (CRA). Projects shall be approved or denied for participation in the CRA's sole discretion.

**Prioritization:** To leverage limited resources, properties will be evaluated on a case-by-case basis for funding under this program. In instances of high program demand and limited funding, the CRA, in determining its approval, shall consider and prioritize based on the following criteria:

- Architectural character and/or cultural or historical significance of the building or site
- Age of the building (older = higher priority)
- Degree in which the specified use or reuse will provide a community benefit
- Extent of damage and degree of threat to the building or site
- Proximity to neighborhood reinvestment sites
- First-time applicants

**Target Areas:** Target areas within the designated CRA districts may be established by the CRA office and published on the City website. The designation of target areas shall not be arbitrary and shall respond to the changing needs of the redevelopment districts as well as redevelopment or revitalization opportunities. In designating target areas, the CRA office shall consider locations where remaining conditions of blight are observed, clustering of non-residential buildings in need of rehabilitation have been identified and areas within proximity to reinvestment sites. Other elements may also be considered, as outlined in the adopted redevelopment plans. Target areas may specify areas limited to historic and culturally significant property and those open to all non-residential/mixed use property.

## **PROJECT SCOPE AND FUNDING**

**Preliminary Inspection and Scope of Work:** Following submittal of an application, pre-eligibility screening will be performed. If the application passes the screening process, a preliminary inspection will be scheduled. At the date and time of the preliminary inspection, a program inspector will visit the property to assess its condition and identify improvements needed in coordination with the owner.

Scope items will be based on conditions observed, improvements desired by the property owner and the cost of the necessary improvements to be made. The items must be sufficient to provide a pleasant property façade, as seen from the street, and support reasonable reuse of the building. To the extent feasible and based on funding availability, limited interior and structural improvements shall be permissible. These improvements shall be limited to the minimum necessary to address items that threaten structural integrity or do not appear to meet the minimal standards for reuse.

The CRA office shall be authorized to develop program policies and shall have the sole discretion to approve general product specifications and paint colors for the purpose of cost efficiency, longevity, consistency with neighborhood character and to maximize curb appeal. To meet the CRA's purpose of preserving and enhancing the neighborhood character of the redevelopment districts, rehabilitation specifications will address conditions where character has been eroded. Whether due to deferred property maintenance, inappropriate property modifications, incompatible construction styles or similar reasons, the program will seek to provide cost-sensitive improvements to better align the building with the historic and urban character of the surrounding area. All scope items shall be subject to approval by the owner and the CRA Office.

**Project Funding:** A program representative will make a determination whether a property is a candidate for the program based on building condition, actual rehabilitation costs, maximum funding thresholds and available budgets.

Funding thresholds for non-residential buildings shall be based on the size, age and cultural significance of the building or site and shall correlate with the maintenance and occupancy period requirements described below. Funding thresholds for cemeteries shall be based on the degree of improvement needed, up to a maximum funding threshold. Owner match shall be required for commercial buildings and mixed-use buildings with a commercial component. Commercial shall be defined as business properties that would reasonably be expected to operate with a profit. Matching requirements shall be reduced by 50% for non-residential buildings and cemeteries that serve a public purpose and are permitted a tax exemption according to the Department of Revenue.

Eligible matching shall include cash and in-kind contributions. Eligible in-kind contributions shall be the retail price of contributed materials and volunteer professional services. Volunteer professional services shall be calculated by the hour for the applicable service rendered at the rate established by the Bureau of Labor and Statistics. Amount of match provided by volunteer professional services shall be limited.

At this time, the program representative shall determine if sufficient budget is available to fund the project. Funding commitments shall be subject to available Community Redevelopment Agency (CRA) budgets for the fiscal year in which the commitment is to be made and for the specific community redevelopment district in which the subject property is located, as applicable to funding source. In instances where sufficient budget is not available, the project may be placed on the waitlist for future budget cycles.

Alternatively, where partial funding is available, the CRA, in its sole discretion may allocate available budget to the project. The remaining funding needed to complete the project may then be allocated in a future fiscal year.

Upon funding approval and availability, owner and contractor shall enter into a Work Contract.

**Emergency Response and Recovery:** In the event of an emergency response or recovery situation, such as a state of emergency related to a natural disaster or an instance where an immediate threat is presented to the building, funding may be approved administratively. Administrative approval shall be limited to the minimum amount of work necessary to stabilize the building. Contracting procedures may be waived at the discretion of the CRA Manager, only in accordance with emergency procurement laws pertaining to City procurement. Administration and contracting may also be facilitated and/or secured by a Partnering Agency or City Department under these events on a case-by-case basis.

Assistance shall be provided as a zero-interest forgivable deferred loan secured by a subordinate lien agreement. Temporary improvements necessary to immediately stabilize a building, such as roof tarps, may be authorized on a case-by-case basis. Such improvements shall be provided as a grant and exempt from lien requirements. The lien period is 1-year. The lien shall be forgiven daily over the course of the lien period. At expiration of the lien period, the loan shall be forgiven in full with program compliance. During the lien period, the improvements shall not be modified, altered, removed, or demolished and the Property may not be sold, demolished, assigned, directly or indirectly encumbered, pledged, conveyed, converted to 100% residential use, not maintained, or ownership is transferred, except to an heir as defined by Florida law. The Maintenance and Occupancy Period shall not apply during this time.

In the event of the transfer of property to an heir, such heir shall assume all responsibilities for compliance under the program. Emergency approval shall not be used to duplicate or supplant benefits received or available from insurance policy payouts and FEMA assistance programs.

Eligible program participants shall be eligible to re-apply for comprehensive assistance under this program upon conclusion of the 1-year lien period. Any additional improvements authorized shall not modify or reconstruct improvements made under emergency approval. Any additional funding provided shall be limited to the maximum funding thresholds allowable under this program and maintenance and occupancy period requirements shall be based on the total amount of funding approved under emergency and non-emergency approvals combined.

## **MAINTENANCE AND OCCUPANCY PERIOD**

To meet the CRA's goals of eliminating and preventing the return of blight and increasing building occupancy and reuse within the redevelopment districts, this program will apply requirements secured by a lien, for a specified term called the "Maintenance and Occupancy Period" for all properties, excluding eligible cemeteries. Maintenance and Occupancy Period requirements shall correspond with the amount of the CRA's investment in the property. The lien shall not require repayment of the assistance amount if occupancy or reuse of the building is actively sought or achieved in accordance with the approved occupancy and operating plan (as may be revised from time to time with approval of the CRA Office) and the building is not used for an ineligible purpose defined by this Policy (unless approved by the CRA), the property is maintained in good and faithful compliance with the program and the site is not intentionally demolished and/or rebuilt (except in instances of force majeure).

If the property is sold during the Maintenance and Occupancy Period, all requirements of the program shall convey to the new owner. Forgiveness of the lien amount shall be calculated daily. In the event that the owner defaults or requests repayment of the balance of the lien amount, repayment shall be measured from the date that the default was identified to occur or the request for repayment was made. Upon repayment or forgiveness, the lien will be released.

## **PROGRAM GUIDELINES**

The CRA Office shall maintain program guidelines consistent with this policy.



## COMMERCIAL PROPERTY IMPROVEMENT PROGRAM GUIDELINES

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### PROGRAM PURPOSE

The Commercial Property Improvement Program (“CPIP”) is designed to support preservation and enhancement of commercial and non-residential buildings, increased building occupancy and reuse, elimination and prevention of blight and preservation and enhancement of the tax base in accordance with the public purposes authorized under Chapter 163, Part III of the Florida Statutes.

### PROPERTY ELIGIBILITY

- Must be located within an eligible target area within a City of Pensacola community redevelopment district, if applicable. Visit [www.cityofpensacola.com/CRAPrograms](http://www.cityofpensacola.com/CRAPrograms) to verify eligible areas.
- Eligible property types include:
  - Non-residential and mixed–use buildings (pursuant to policy terms)
  - Publicly accessible historic cemeteries
- May be occupied (subject to terms of use) or vacant (subject to occupancy/reuse terms).

\*Tax-exempt organization and religious institutions subject to property type restrictions.

### ELIGIBLE IMPROVEMENTS

Eligible improvements for non-residential buildings include the following:

- Exterior repair and enhancements necessary to restore building appearance, integrity, and character.
- Fencing, lighting, landscaping, signage and pavement.
- Other improvements necessary to enhance the street face of the property and provide for conditions that enable use or reuse.

Improvements shall be sufficient to provide a pleasant property façade that aligns with the historic and urban character of the neighborhood and support use or reuse of the property. Priority will be given to exterior features that are visible from the public realm.

Eligible improvements for cemeteries shall be limited to permanent improvements such as fencing and signage.

Projects shall be competitively bid pursuant to program requirements.

## **FUNDING THRESHOLDS & MATCHING**

### **Non-Residential Buildings**

Funding threshold and terms for non-residential buildings are based on the age, size, cultural and/or historical significance of the site and the degree of improvement needed, as determined by a program inspector in coordination with the owner. Funding thresholds shall correlate with the affordability period requirements described under “Maintenance and Occupancy Period” below.

#### Maximum Award

##### **SQUARE FOOTAGE**

3,000 square feet or less: \$45,000  
Over 3,000 square feet: \$15/sq. ft., not to exceed \$80,000

##### **AGE**

51 – 75 years: \$25,000  
76 -100 years: \$35,000  
Over 100 years: \$50,000

##### **CULTURALLY OR HISTORICALLY SIGNIFICANT**

\$25,000

Funding amounts are cumulative based on square footage, age and cultural/historical significance. However, funding shall not exceed \$150,000.

### **Cemeteries**

Funding thresholds for cemeteries are based on the degree of improvement needed, as determined by a program inspector in coordination with the owner. Maximum award not to exceed \$100,000.

## **MATCHING REQUIREMENTS**

**A 20% match is required for all commercial projects.**

Matching may be provided by cash contribution or the following in-kind contributions: retail price of contributed materials and volunteer professional services. Volunteer professional services shall be calculated by the hour for the applicable service rendered at the rate established by the Bureau of Labor and Statistics. A maximum of 10% of the match requirement may be made-up of volunteer professional services.



**A match of 10% is required for non-residential buildings and cemeteries that serve a public purpose and are permitted a tax exemption according to the Department of Revenue.**

Subject to funding availability. All projects must be approved by the City of Pensacola Community Redevelopment Agency.

## **MAINTENANCE AND OCCUPANCY PERIOD COVENANTS**

To meet the CRA’s goal of eliminating and preventing the return of blight and increasing building occupancy and reuse within the redevelopment districts, this program will apply requirements secured by a lien agreement, for a specified term called the “Maintenance and Occupancy Period” for all properties except cemeteries. The lien will not require repayment of the assistance amount if occupancy or reuse of the building is actively sought or achieved (in accordance with the occupancy and operating plan), the building is not used for an ineligible purpose, the property is maintained in good and faithful compliance with the program and the site is not intentionally demolished and/or rebuilt.

If the property is sold during the Maintenance and Occupancy Period, all requirements of the program shall convey to the new owner. Forgiveness of the lien amount shall be calculated daily. The lien amount shall be 100% forgiven at the end of the period.

**Maintenance and Occupancy Periods shall be as follows:**

<u>Funding Amount</u>	<u>Period</u>
Up to \$75,000	5 Years
\$75,001 - \$150,000	10 Years

## **OTHER REQUIREMENTS**

**Maintenance and Reuse:** Participants must submit an occupancy and operating plan that addresses maintenance and reuse of the property. Efforts to occupy or otherwise reuse the building, including marketing and implementation of the approved occupancy and operating plan, must be made and reported annually to the CRA during the Maintenance and Occupancy Period.

**Insurance:** Insurance is required for non-residential buildings during construction or as soon as eligible for insurance as gained through program participation and through the end of the Maintenance and Occupancy Period.

**Licensure:** Owner and tenants shall maintain all licensure as required by law.

***In the event of an emergency response or recovery situation, terms may be***

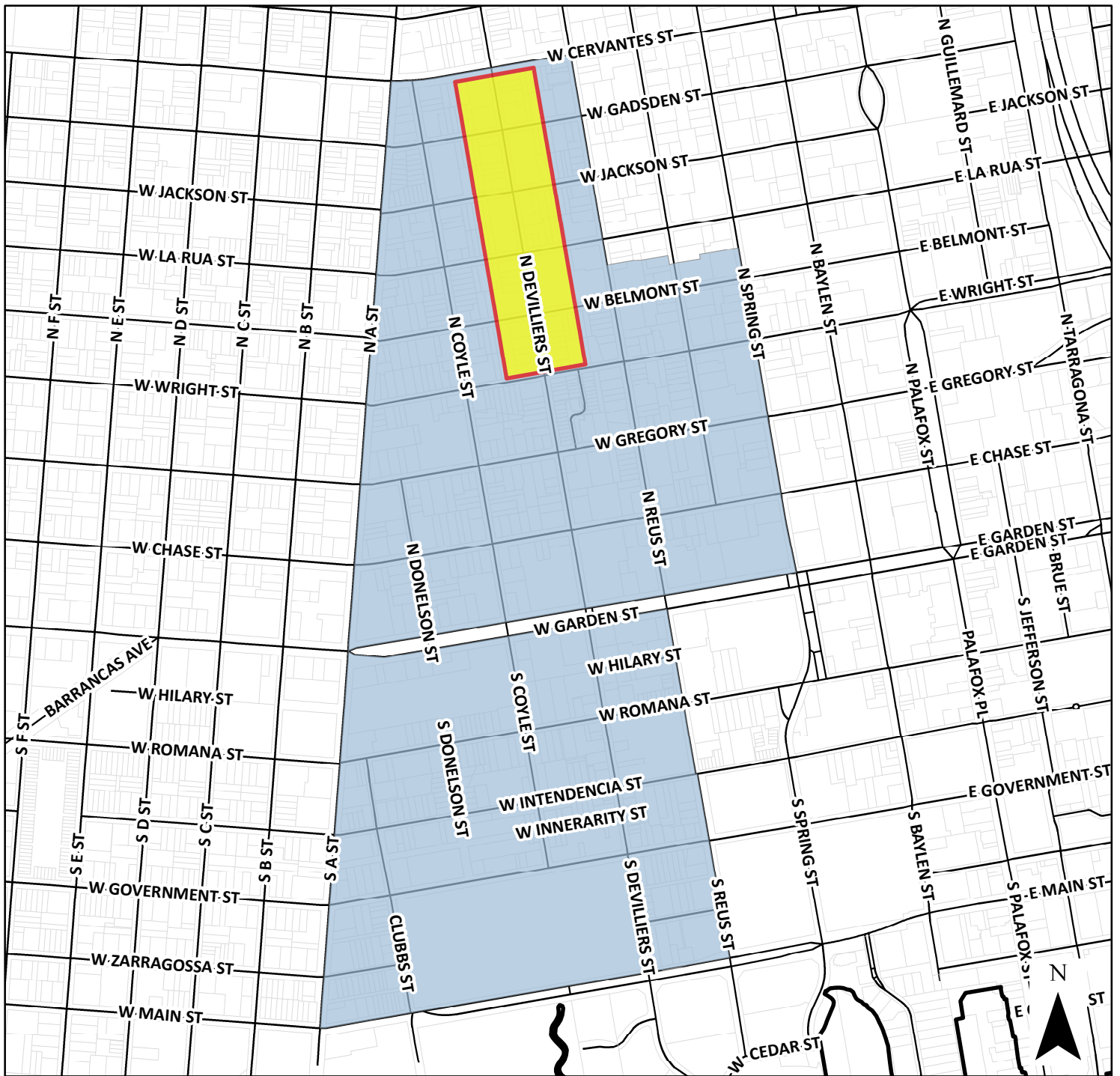
*modified in accordance with the program policy.*

**City of Pensacola  
Community Redevelopment  
Agency**  
222 W. Main Street, Pensacola FL  
32502  
[www.cityofpensacola.com/cra](http://www.cityofpensacola.com/cra)

**Administered By:  
Hilary Halford, Program Manager**  
(850) 436-5654  
hhalford@cityofpensacola.com

*Program subject to funding availability and full terms described in the program policy and affiliated agreements.*

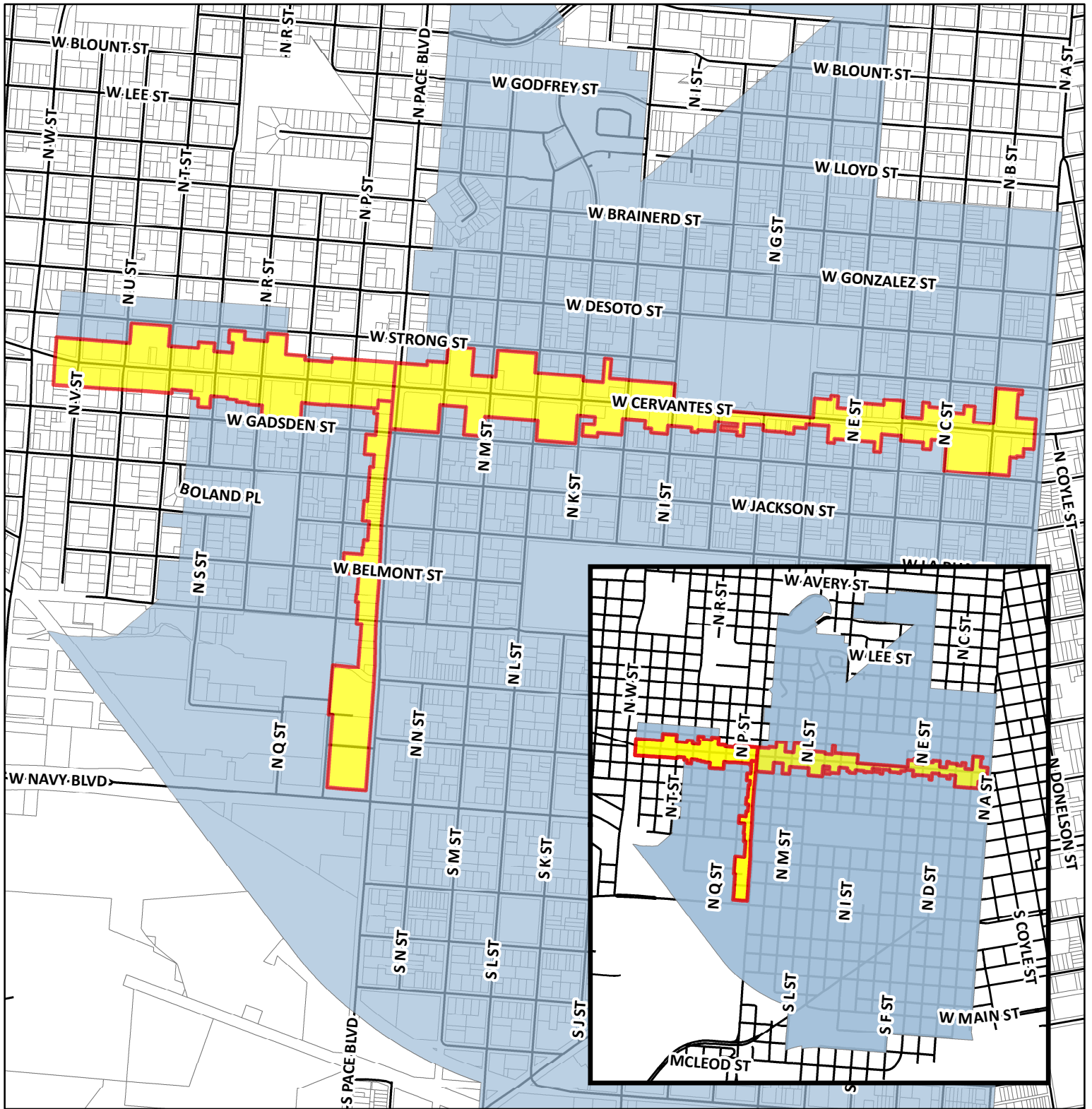
**Commercial Property Improvement Target Area:  
Urban Core Community Redevelopment Area**



Date: 10/26/2022

**Legend**

- All eligible property types
- Historically and Culturally Significant only



**Legend**

- All eligible property types
- Historical and Culturally Significant Only

Date: 10/26/2022

