



Downtown Improvement Board
Regular Monthly Meeting
Tuesday, May 26, 2020
7:30am
AGENDA

- I. Call to Order
 - a. Comments from the Chairman

- II. Recurring Agenda
 - a. Meeting was properly noticed
 - b. *Approval of the proposed meeting agenda for May 26, 2020
 - c. *Approval of the minutes from the regular meeting of the DIB held on April 28, 2020

- III. Parking
 - a. *May DPMD Consent Agenda
 - b. City / Parking transition

- IV. Finance
 - a. *May Finance Consent Agenda
 - b. *DIB – May Financials
 - c. *DPMD – May Financials
 - d. 2020 and 2021 DPMD City Budget request

- V. On-Going Business
 - a. StreetPlus April Report
 - b. Additional Street Cameras – update
 - c. DT Recovery – Update
 - d. Palafox Market – Update

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(*) = approval item



VI. New Business

- a. Weitzman business survey
- b. * June meeting Time Change

VII. Marketing Report

- a. April marketing report

VIII. On-Hold

- a. Romana street Puppy pit-stop – On hold for corbel repair
- b. Anti-Litter and Recycle campaign – on-hold for post COVID-19 recovery
- c. JSG Alley Art – on-hold for post COVID-19 recovery
- d. CRA & Parking Interlocal Agreement Renewals – Oct 2020
- e. City Inspection survey – on-hold for post COVID recovery

IX. Upcoming Events

- a. EntreCon –Pensacola Little Theater - \$275 and up - registration required - Nov.18 & 19.

X. Public Comment

XI. Adjournment

Next meeting – June 23, 2020

MINUTES OF THE DOWNTOWN IMPROVEMENT BOARD

Regular Monthly Meeting – Via Teleconference
Tuesday, April 28, 2020, 7:30 a.m.

Attendance

Chair Michael Carro, Kevin Lehman, Jean Pierre N'Dione, Adam Cobb, Patti Sonnen
Commissioner Robert Bender, *Ex Officio*
Lissa Dees, Executive Director

Call to Order

- a. Mr. Carro called the meeting to order at 7:30 a.m.

Recurring Agenda

- a. Mrs. Dees confirmed that the meeting was properly noticed.
- b. The board unanimously approved the proposed meeting agenda for April 28, 2020.
- c. The board unanimously approved the minutes of the regular meeting of DIB held on March 24, 2020.

Parking

- a. Mrs. Dees discussed item (d) on the consent agenda and noted that a quote of \$23,600 was received from Washburn Construction for corbel and seam repairs to Jefferson Street Garage. The parking committee requested that the board approve this amount, with the contingency that the money first be secured through a three-year, \$250,000 bank loan at four percent interest, to cover all planned repairs and to allow operating funds to remain accessible during the pandemic.
- b. Commissioner Bender suggested that the City loan DIB \$250,000 and that DIB repay the City. The City made a similar interfund loan to the SRIA for re-nourishing the beaches. Mr. Carro inquired what interest rate the City would charge and was advised to contact Amy Lavoy at the City.
- c. Mr. Lehman made a motion to continue with the structural repairs using the existing line of credit and seek up to the full \$250,000 from the City to pay down the line of credit if those terms are favorable. Seconded by Ms. Sonnen and carried unanimously.
- d. The April DPMD Consent Agenda was approved unanimously.

Finance

- a. April Finance Consent Agenda was approved unanimously.
- b. DIB - March financials were presented by Mrs. Dees and unanimously approved by the board. Mrs. Dees thanked Mr. Darden and others for donating their time during the ongoing pandemic.
- c. DPMD - March financials were presented by Mrs. Dees and approved unanimously.
- d. DPMD - Financial status and sustainability plan were discussed and approved unanimously by the board.

Ongoing Business

- a. StreetPlus March report
 - 1. Mrs. Dees provided to the board photo samples that were provided by StreetPlus.
- b. Additional street cameras
 - 1. Mrs. Dees reported that of the five additional cameras, two have been installed; one is pending the City providing a bucket truck; and one is dependent upon whether Seville Tower would like to partner with DIB.

New Business

- a. "All I Want" campaign
 - 1. Mrs. Dees advised the board that she has received requests from merchants to run a campaign that would incentivize people to do online shopping with small businesses downtown. The ED asked that her \$1,200 bonus be donated toward such a campaign to highlight downtown and the DIB. The board thanked Mrs. Dees for her generosity and discussed ways in which to use the donation.
 - 2. Mr. Lehman moved that the board allow the ED to spend the \$1,200 that would have been allocated to her bonus as a marketing campaign at her and Ideaworks' discretion. Seconded by Ms. Sonnen and carried unanimously.
 - 3. The quarterly bonus to the ED was approved unanimously.
- b. Business Recovery Plan – Meeting in the Park
 - 1. Mrs. Dees suggested that a meeting be held outdoors, with proper social distancing, to give business and property owners the opportunity to discuss a recovery plan.
 - 2. Motion made by Mr. Cobb that a meeting announcement be sent requesting merchants to submit ideas in advance, so that ideas can be vetted as discussion points during the meeting and the meeting be properly moderated. Seconded by Mr. Lehman and carried unanimously.
- c. Joining the Florida Downtown Association
 - 1. Mrs. Dees asked that the board approve DIB joining the Florida Downtown Association with annual dues of \$482.
 - 2. Motion to approve passed 3-1 with Mr. Lehman dissenting.
- d. ED Second Quarter Bonus – Deferred to sponsorship of community art and/or promotion campaign. Motion to approve carried unanimously.

Marketing Report

- a. The March marketing report was presented by Freddie Haydn-Slater of Ideaworks.
- b. DIB Perception Survey (net promoter score)
 - 1. Mr. Haydn-Slater updated the board as to the content of the survey which will be provided to board members for tweaking before sending out.
 - 2. Mrs. Dees suggested that the survey be put on hold until post pandemic.

On Hold

- a. Romana Street Puppy Pitstop – on hold for corbel repair

- b. Anti-Litter and Recycle campaign – on hold for post COVID-19 recovery
- c. JSG Alley Art – on hold for post COVID-19 recovery
- d. Parking Interlocal Agreement Renewals – October 2020
- e. City Inspection survey on hold for post COVID-19 recovery

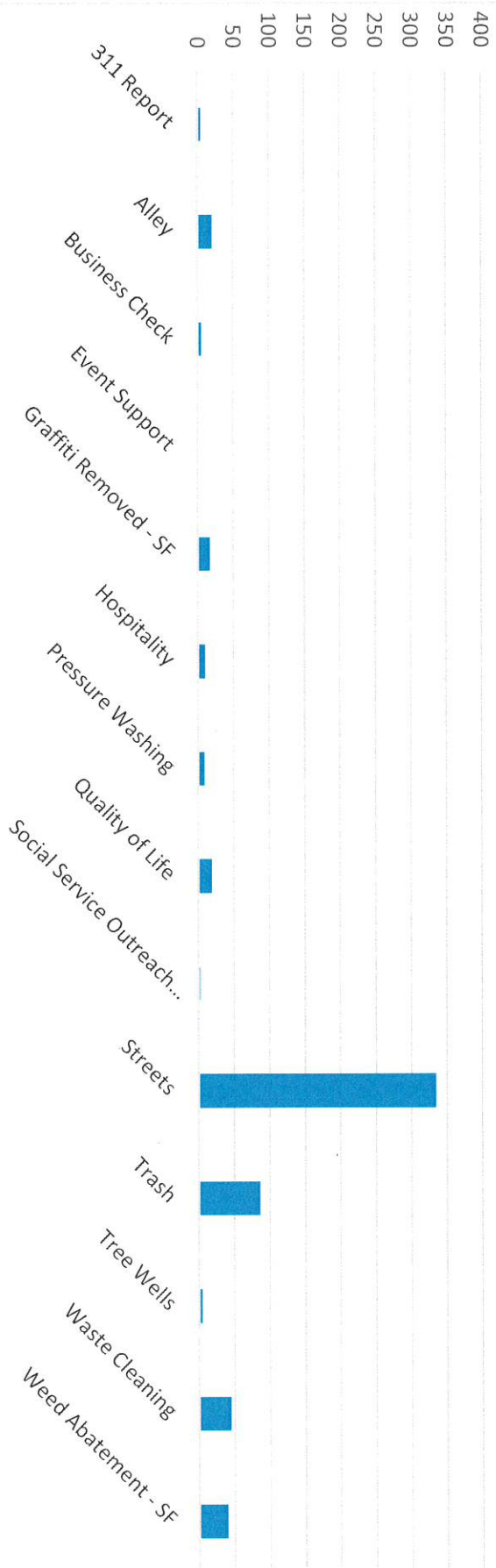
Upcoming Events

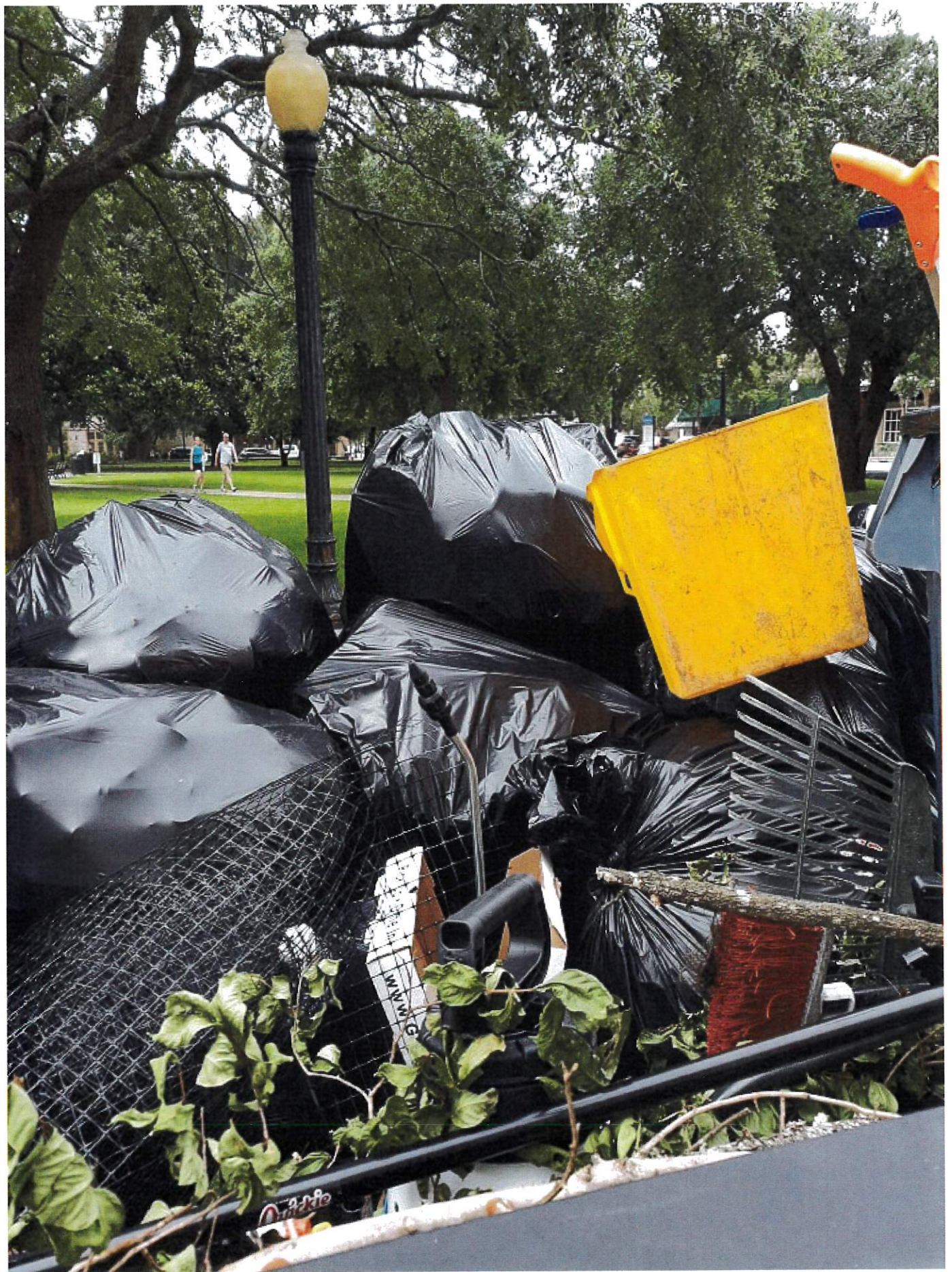
- a. Charles Marohn and Quint Studer, "What the future looks like and what leaders can do to help their communities," April 28, 3:00 p.m., free Webinar
- b. EntreCon – Pensacola Little Theater, \$275 and up, registration required, November 18 & 19

Public Comment – None

Adjournment – The meeting was adjourned at 9:30 a.m.

April - 2020 Street Ambassador Tasks













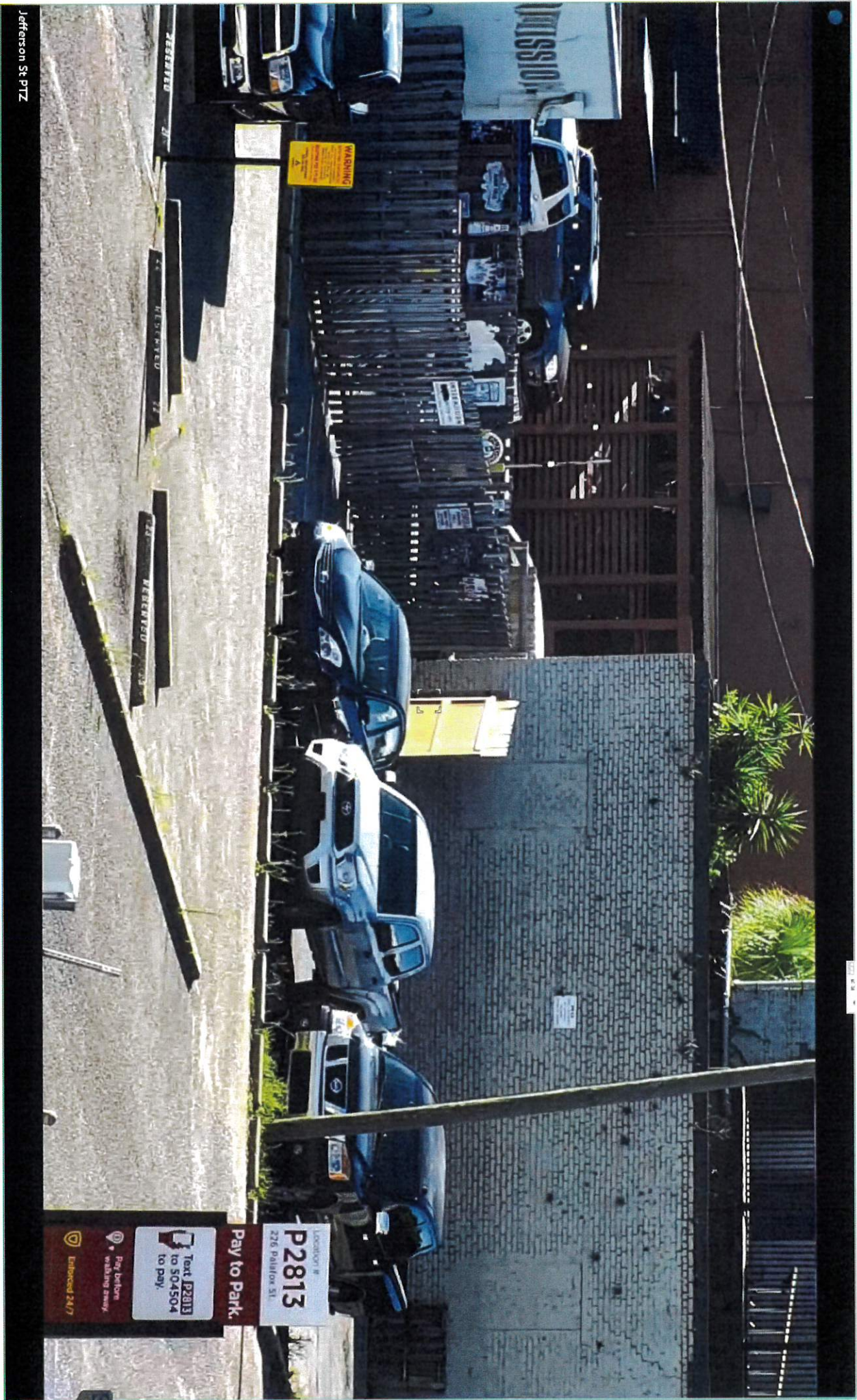








Security Camera View



Jefferson St PTZ

DOWNTOWN RECOVERY BREAK-OUT SESSION RESULTS:

All meetings were facilitated by Michael Carro and Lissa Dees

Attendance:

5/15/20 8:00am: Jason Mosley, Mark Bednar, Danny Zimmern, Jennifer Bailey, Don Redhead

5/15/20 2:00pm: Patrick Elebash

5/16 9:00am: Rob Overton

5/18 12:00pm: Susan Waters, Ruth Cornelius, Samantha Breedlove, Maria Goldberg, Greg Darden

5/19 5:30pm: Julia Ussery, Katy Nagel, Katie Bosso, Corbett Davis, Teri Levin, Harry Levin, Mari Carmen Josephs

- ❖ For any changes or modifications, the City or DIB decides to implement - each group requested that a benchmark be established to gauge the success or failure of that idea before implementation. Moreover, that the City and/or DIB not be afraid to pull the plug if the idea does meet the requirements of the benchmark.

Temporary Recommendations for City:

1. More enforcement of businesses not following CDC guidelines
2. Ordinance that restricts panhandling near outdoor dining and business store front areas (does not allow for safe social distancing and makes guest feel unsafe).
3. Convert parallel parking on Palafox between Garden and Main to 15-20min drop-off pick-up only zone: businesses can allow for curbside customer service, delivery pick-up or drop off areas for those who cannot walk long distances.
4. Improved use of City Greenspaces : Allow restaurants to 'opt-in' to putting table and chairs in City Parks for outdoor pick-up or delivery dining (opt-in would convey that restaurant is responsible for providing, cleaning and maintaining furniture and area) signs in the greenspaces would indicate how the space should be used and how many people can safely occupy the space.

Recommendations for DIB:

1. Create a business Plan of Action for future natural disasters or pandemics
2. Incentive program to promote businesses
3. Create a private Instagram page for businesses to share information from City and DIB
4. Host a Zoom meeting to walk businesses through the DIB website
5. Create a guide for greenspaces throughout Downtown
6. Create a sharable link to the 'greenspace' guide that merchants can use on their websites to help spread the word

Long Term Recommendations to Improve Downtown:

1. Community App – tells story of PNS and where to shop, dine, events, historical sites, tours etc....
2. Clean and safe public restrooms
3. Convert Zarragossa from Tarragona to Adams to into pedestrian only zone – (little impact on businesses) allow LTU for street use during certain hours and work with UWFHT to activate their full 9-acre area into the City's pedestrian zone.
4. Improved Wayfinding signs for walking tours, bathrooms, historical landmarks etc...
5. Kiosk at Casio Beach with Downtown tourism information and Kiosk in Downtown with Beach information
6. Community App – tells story of PNS and where to shop, dine, events, historical sites, tours etc....
7. Trash cans available on each block & each side of the street
8. Reduce speed on Palafox – post the speed limit and enforce
9. Enforce No-skateboarding on sidewalks
10. Enforce noise ordinance – motorcycles and loud cars
11. Create walkable street in Belmont/ DeVilliers area

Full List of suggestions:

- 1.) Designate spaces per block for 15min pick-up / delivery drivers
- 2.) Block off all parking on Palafox and allow for merchant use – define when this end
- 3.) Install portable toilets in locations that offer minimal impacts to businesses
- 4.) Install handwashing stations throughout the city and greenspaces
- 5.) Allow restaurants to 'opt-in' to putting table and chairs in City Parks for outdoor pick-up or delivery dining – opt-in would convey that restaurant is responsible for providing, cleaning and maintaining furniture and area.
- 6.) Convert all parallel parking on Palafox (Garden to Main) to 15-20min curbside pick-up delivery
- 7.) Relax code restrictions on LTU use of sidewalks and Parking lots
- 8.) As a last resort - Limit the closure of Palafox to: 6pm to 6am on Friday and Saturday or Sundays and provide ample advance notification to businesses so they adjust accordingly.
- 9.) Better utilization of green space throughout the City for seating, music, exercise classes etc.
- 10.) Turn Zarragossa from Tarragona to Adams to into pedestrian only zone – (little impact on to businesses) allow LTU for street use during certain hours.
- 11.) Improved Wayfinding signs for walking tours, bathrooms, historical landmarks etc...
- 12.) Kiosk at Casio Beach with Downtown tourism information and Kiosk in Downtown with Beach information
- 13.) Community App – tells story of PNS and where to shop, dine, events, historical sites, tours etc....
- 14.) Work with UWFHT to activate their 9-acre area into pedestrian zone
- 15.) Ordinance that restricts panhandling near outdoor dining and business store front areas
- 16.) More beautification efforts to promote downtown as safe - clean-happy- fun & pretty
- 17.) Trash cans available on each block – each side of the street
- 18.) More enforcement of businesses not following CDC guidelines
- 19.) Retail - 2nd Saturday or 3rd Thursday multiple streets closed to promote retail foot-traffic and being outdoors downtown. Not exclusive to Palafox Street (examples 2nd Sat 11-3pm) or (3rd Thurs 4-9pm)
- 20.) Signs in greenspaces indicating how many people the space can hold and what the space can be used for i.e. Picnic, sports, lounging
- 21.) Create a guide for greenspaces throughout the City
- 22.) Link to the 'greenspace' guide that merchants can use on their websites to help spread the word
- 23.) Reduce speed on Palafox – post the speed limit and enforce
- 24.) Create a Plan of Action for future natural disasters or pandemics
- 25.) Incentive program to promote businesses
- 26.) Create a private Instagram page for businesses to share information from City and DIB
- 27.) Host a Zoom meeting to walk businesses through the DIB website
- 28.) Do not make any changes and allow the community to come back organically
- 29.) Enforce No-skateboarding on sidewalks
- 30.) Enforce noise ordinance – motorcycles and loud cars
- 31.) Create walkable street in Belmont/ DeVilliers area
- 32.) Close side streets or streets on the perimeter of Palafox to cars – do not close Palafox – will spread the visitors out to other streets, will promote businesses in other areas and overall it helps all the downtown area, not just Palafox.

MEMORANDUM OF
UNDERSTANDING BETWEEN
CITY OF PENSACOLA, FLORIDA
AND
DOWNTOWN IMPROVEMENT BOARD

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of 26 day of May, 2020, by and between the City of Pensacola, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502 and the Pensacola Downtown Improvement Board of Pensacola, Florida, a public body corporate and politic of the State of Florida (hereinafter referred to as the "DIB"), with administrative offices at 226 South Palafox Street, Suite 106, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WITNESSETH:

WHEREAS, the DIB was created through an act of the Legislature of the State of Florida for the purpose of correcting blight, preserving and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential investment, beautifying Downtown Pensacola, and marketing and promoting Downtown Pensacola to attract more customers, clients, residents, and other users of Downtown Pensacola; and

WHEREAS, Ordinance 47-72 sets out the location and boundaries of the taxing district in the downtown area in the City of Pensacola, Escambia County, Florida (hereinafter referred to as the "DIB District"); and

WHEREAS, the Pensacola Downtown Improvement Board Act authorizes the DIB to enter into agreements with other governmental agencies or public bodies; and

WHEREAS, the DIB wishes to develop and implement Community Policing Innovations which for this agreement is 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 DIB 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 DIB by focusing resources upon Community Policing Innovations in an effort to reduce crime within the DIB District; and the City and the DIB 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 DIB District, benefit the local economy, and be of substantial benefit to the DIB and the City by jointly undertaking community policing innovations within the DIB District;

WHEREAS, the parties desire to enter into an MOU setting forth the terms, conditions and responsibilities of a coordinated and collective effort to redevelop the DIB District through Community Policing Innovations; and

WHEREAS, the parties 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 terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1: Purpose

1.1 Purpose.

The recitals contained in the preamble of this MOU are declared to be true and correct and are hereby incorporated into this MOU. It is also the purpose of this MOU to define and delineate the responsibilities and obligations of the parties to this MOU, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this MOU.

Article 2: Project

2.1 Description.

The Project consists of the City providing Community Policing Innovation services within the DIB District, such boundaries defined by Ordinance No. 47-72, adopted by the City Council on September 28, 1972, and in consideration of such services, the DIB Payments to the City.

2.2 Community Policing Innovation Services.

In order to supplement the current policing services in the downtown area, the Pensacola Police Department ("PPD") shall assign two (2) police officers to the DIB District. These officers will be in addition to the normal policing services provided in the area. Officers will provide an additional 80 hours of policing services in the DIB District per 28 day cycle less any City approved time off. The Police Chief retains the authority to assign the specific work days and times of these officers.

2.2 Project Administration.

The City, in consultation and cooperation with the DIB, shall be responsible for and shall oversee the administration of the Project.

2.3 DIB Payments.

The parties mutually acknowledge and agree that for any given fiscal year (October 1st through September 31st) the DIB will be responsible for up to \$60,000 of aggregate cost for the undertaking of the Project as described in Section 2.1. The City shall provide DIB quarterly invoices in the amount of \$15,000. Within 30 days of receipt of periodic invoices from the City, the DIB shall make payment to the City.

Article 3: General Provisions

3.1 Term and Termination.

(a) This MOU shall remain in place until terminated, but for no longer than three (3) years from its inception.

(b) This MOU may be terminated, for convenience, at any time.

3.2 Headings.

Headings and subtitles used throughout this MOU are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.3 Survival:

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this MOU, shall survive the termination of this MOU.

3.4 Governing Law.

This MOU shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this MOU shall be in the City of Escambia.

3.5 Severability.

The invalidity or non-enforceability of any portion or provision of this MOU shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this MOU and the balance hereof shall be construed to enforced as if this MOU did not contain such invalid or unenforceable portion of provision.

3.6 Further Documents.

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this MOU.

3.7 No Waiver.

The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this MOU.

3.8 Notices.

All notices required or made pursuant to this MOU by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE CITY

City Administrator
222 West Main Street
Pensacola, FL 32502

TO THE DIB

Executive Director
226 South Palafox Street, Suite 106
Pensacola, FL 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

3.9 Liability.

The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City and DIB, as public agencies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this MOU.

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU on the respective dates, under each signature.

PENSACOLA DOWNTOWN IMPROVEMENT
BOARD

CITY OF PENSACOLA, FLORIDA

Chairman

Mayor, Grover C. Robinson, IV

Attest



Secretary

City Clerk, Ericka L. Burnett

Approved As To Substance:

Tommi S. Lyter, Chief of Police

Legal in form and valid as drawn:

City Attorney