City of Pensacola

Community Redevelopment Agency

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

September 9, 2024, 3:30 PM | **Hagler-Mason Conference Room, 2nd Floor**

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.)

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

The meeting can be watched via live stream at cityofpensacola.com/video.

CALL MEETING TO ORDER

BOARD MEMBER DISCLOSURE

CHAIRPERSON'S REPORT

APPROVAL OF MINUTES

1. 24-861 CRA MEETING MINUTES - 08/05/2024

Attachments: *CRA Meeting Minutes - 08/05/2024*

DISCUSSION ITEMS

ACTION ITEMS

2. 24-765 CRA ORDER OF BUSINESS ADDITIONS

Recommendation: That the Community Redevelopment Agency (CRA) approve the order of business to allow for the inclusion of a Board Members Comments section within CRA agenda to provide Board Members with the opportunity to make general comments during future meetings. In addition, to approve the inclusion of an Administrator’s Communication section to provide the Administration with the opportunity to make comments and provide reports during future meetings.

Sponsors: Jennifer Brahier - Chairperson

Attachments: *None*

3. 24-774 INTERLOCAL AGREEMENT FOR COMMUNITY POLICING INNOVATIONS FOR FISCAL YEAR 2025

Recommendation: That the Community Redevelopment Agency (CRA) approve an interlocal agreement with the City of Pensacola to provide Community Policing Innovations within the Urban Core Community Redevelopment Area for the Fiscal Year 2025 in an amount not to exceed $488,800.

Sponsors: Jennifer Brahier - Chairperson

Attachments: *FY 2025 Interlocal Agreement for Community Policing Innovations*

4. 24-777 NOTICE OF INTENT TO DISPOSE - 2301 W CERVANTES ST

Recommendation: That the Community Redevelopment Agency (CRA) authorize staff to begin the required public notice period for the disposition of 2301 West Cervantes Street pursuant to Section 163.380 Florida Statutes, contingent upon approval by City Council to surplus the land and dispose of it.

Sponsors: Jennifer Brahier - Chairperson

Attachments: *Site Map - 2301 W Cervantes St*

5. 24-778 APPROVAL OF RESIDENTIAL RESILIENCY PROGRAM REVISIONS

Recommendation: That the Community Redevelopment Agency (CRA) approve revisions to the Residential Resiliency Program pertaining to emergency response and recovery periods, as enumerated herein. Further, that the CRA pre-authorize the use of all unencumbered funds allocated for the Residential Property Improvement Program (RPIP) to be used during periods of emergency response and recovery.

Sponsors: Jennifer Brahier - Chairperson

Attachments: *Residential Resiliency Program Guidelines - Proposed September 2024 - Strikethrough*
Residential Resiliency Program Guidelines - Proposed September 2024 - Clean

PRESENTATIONS

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 850-436-5640 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 #: 24-861 | Community Redevelopment Agency | 9/9/2024

ACTION ITEM

SPONSOR:

SUBJECT:

CRA Meeting Minutes - 08/05/2024

RECOMMENDATION:

SUMMARY:

PRIOR ACTION:

FUNDING:

Budget: $______

Actual: $______

$______ TOTAL

FINANCIAL IMPACT:

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

ATTACHMENTS:

1. CRA Meeting Minutes - 08/05/2024

PRESENTATION: No

City of Pensacola

Community Redevelopment Agency

Meeting Minutes

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

August 5, 2024, 3:30 PM **Hagler-Mason Conference Room, 2nd Floor**

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.)

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

The meeting can be watched via live stream at cityofpensacola.com/video.

CALL MEETING TO ORDER

The Community Redevelopment Agency (CRA) Board Meeting was called to order by Chairperson Brahier at 4:16 P.M. (Immediately following the 3:30 P.M. City Council Agenda Conference).

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

Members Absent: None

Also Present: Mayor D.C. Reeves

BOARD MEMBER DISCLOSURE

CRA Board members Patton and Wiggins disclosed ownership or control of interest directly or indirectly of property in the Community Redevelopment Area.

CHAIRPERSON'S REPORT

Victoria D'Angelo, CRA Division Manager, gave an update on the development of 101 W. Main Street.

APPROVAL OF MINUTES

1. 24-707 CRA MEETING MINUTES - 7/15/2024

Recommendation:

A motion to approve was made by Board Member Wiggins and seconded by Board Member Moore.

The motion passed by the following vote:

Yes: 7	Jennifer Brahier, Allison Patton, Charles Bare, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins
No: 0	None

PRESENTATIONS

2. 24-687 COMMUNITY POLICING UPDATE

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

CRA Division Manager Victoria D'Angelo introduced the item. Pensacola Police Officer Justin Roedel gave an update on the item. Pensacola Police Chief Eric Randall, and Mayor Reeves spoke to the item as well. Staff answered questions accordingly.

ACTION ITEMS

3. 24-690 APPROVAL OF DISPOSITION AND LEASE AGREEMENT FOR 2305 W CERVANTES ST WITH SMITH AND HENZY AFFORDABLE GROUP, INC.

Recommendation: That the Community Redevelopment Agency (CRA) recommend disposition of the real property located at 2305 West Cervantes Street via direct negotiation with Smith & Henzy Affordable Group, Inc. Further, that the CRA recommend approval of a lease agreement with Smith & Henzy Affordable Group, Inc. as enumerated herein. Finally, that the CRA authorize the reclassification of 2017 Westside bond funds which were previously contributed towards acquisition and site preparation of the property, in the amount of $844,692.31, to the Connectivity to Global Learning Academy and Legion Field corridor improvement project.

A motion to approve was made by Board Member Patton and seconded by Board Member Jones.

CRA Division Manager Victoria D'Angelo gave a brief overview of the item. Drew Krinsky, Development Manager for Smith & Henzy, provided a presentation of the item. Mayor Reeves spoke to the item as well and staff responded accordingly to questions.

The motion passed by the following vote:

Yes: 7	Jennifer Brahier, Allison Patton, Charles Bare, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins
No: 0	None

4. 24-689 BUDGET RESOLUTION NO. 2024-56 CRA - ADOPTING A BUDGET FOR THE TAX INCREMENT FINANCING DISTRICTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024

Recommendation: That the Community Redevelopment Agency adopt Budget Resolution No. 2024-56 CRA adopting a budget for Fiscal Year 2025 for the Urban Core Tax Increment Financing District, the Eastside Tax Increment Financing District and the Westside Tax Increment Financing District. Further that the Community Redevelopment Agency formally recommend to City Council to take action to approve the budgets for the tax increment financing districts.

A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY ADOPTING A BUDGET FOR THE URBAN CORE TAX INCREMENT FINANCING DISTRICT, THE EASTSIDE TAX INCREMENT FINANCING DISTRICT AND THE WESTSIDE TAX INCREMENT FINANCING DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; PROVIDING AN EFFECTIVE DATE.

A motion to approve was made by Board Member Moore and seconded by Board Member Wiggins.

City Finance Director Amy Lovoy gave an update on the item and answered questions accordingly.

The motion passed by the following vote:

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

No: 0 None

DISCUSSION ITEMS

5. 24-688 UPDATE ON RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM (RPIP)

Recommendation: N/A

CRA Division Manager Victoria D'Angelo turned the item over to Hilary Halford, Asst. CRA Division Manager. Ms. Halford provided an overview of the item. Mayor Reeves spoke to the item as well and staff responded accordingly to questions.

OPEN FORUM

Board Member Wiggins thanked Miss Leslie for her attendance at CRA meetings and for being an advocate for affordable housing. Board Member Bare discussed adding as an order of business to the CRA agenda, "Board Member Comments."

ADJOURNMENT

5:19p.m.

PENSACOLA
COMMUNITY REDEVELOPMENT AGENCY

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-765 | Community Redevelopment Agency | 9/9/2024

ACTION ITEM

SPONSOR: Jennifer Brahier - Chairperson

SUBJECT:

CRA ORDER OF BUSINESS ADDITIONS

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve the order of business to allow for the inclusion of a Board Members Comments section within CRA agenda to provide Board Members with the opportunity to make general comments during future meetings. In addition, to approve the inclusion of an Administrator’s Communication section to provide the Administration with the opportunity to make comments and provide reports during future meetings.

SUMMARY:

The current agenda outline does not provide an opportunity for Board Members to openly address the Board on topics other than those specifically placed on the agenda.
Including a section within the agenda will give Board members the opportunity to make comments and provide information. Also, the current agenda outline does not provide an opportunity for an Administrator to communicate with the Board. Including a section within the agenda will give an Administration representative the opportunity to openly address the Board. Approval would add these order of business categories to the CRA agenda.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Erica Grancagnolo, Economic Development Director
Victoria D'Angelo, CRA Division Manager
Hilary Halford, Assistant CRA Division Manager

ATTACHMENTS:

None

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-774	Community Redevelopment Agency	9/9/2024

ACTION ITEM

SPONSOR: Jennifer Brahier - Chairperson

SUBJECT:

INTERLOCAL AGREEMENT FOR COMMUNITY POLICING INNOVATIONS FOR FISCAL YEAR 2025

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve an interlocal agreement with the City of Pensacola to provide Community Policing Innovations within the Urban Core Community Redevelopment Area for the Fiscal Year 2025 in an amount not to exceed $488,800.

SUMMARY:

One of the primary obstacles to community redevelopment is the perception of a lack of safety. Safety concerns are typically related to real or perceived criminal activity involving both personal safety and the safety of property. Pursuant to Chapter 163, Part III, Florida Statutes, the CRA may undertake "community policing innovations" to address safety concerns within a community redevelopment area.

Community policing innovations are defined as "a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol". Although revitalization has reduced blight and enlivened the Urban Core Community Redevelopment Area, safety concerns of varying degrees remain. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing innovations within the entirety of the district from 17th Avenue to A Street.

For Fiscal Year 2025, the interlocal agreement will facilitate a CRA contribution of $488,800 towards the cost of five(5) full-time community policing personnel, including four (4) officers and a sergeant, dedicated to the district. Two of the officers shall be assigned primarily to daytime hours and two shall be assigned primarily to evening and weekend hours. Any remaining funding shall be utilized for eligible community policing innovations within the district.

PRIOR ACTION:

August 14, 2023 - The CRA approved an Interlocal Agreement with the City of Pensacola for the purpose of providing community policing innovations within the Urban Core Redevelopment Area for Fiscal Year 2024 in an amount not to exceed $259,400.

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

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

January 17, 2023 - The CRA approved Amendment No. 1 to the Interlocal Agreement for Community Policing for the Fiscal Year 2023 with the City of Pensacola.

January 19, 2023 - City Council approved Amendment No. 1 to the Interlocal Agreement for Community Policing for the Fiscal Year 2023 with the CRA.

FUNDING:

Budget:	$488,800	CRA Fund - Community Policing Interlocal (FY2025)
Actual:	$488,800	

FINANCIAL IMPACT:

Funding in the amount of $488,800 has been included in the CRA Fiscal Year 2025 proposed budget for the interlocal agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Erica Grancagnolo, Economic Development Director
Victoria D'Angelo, CRA Division Manager
Hilary Halford, CRA Division Assistant Manager
Eric Randall, City of Pensacola Police Chief

ATTACHMENTS:

1. FY 2025 Interlocal Agreement for Community Policing Innovations

PRESENTATION: No

INTERLOCAL AGREEMENT
FOR COMMUNITY POLICING INNOVATIONS
FY 2025

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** (the " Agreement"), is made and entered into as of this ____day of _________________, 202_ and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

W I T N E S S E T H:

WHEREAS, the City Council of the City of Pensacola, Florida (the “City Council”), adopted Resolution No. 54-80 on September 25, 1980, which finding and determining the area described therein known as the "Urban Core Community Redevelopment Area," to be a "blighted area" (as defined in Section 163.340, Florida Statutes) and to be in need of redevelopment, rehabilitation and improvement, which finding and determination was reaffirmed in Resolution No. 65-81, adopted by the City Council on October 22, 1981; and

WHEREAS, on September 25, 1980, the City Council adopted Resolution No. 55-80, which, created the Community Redevelopment Agency, and declared the City Council to be the Agency as provided in Section 163.356, Florida Statutes; and

WHEREAS, on August 19, 2010, the City Council adopted Resolution 22-10, which amended Resolution No. 55-80 and provided for the continuation of the Pensacola Community Redevelopment Agency in conformity with the provisions of the 2010 Charter; and

WHEREAS, on March 8, 1984, the City Council adopted Ordinance No. 13-84, which created and established the Community Redevelopment Trust Fund for the Urban Core Community Redevelopment Area; and

WHEREAS, on March 27, 1984, the City Council of Pensacola, Florida, adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on April 6, 1989, the City Council adopted Resolution No. 18-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02- 10, which repealed the Community Redevelopment Plan 1989 as amended and adopted the Urban Core Community Redevelopment Plan 2010; and

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WHEREAS, the Agency is responsible for the implementation of the redevelopment plan for the redevelopment, rehabilitation and improvement of the urban core community redevelopment area in the City; and

WHEREAS, one of the primary obstacles to the redevelopment, rehabilitation and improvement of the urban core community redevelopment area is the perception of a lack of safety in areas that have seen decline over time and that are now stigmatized in the public mind; and

WHEREAS, the Redevelopment Act (hereinafter defined) authorizes municipalities and community redevelopment agencies to develop and implement Community Policing Innovations which in the singular is statutorily defined as "a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol"; and

WHEREAS, the Agency does not have nor exercise police powers nor employ police officers as needed to undertake Community Policing Innovations; and

WHEREAS, the City employs sworn law enforcement officers who have the police power and the ability to assist the Agency by focusing resources upon Community Policing Innovations in an effort to reduce crime within the Urban Core Community Redevelopment Area; and

WHEREAS, but for the cooperation of the parties and the assistance to be provided by the Agency to the City pursuant to this Agreement, the Agency would be without resources to undertake the Community Policing Innovations authorized by the Urban Core Community Redevelopment Plan; and

WHEREAS, the City and the Agency are willing to cooperate and provide assistance to each other and, to the extent permitted by law, all in such means and manner as will promote the rehabilitation and redevelopment of the urban core community redevelopment area, benefit the local economy, and be of substantial benefit to the Agency and the City by jointly undertaking community policing innovations within the urban core community redevelopment area;

WHEREAS, the Agency proposes to exercise its powers available under Part III, Chapter 163, Florida Statutes, as amended (the "Redevelopment Act") to aid, assist, and cause the rehabilitation and the redevelopment of the Urban Core Community Redevelopment Area to be accomplished by, among other things, using some of its "increment revenues" deposited in the Redevelopment Trust Fund (as hereinafter defined) together with funds provided by the City of Pensacola General Fund to pay for certain Community Policing Innovations (hereinafter defined and referred to hereinafter as the “Project”) to be provided hereinafter by the City; and

WHEREAS, the City and the Agency desire to enter into an interlocal agreement setting forth the terms, conditions and responsibilities of a coordinated and collective effort to redevelop the Urban Core Community Redevelopment Area and continue to maintain the Project undertaken by the Agency; and

WHEREAS, the City and the Agency have determined that such an agreement to accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish important public purposes.

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the City and the Agency agree as follows:

ARTICLE 1: AUTHORITY

1.1. Authority.

This Agreement is entered into pursuant to and under the authority of Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes; Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981, Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

ARTICLE 2: DEFINITIONS

2.1. Definitions.

As used in this Agreement, the following capitalized terms shall have the following meanings, unless the context clearly indicates otherwise:

(1) “Act” means all or each of the following: Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981; Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

(2) “Agency” means the Community Redevelopment Agency of the City of Pensacola, Florida, and any successors or assigns.

(3) “Agency Payments” means, the periodic payments made by the Agency to the City from the Community Policing Innovations Account pursuant to Section 4.3 hereof.

(4) “Agency's Other Obligations” means the payment to be made by the Agency from Increment Revenues deposited in its Redevelopment Trust Fund in the manner, to the extent and so long as such payments are required, respectively, pursuant to resolutions or agreements adopted or entered into prior to or after the Effective Date and which are provided to be superior to the obligation of the Agency under this Agreement.

(5) “Agreement” means this Interlocal Agreement, including any amendments, revisions and exhibits thereto.

(6) “Available Increment Revenues” means Increment Revenues remaining from time to time in the Agency's Redevelopment Trust Fund after all payments and deposits required to be made therefrom for the Agency's Other Obligations have been made and paid by the Agency during that Fiscal Year.

(7) “City” means the City of Pensacola, Florida, a Florida municipal corporation, and any successors or assigns.

(8) “City Council” means the City Council, or such other body constituting the elected governing or legislative body of the City.

(9) “Community Policing Innovations” means law enforcement services provided by the City within the entirety of the Urban Core Community Redevelopment Area, in cooperation and in consultation with the Agency, to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the visitors district and community areas historically and currently prone to blight and less receptive to traditional law enforcement strategies, including, but not limited to, increased face to face contact with citizens, bike patrols, foot patrols, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, attendance at community functions that foster relationships based on trust where there has been a traditional divide or contentious relationship between the community and law enforcement, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

(10) “Community Policing Innovations Account” means the account created and established by Section 5.2 hereof and in which are deposited the Available Increment Revenues and from which the Agency Payments are made to fund the Community Policing Innovations described herein.

(11) “Community Redevelopment Area” or “Urban Core Community Redevelopment Area” means the area found to be a slum or blighted and described in

Resolution No. 54-80, adopted by the City Council on September 25, 1980, as affirmed by Resolution No. 65-81, adopted by the City Council on October 22, 1981.

(12) “Effective Date” means the date on which this Agreement becomes effective as provided in Section 8.12 hereof.

(13) “Expiration Date” means the date on which this Agreement expires by its own terms and is no longer of any force and effect as provided in Section 8.7 hereof.

(14) “Fiscal Year” means the respective fiscal years of the City and the Agency commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive twelve (12) month period as may be hereafter designated pursuant to genera1 law as the fiscal year of the Agency or the City, respectively.

(15) “Increment Revenues” means the funds received by the Agency and deposited in the Redevelopment Trust Fund in an amount equal to the incremental increase in ad valorem tax revenues calculated pursuant to Section 163.387, Florida Statutes, within the Community Redevelopment Area.

(16) “Plan” means the revised redevelopment plan for the Urban Core Community Redevelopment Area, adopted by the City Council on April 16, 1989, by the adoption of Resolution No. 19-89 as subsequently amended.

(17) “Redevelopment Trust Fund” means the trust fund of the Agency created and established by Ordinance No. 13-84, enacted by the City Council on March 8, 1984, into which Increment Revenues are deposited as provided by that ordinance (and any amendments or successors thereto) and the Redevelopment Act.

(18) “Termination Date” means September 30, 2025, or the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 7.5, whichever, occurs earlier.

2.2. Use of Words and Phrases.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word “person” shall include corporations and associations, including public bodies, as well as natural persons. “Herein”, “hereby”, “hereunder”, “hereof”, “hereinbefore”, “hereinafter”, and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

2.3. Florida Statutes.

Any and all references herein to the “Florida Statutes” are to Florida Statutes (2010), as later amended by any session law enacted during any regular or special session of the Legislature of the State of Florida subsequent to the adoption of Florida Statutes (2010).

ARTICLE 3: PURPOSE

3.1. Purpose.

The purpose of this Agreement is to induce, encourage and assist the redevelopment of the Community Redevelopment Area through assistance and cooperation in undertaking community policing innovations within the area. It is also the purpose of this agreement to avoid expending the Agency's Increment Revenues (as defined in the Act) on general government operating expenses unrelated to the planning and carrying out of the Plan. It is also the purpose of this Agreement to define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

ARTICLE 4: THE PROJECT

4.1. Description.

The Project consists of the City providing Community Policing Innovation services within the Urban Core Community Redevelopment Area, bounded by A Street, 17th Avenue, Cervantes Street, and Pensacola Bay, in its entirety, and in consideration of such services, the Agency Payments to the City. The Agency shall pay $ $488,800 towards the cost of four (4) full time community policing officers and one (1) full-time sergeant dedicated to the Urban Core CRA. Two (2) of those officers shall be assigned primarily to daytime hours and two (2) officers shall be assigned primarily to evening and weekend hours. Any remaining funding shall be utilized for eligible Community Policing Innovation services within the District.

Project Administration.

The City, in consultation and cooperation with the Agency, shall be responsible for and shall oversee the administration of the Project, and shall account to the Agency for all costs of the Project.

4.3. Agency Payments.

Within 45 days of receipt of periodic invoices from the City, accompanied by an accounting for the costs of the Project, the Agency shall pay from the Community Policing Innovations Account reimbursing Agency Payments to the City equal to the Actual costs of the Project. Provided, however, the sum of the Agency Payments shall not exceed $488,800. Upon receipt of the Agency's written approval of any such invoice and accounting, the City's Chief Financial Officer may withdraw the Agency Payment directly from the Community Policing Innovations Account. Although this Sec. 4-3 contemplates and references the production of invoices, accountings and written approvals of invoices and accountings, these documents are accumulated and retained for subsequent auditing purposes and the periodic initiation and transfer of agency payments shall be accomplished through appropriate automated data processing means.

ARTICLE 5: FINANCING

5.1. General.

The parties mutually acknowledge and agree that the aggregate cost of undertaking the CRA's portion of Community Policing Innovations within the Community Redevelopment Area is not to exceed $488,800for Fiscal Year 2025. The Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof. All other costs will be paid from other funds available to the City and set aside and committed for the purpose of paying such costs.

5.2. Community Policing Innovations Account.

(1) The Agency covenants and agrees to establish an account separate and distinct from the Redevelopment Trust Fund to be known as the Community Policing Innovations Account in which the Available Increment Revenues shall be deposited and disbursements made as provided herein. This account is intended to be and shall constitute an escrow account for the purpose of funding the Project.

(2) The Agency's Available Increment Revenues deposited in the Community Policing Innovations Account shall constitute trust funds to secure the payments required to be made by the Agency and until such transfer and deposit, the Agency shall act as trustee of its moneys for the purposes thereof and such moneys shall be accounted for separate and distinct from all other funds of the Agency and shall be used only as provided herein.

(3) The Community Policing Innovations Account shall be deposited and maintained in one or more banks, trust companies, national banking associations, savings and loan associations, savings banks or other banking associations which are under Florida law qualified to be a depository of public funds, as may be determined by the entity maintaining possession and control of such funds and accounts.

5.3 Available Increment Revenues.

(1) During the Fiscal Year commencing upon the effective date of this agreement through Termination Date, the Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof.

(2) The Agency hereby encumbers, commits and pledges the Available Increment Revenues for the purposes of the transfers required by this Section 5.3.

(3) The Agency covenants and agrees with the City and does hereby grant a lien in favor of the City on the funds on deposit in the Community Policing Innovations Account for the purposes set forth in this Agreement. Funds on deposit in this Community Policing Innovations Account may only be used to pay the Costs of the

Project. Any funds remaining after all costs of the Project have been paid shall be used only in the manner authorized by Section 163.387(7), Florida Statutes.

5.4. Enforcement of Increment Revenues Collections.

The Agency is currently receiving Increment Revenues, having taken all action required by law to entitle it to receive the same, and the Agency will diligently enforce its rights to receive the Increment Revenues and will not take any action which will impair or adversely affect its right to receive such funds or impair or adversely affect in any manner the Agency's covenant to budget and appropriate Available Increment Revenues for deposit to the Community Policing Innovations Account. The Agency and the City covenant and agree, so long as the Agency is required to make the Agency Payments, to take all lawful action necessary or required to continue the entitlement of the Agency to receive the Increment Revenues as now provided by law or may later be authorized, and to make the transfers required by this Agreement. The City does hereby covenant and agree that, so long as the Agency is required to make the Agency Payments, to timely budget, appropriate and pay into the Redevelopment Trust Fund in each fiscal Year the amount required of it to be so paid by the Redevelopment Act. Notwithstanding any other provision herein to the contrary, the failure of the enforcement of collection of Increment Revenues by the Agency will not relieve the City of its obligations hereunder to pay the City Payment.

5.5. No General Obligation.

Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of the Agency or the City or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the City or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement, including the payment of any principal or, premium, if any, and interest on any indebtedness relating to the Project.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Agency.

The Agency represents and warrants to the City that each of the following statements is presently true and accurate and can be relied upon by the City:

(1) The Agency is the duly designated community redevelopment agency of the City, a validly existing body politic and corporate of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document contemplated hereby to which the Agency is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Agency and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been or will be duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon any party or the Agency, under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Agency's special acts, applicable ordinances, resolutions or any other agreement or instrument to which the Agency is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Agency outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby to which the Agency is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the Agency enforceable against it in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency against the Agency, which question the existence of the Agency, the determination of slum and blight in the Community Redevelopment Area, the adoption or implementation of the Plan, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the successful redevelopment of the Community Redevelopment Area, the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

(5) This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable to the Agency.

6.2. Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate and can be relied upon by the Agency:

(1) The City is a municipal corporation created under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document to which it is or will be a party has been duly authorized by all necessary action on the part thereof, and has been or will be duly executed and delivered by, it and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval

and consent of any other party, except such as been duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on it, or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon it, under any indenture, mortgage, deed or trust, bank loan or credit agreement, charter, applicable ordinances, resolutions or any other agreement or instrument, specifically including any covenants of any bonds, notes, or other forms of indebtedness outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby constitutes, or when entered in will constitute, a legal, valid and binding obligation enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency against it, which question its existence, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(5) This Agreement does not violate any laws, ordinance, rules, regulations, orders, contract, or agreements that are or will be applicable to the City.

ARTICLE 7: DEFAULT; TERMINATION

7 .1. Default by the Agency.

(1) Provided the City is not in default under this Agreement as set forth in Section 7.2 hereof, there shall be an “event of default” by the Agency under this Agreement upon the occurrence of any one or more of the following:

(a) The Agency fails to perform or comply with any material provision of this Agreement and such nonperformance shall have continued, after written notice thereof by the City to the Agency; or

(b) The Agency shall have failed or refused to make any of the Agency Payments when due and payable; or

(c) The Agency shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall tile a petition seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Agency of any material part of its properties; or

(d) Within sixty (60) days after the commencement of any proceeding by or against the Agency seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of the Agency or any trustee, receiver or liquidator of the Agency or of any material part of its properties, such appointment shall not have been vacated.

(2) If any "event of default" described in Subsection 7.1(1) hereof shall have occurred, the City may, after giving thirty (30) days written notice of such event of default to the Agency, and upon expiration of such thirty (30) day notice period, if such event of default has not been cured, terminate this Agreement or institute an action seeking such remedies as are available to the City, or both.

7 .2. Default by the City.

(1) Provided the Agency is not then in default under this Agreement, there shall be an "event of default" by the City to this Agreement under this Agreement upon the occurrence of any the following:

(a) The City does not perform as required hereunder and such nonperformance shall have continued, after written notice thereof by the Agency to the City; or

(b) The City shall have failed or refused to proceed with or cause the timely completion of the Project.

(2) If an "event of default" described in Subsection 7.2(1) hereof shall have occurred, the Agency, after giving thirty (30) days written notice of such event of default to the City and upon the expiration of such thirty (30) day period if such event of default has not been cured, may terminate this Agreement or institute an action seeking such remedies as are available to the Agency hereunder.

7.3. Obligations, Rights and Remedies Not Exclusive.

The rights and remedies specified herein to which either the Agency or the City are entitled are not exclusive and are not intended to be to the exclusion of any other remedies or means or redress to which any party hereto may otherwise lawfully be entitled.

7.4. Non-Action or Failure to Observe Provisions of this Agreement.

The failure of any party hereto to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any available right or remedy, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

7.5. Effect of Termination.

(1) Upon the occurrence of an event described in Section 7.1 or 7.2 hereof and receipt by any party of an election to terminate this Agreement pursuant to Sections 7.1 or 7.2 hereof, then this Agreement shall terminate and all obligations of any parties hereto shall then cease and be released and no longer be of any force and effect.

(2) In the event of a termination of this Agreement pursuant to this Section 7.5, no party hereto shall be obligated or liable to any other in any way, financial or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by any party hereto, hereunder or contemplated hereby.

ARTICLE 8: MISCELLANEOUS

8.1. Amendments.

This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

8.2. This Agreement Constitutes a Contract.

All parties hereto acknowledge that they will rely on the pledges, covenants and obligations created herein for the benefit of the parties hereto, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of it becoming effective as provided in Section 8.12.

8.3. Assignment.

No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

8.4. Severability.

The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

8.5. Controlling Law; Venue.

Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

8.6. Members Not Liable.

(1) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in its, his or their individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

8.7. Expiration of Agreement.

(1) Unless sooner terminated as provided in Article 7, this Agreement shall expire and terminate on the Termination Date.

(2) The parties hereto covenant and agree that upon this Agreement expiring and terminating all rights, privileges, obligations and responsibilities of any party hereunder shall expire and be of no force and effect, except to the extent any provision hereof expressly survives expiration as provided herein and survives termination as provided in Section 7.5.

(3) Any funds remaining in the Community Policing Innovations Account upon the expiration of this Agreement, which are not encumbered or obligated for any payment shall be used only in the manner authorized by Section 163.387, Florida Statutes.

8.8. Third Party Beneficiaries.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, lega1 or equitable, under or by reason of this Agreement or any provision hereof.

8.9. Notices.

(1) Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

To the Agency: Community Redevelopment Agency of
The City of Pensacola, Florida
Post Office Box 12910

Pensacola, Florida 32521-0001
Attention: Manager

To the City: City of Pensacola
Post Office Box 12910
Pensacola, Florida 32521-0001
Attention: City Administrator

(2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above or as changed pursuant to this Section 8.9.

8.10. Execution of Agreement.

This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in Section 8.11 hereof, his or her signature shall nevertheless be valid an sufficient for all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

8.11. Filing with County Clerk of the Court.

The City Clerk is hereby authorized and directed after approval of this Agreement by the Agency and the City Council and the execution hereof by the duly qualified and authorized officers of each of the parties hereto as provided in Section 8.10 hereof, to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County Florida, as provided by Section 163.01(11), Florida Statutes.

8.12. Effective Date.

This Agreement shall become effective immediately upon filing with the Clerk of the Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes.

8.13. City and Agency Not Liable.

Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, FLORIDA

____
Jennifer Brahier, CRA Chairperson

Attest:

____
Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

____
D.C. Reeves, Mayor

Attest:

____
Ericka L. Burnett, City Clerk

Approved as to Content:

____
Victoria D’Angelo, CRA Division Manager

Approved as to Form and Execution:

____
City Attorney

PENSACOLA COMMUNITY REDEVELOPMENT AGENCY

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-777 | Community Redevelopment Agency | 9/9/2024

ACTION ITEM

SPONSOR: Jennifer Brahier - Chairperson

SUBJECT:

NOTICE OF INTENT TO DISPOSE - 2301 W CERVANTES ST

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) authorize staff to begin the required public notice period for the disposition of 2301 West Cervantes Street pursuant to Section 163.380 Florida Statutes, contingent upon approval by City Council to surplus the land and dispose of it.

SUMMARY:

On June 10, 2024, the Community Redevelopment Agency (CRA) adopted Resolution No. 2024-531 CRA authorizing the expenditure of CRA funds to acquire 2301 West Cervantes Street in furtherance of the purchases established in the Westside Redevelopment Plan. The acquisition was ratified by the City Council on June 13, 2024. The City closed on the property on July 16, 2024.

Pursuant to Section 163.380 Florida Statutes which governs the disposal of real property by a city or redevelopment agency when the property is located in a community redevelopment area and was acquired for redevelopment purposes; and subsection 163.380(3)(a) which includes a requirement that prior to the sale or lease of such property to a private party, the city or agency must advertise for and invite competing proposals for the property, staff is requesting authorization to begin the required public notice period for 2301 West Cervantes Street. The property will be disposed of with the overarching goal of complementing and furthering the redevelopment objectives of the adjacent site at 2305 West Cervantes Street (the former Pensacola Motor Lodge).

PRIOR ACTION:

June 10, 2024 - The CRA adopted Resolution No. 2024-531 CRA authorizing the expenditure of CRA funds to acquire 2301 West Cervantes Street in furtherance of the purchases established in the Westside Redevelopment Plan.

June 13, 2024 - City Council approved the acquisition of 2301 West Cervantes Street and adopted Resolution No. 2024-46 authorizing the expenditure of CRA funds in furtherance of the purchases established in the Westside Redevelopment Plan.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

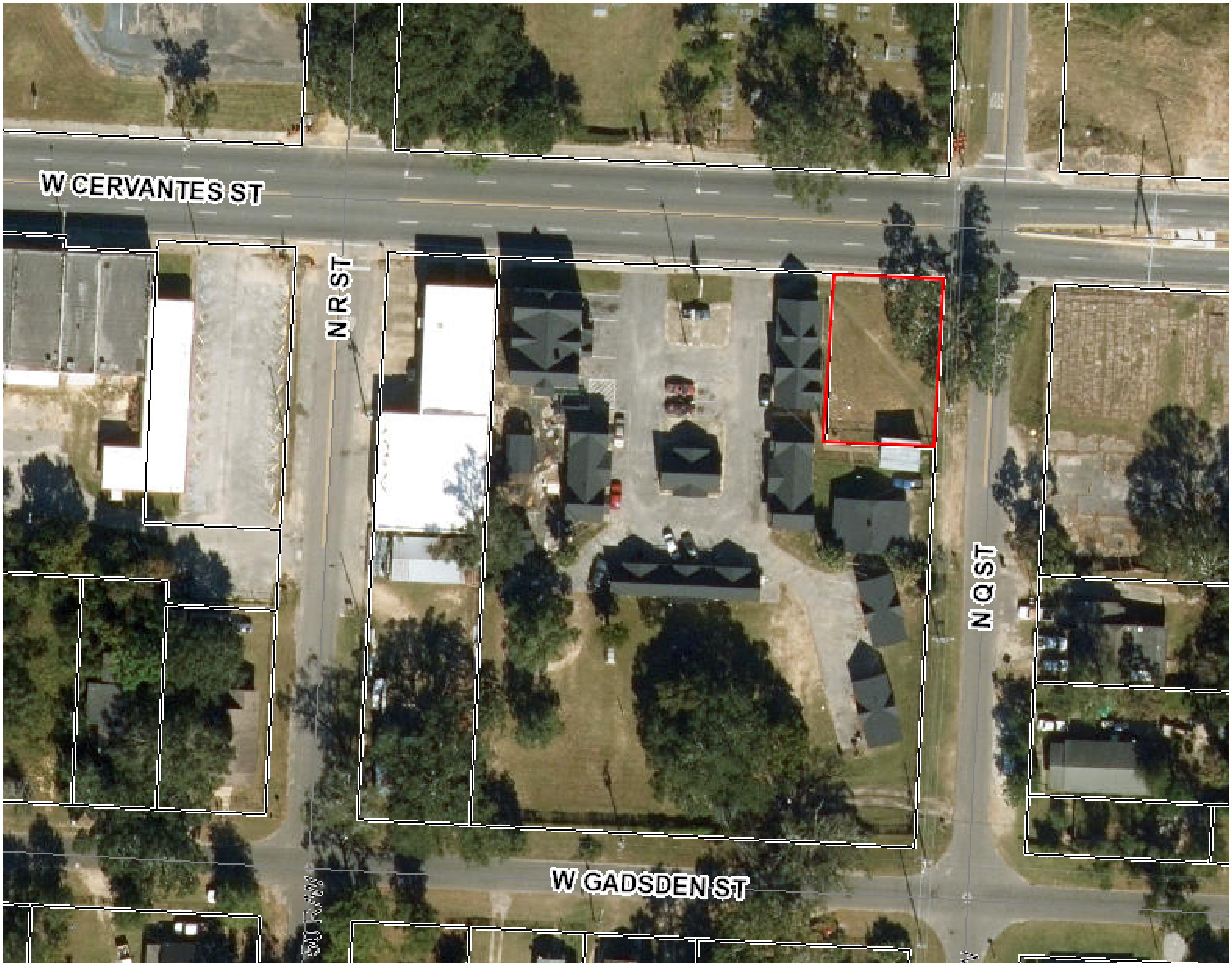
STAFF CONTACT:

Erica Grancagnolo, Economic Development Director
Victoria D'Angelo, CRA Division Manager
Hilary Halford, Assistant CRA Division Manager

ATTACHMENTS:

1. Site Map - 2301 W Cervantes St

PRESENTATION: No


W CERVANTES ST
N R ST
N Q ST
W GADSDEN ST

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-778 | Community Redevelopment Agency | 9/9/2024

ACTION ITEM

SPONSOR: Jennifer Brahier - Chairperson

SUBJECT:

APPROVAL OF RESIDENTIAL RESILIENCY PROGRAM REVISIONS

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve revisions to the Residential Resiliency Program pertaining to emergency response and recovery periods, as enumerated herein. Further, that the CRA pre-authorize the use of all unencumbered funds allocated for the Residential Property Improvement Program (RPIP) to be used during periods of emergency response and recovery.

SUMMARY:

On October 5, 2020, the Community Redevelopment Agency (CRA) approved the Residential Resiliency Program to be administered in the City of Pensacola's Eastside, Westside and Urban Core redevelopment areas. Implementation of the program was identified as a redevelopment strategy within the three (3) adopted community redevelopment plans. The Residential Resiliency Program is designed to support blight removal and prevention by repairing storm-damaged structures or securing at-risk property against future damage caused by natural hazards such as hurricanes and flooding.

Since the program was first approved in October 2020, staff has been implementing the program and is recommending several revisions to allow the program to be more nimble in response during emergency events. These revisions include:

- Increasing AMI eligibility threshold from 80% to 120% for owner-occupied properties for $15,000 allocation
- Limiting improvements to the minimum amount of work necessary to stabilize the building and prevent further degradation during an emergency response and recovery situation. Examples of work include, but are not limited to, tarping, boarding windows and removing fallen trees.
- Waiving lien requirements and permitting self certification for limited stablization activities during emergency response and recovery
- Permitting payment to a licensed insured contractor for work performed or reimbursement for material costs for stabilization work.
- Prioritizing applicants who have undergone stabilization to fund remaining

improvements necessary to be performed (such as requiring a new roof or windows, for example) once emergency response period has ended.

To allow for adequate funding and more rapid response to stabilize properties during an emergency event, the CRA is also requested to pre-authorize the use of funds from the Residential Property Improvement Program (RPIP) fto be used during emergency response and recovery periods under this program.

PRIOR ACTION:

October 5, 2020 - Amended FY 2021 CRA Work Plan to include establishing and implementation of CRA Residential Resiliency Program.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval would pre-authorize the use of all unencumbered funds allocated for the Residential Property Improvement Program (RPIP) to be used during periods of emergency response and recovery under the Residential Resiliency Program.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Erica Grancagnolo, Economic Development Director
Victoria D'Angelo, CRA Division Manager
Hilary Halford, Assistant CRA Division Manager

ATTACHMENTS:

1. Residential Resiliency Program Guidelines - Proposed September 2024 - Strikethrough
2. Residential Resiliency Program Guidelines - Proposed September 2024 - Clean

PRESENTATION: No

PENSACOLA
COMMUNITY REDEVELOPMENT AGENCY

Residential Resiliency Program Guidelines

The Residential Resiliency Program is designed to support blight removal and prevention by repairing storm-damaged structures or securing at-risk property against future damage caused by natural hazards such as hurricanes and flooding.

The public purposes addressed by the Program are consistent with those authorized by the Community Redevelopment Act Chapter 163 of the Florida Statutes, including the elimination and prevention of blight, revitalization of neighborhoods, the elimination or improvement of the shortage of affordable housing for low or moderate income residents and the preservation or enhancement of the tax base.

ELIGIBLE PROPERTY

Eligible property includes residential owner-occupied property with a household income at or below 120% Area Median Income (AMI), and residential long-term lease property (12 months or more) rented to tenants with a household income at or below 80% ~~Area Median Income (~~AMI~~)~~ for Escambia County, Florida, and located within the City of Pensacola's designated Urban Core, Westside or Eastside community redevelopment area.

FUNDING LIMITS

- **Owner-Occupied Property:** $15,000(120~~80~~% AMI or less) ~~/ $7,500 (+80% AMI)~~
- **Long-Term Lease Property:** $7,500 (Tenant household income 80% AMI or less)

~~In emergency response and recovery situations where an immediate threat is posed to safety of the building and its inhabitants and/or an immediate response is necessary to prevent further degradation of the building, household income verification may be waived. However, should household income not be verified, funded improvements shall be limited to the minimum amount of work needed to address the immediate hazard, and funding shall not exceed $8,000.~~

All awards subject to funding availability.

ELIGIBLE IMPROVEMENTS

Typical eligible improvements include (but are not limited to):

- Emergency roof repair/replacement
- Hazardous tree removal/trimming
- Electrical, plumbing and structural repairs
- At-risk mechanical equipment (i.e. HVAC systems) repair/replacement and/or elevation

Other improvements that remedy storm damage or secure at-risk property against future damage caused by natural hazards may be considered on a case-by-case basis. Subject to inspection by a licensed and insured Contractor or CRA-appointed inspector.

Roofing: Roofing repairs/replacement must be warranted pursuant to inspection by a licensed and insured Contractor or a CRA-appointed inspector.

Hazardous Trees: Trees must have already fallen or be deemed hazardous pursuant to inspection by a licensed and insured Contractor or a CRA-appointed inspector.

Electrical, Plumbing, Structural: Must present a hazard to health and/or property if not repaired, such as a risk for fire, exposure of home to outside elements, or potential for major damage to the home.

At-Risk Mechanical Equipment: Equipment must be at-risk for storm damage or damaged by a recent storm event and attributed to the safety and integrity of the home. Elevation limited to properties located in high flood hazard areas (Zones A and V) as defined by the most recent FEMA flood maps. Visit the Northwest Florida Water Management District website for more information on flood hazard areas: http://portal.nwfwmdfloodmaps.com/.

TYPE OF ASSISTANCE:

Assistance is provided as a zero-interest forgivable deferred loan secured by a sub-ordinate lien agreement. The lien period is 1 year for owner-occupied property and 3 years for long-term lease property. The lien is forgiven on a daily basis over the course of the lien period. At expiration of the lien period, the loan is forgiven in full with program compliance.

Eligible program participants shall be eligible to apply for assistance under other residential CRA programs after a period of one (1) year, commencing on the beginning date of the lien period and terminating one (1) year thereafter. However, improvements made under this program shall not be eligible for modification or reconstruction.

Leased Property: Limited to landlords renting to households at or below 80% AMI. Rents must not be increased more than 5% per year during the lien period, and must be certified annually to the Community Redevelopment Agency (CRA).

Transfer of Property: During the lien period, transfer of property shall only be permissible to an eligible heir, as defined by Florida law. In the event of the transfer of property to an heir, such heir shall assume all responsibilities for compliance under the program.

Duplication of Benefits: This program shall not be used to duplicate or supplant benefits received or available from insurance policy payouts, and FEMA assistance programs.

CONTRACTING PROCEDURES:

The property owner shall be responsible for contracting licensed and insured contractors to conduct the improvements according to the following procedures.

Bids shall be solicited on behalf of the property owner, from three (3) or more licensed and insured contractors who are qualified to conduct the improvements. Contractors to be bid shall be selected by the property owner. The project shall be awarded to the lowest and most responsive bidder. **Owner shall not cause work to commence until a work contract has been executed and the Contactor has been issued a Purchase Order.** Payment shall be made by the CRA directly to the Contractor.

~~In emergency response and recovery situations, the contracting procedures above, with the exception of contractor licensure and insurance documentation, may be waived at the discretion of the CRA Manager, in accordance with emergency procurement laws. Administration of and contracting under this program may also be facilitated and/or secured by a Partnering Agency or City Department during these events.~~

~~Inspection: In instances when a CRA-appointed inspector cannot be provided, a report shall be provided by a licensed and insured contractor, including pictures and written documentation of the conditions warranting improvement.~~

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 via an abbreviated process ("emergency approval").

Eligible Improvements: Emergency approvals shall be limited to the minimum amount of work necessary to stabilize the building and prevent further degradation. Examples of work include, but are not limited to, tarping, boarding windows and removing fallen trees. In instances when a CRA-appointed inspector cannot be provided, the owner (or their licensed and insured contractor), shall provide, at minimum pictures and written documentation of the conditions warranting improvement.

Contracting & Payment: Work authorized under emergency approval shall be provided as a grant and exempt from lien requirements. 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. Contractors shall be licensed and insured. Payment shall be made by the CRA directly to the Contractor. In the event a homeowner or their representative undertakes the stabilization work themselves only cost of materials will be reimbursed upon submission of paid receipts. Payment shall be made upon 100% completion of the work, and passed inspection if applicable. Completion shall be verified by, at minimum, date stamped photo documentation to include both before photos of damages and after photos of work and materials provided. Work shall comply with all local, state and federal requirements. Applicants shall fully cooperate with the CRA Office in providing the documentation necessary to verify the completion of the work performed and compliance with law.

Income Verification: During emergency response and recovery, household income may be verified by self-certification.

Once the emergency response period has ended, the program shall be re-opened under normal operational procedures. However, grant recipients with remaining improvements necessary to be performed (such as requiring a new roof or windows, for example) shall be given priority over new applicants and funded based on the order in which their grant application was approved during the emergency approval process.

PRIORITIZATION: In instances of high program demand and limited funding, program approvals may be prioritized based on the extent of damage and degree of threat to the building and its inhabitants (e.g. a tree that has fallen on or near a structure will receive higher priority than a tree that poses a threat to a property), as well as, household income (households at or below 80% AMI will receive higher priority than households over 80% AMI) and direct impacts caused by major storm events such as hurricanes and floods.

PROCEDURES:

1. Upon submittal of a complete application, including all supporting documentation, the Program Administrator will determine initial eligibility for program participation.

2. Upon a finding of initial eligibility, or in conjunction with the application, the project shall be placed out to bid. Upon receipt of the bids, the project shall then be considered for approval.

3. Upon approval, the Owner shall enter into a work contract with his/her Contractor and execute the Lien Agreement. A Notice to Proceed (NTP) establishing the start date for construction will be will be issued to the selected Contractor.

   Completion must be achieved within 90 days from the established start date unless otherwise authorized by the CRA Manager or his or her representative.

4. The lien will be forgiven in full at the conclusion of the lien period with program compliance.

City of Pensacola Community Redevelopment Agency
222 W. Main Street, Pensacola FL 32502
Phone: (850) 436-5675 (Programs Line)
Email: cradivision@cityofpensacola.com
Web: www.cityofpensacola.com/cra

Program subject to funding availability and full terms described in the program documents.

Residential Resiliency Program Guidelines

The Residential Resiliency Program is designed to support blight removal and prevention by repairing storm-damaged structures or securing at-risk property against future damage caused by natural hazards such as hurricanes and flooding.

The public purposes addressed by the Program are consistent with those authorized by the Community Redevelopment Act Chapter 163 of the Florida Statutes, including the elimination and prevention of blight, revitalization of neighborhoods, the elimination or improvement of the shortage of affordable housing for low or moderate income residents and the preservation or enhancement of the tax base.

ELIGIBLE PROPERTY

Eligible property includes residential owner-occupied property with a household income at or below 120% Area Median Income (AMI), and residential long-term lease property (12 months or more) rented to tenants with a household income at or below 80% AMI for Escambia County, Florida, and located within the City of Pensacola's designated Urban Core, Westside or Eastside community redevelopment area.

FUNDING LIMITS

- **Owner-Occupied Property:** $15,000(120% AMI or less)
- **Long-Term Lease Property:** $7,500 (Tenant household income 80% AMI or less)

All awards subject to funding availability.

ELIGIBLE IMPROVEMENTS

Typical eligible improvements include (but are not limited to):

- Emergency roof repair/replacement
- Hazardous tree removal/trimming
- Electrical, plumbing and structural repairs
- At-risk mechanical equipment (i.e. HVAC systems) repair/replacement and/or elevation

Other improvements that remedy storm damage or secure at-risk property against future damage caused by natural hazards may be considered on a case-by-case basis. Subject to inspection by a licensed and insured Contractor or CRA-appointed inspector.

Roofing: Roofing repairs/replacement must be warranted pursuant to inspection by a licensed and insured Contractor or a CRA-appointed inspector.

Hazardous Trees: Trees must have already fallen or be deemed hazardous pursuant to inspection by a licensed and insured Contractor or a CRA-appointed inspector.

Electrical, Plumbing, Structural: Must present a hazard to health and/or property if not repaired, such as a risk for fire, exposure of home to outside elements, or potential for major damage to the home.

At-Risk Mechanical Equipment: Equipment must be at-risk for storm damage or damaged by a recent storm event and attributed to the safety and integrity of the home. Elevation limited to properties located in high flood hazard areas (Zones A and V) as defined by the most recent FEMA flood maps. Visit the Northwest Florida Water Management District website for more information on flood hazard areas: http://portal.nwfwmdfloodmaps.com/.

TYPE OF ASSISTANCE:

Assistance is provided as a zero-interest forgivable deferred loan secured by a sub-ordinate lien agreement. The lien period is 1 year for owner-occupied property and 3 years for long-term lease property. The lien is forgiven on a daily basis over the course of the lien period. At expiration of the lien period, the loan is forgiven in full with program compliance.

Eligible program participants shall be eligible to apply for assistance under other residential CRA programs after a period of one (1) year, commencing on the beginning date of the lien period and terminating one (1) year thereafter. However, improvements made under this program shall not be eligible for modification or reconstruction.

Leased Property: Limited to landlords renting to households at or below 80% AMI. Rents must not be increased more than 5% per year during the lien period, and must be certified annually to the Community Redevelopment Agency (CRA).

Transfer of Property: During the lien period, transfer of property shall only be permissible to an eligible heir, as defined by Florida law. In the event of the transfer of property to an heir, such heir shall assume all responsibilities for compliance under the program.

Duplication of Benefits: This program shall not be used to duplicate or supplant benefits received or available from insurance policy payouts, and FEMA assistance programs.

CONTRACTING PROCEDURES:

The property owner shall be responsible for contracting licensed and insured contractors to conduct the improvements according to the following procedures.

Bids shall be solicited on behalf of the property owner, from three (3) or more licensed and insured contractors who are qualified to conduct the improvements. Contractors to be bid shall be selected by the property owner. The project shall be awarded to the lowest and most responsive bidder. **Owner shall not cause work to commence until a work contract has been executed and the Contactor has been issued a Purchase Order.** Payment shall be made by the CRA directly to the Contractor.

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 via an abbreviated process ("emergency approval").

Eligible Improvements: Emergency approvals shall be limited to the minimum amount of work necessary to stabilize the building and prevent further degradation. Examples of work include, but are not limited to, tarping, boarding windows and removing fallen trees. In instances when a CRA-appointed inspector cannot be provided, the owner (or their licensed and insured contractor), shall provide, at minimum pictures and written documentation of the conditions warranting improvement.

Contracting & Payment: Work authorized under emergency approval shall be provided as a grant and exempt from lien requirements. 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. Contractors shall be licensed and insured. Payment shall be made by the CRA directly to the Contractor. In the event a homeowner or their representative undertakes the stabilization work themselves only cost of materials will be reimbursed upon submission of paid receipts. Payment shall be made upon 100% completion of the work, and passed inspection if applicable. Completion shall be verified by, at minimum, date stamped photo documentation to include both before photos of damages and after photos of work and materials provided. Work shall comply with all local, state and federal requirements. Applicants shall fully cooperate with the CRA Office in providing the documentation necessary to verify the completion of the work performed and compliance with law.

Income Verification: During emergency response and recovery, household income may be verified by self-certification.

Once the emergency response period has ended, the program shall be re-opened under normal operational procedures. However, grant recipients with remaining improvements necessary to be performed (such as requiring a new roof or windows, for example) shall be given priority over new applicants and funded based on the order in which their grant application was approved during the emergency approval process.

PRIORITIZATION: In instances of high program demand and limited funding, program approvals may be prioritized based on the extent of damage and degree of threat to the building and its inhabitants (e.g. a tree that has fallen on or near a structure will receive higher priority than a tree that poses a threat to a property), as well as, household income (households at or below 80% AMI will receive higher priority than households over 80% AMI) and direct impacts caused by major storm events such as hurricanes and floods.

PROCEDURES:

1. Upon submittal of a complete application, including all supporting documentation, the Program Administrator will determine initial eligibility for program participation.

2. Upon a finding of initial eligibility, or in conjunction with the application, the project shall be placed out to bid. Upon receipt of the bids, the project shall then be considered for approval.

3. Upon approval, the Owner shall enter into a work contract with his/her Contractor and execute the Lien Agreement. A Notice to Proceed (NTP) establishing the start date for construction will be will be issued to the selected Contractor.

   Completion must be achieved within 90 days from the established start date unless otherwise authorized by the CRA Manager or his or her representative.

4. The lien will be forgiven in full at the conclusion of the lien period with program compliance.

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Program subject to funding availability and full terms described in the program documents.