



VINCE J. WHIBBS SR. COMMUNITY
MaritimePark[™]
PENSACOLA, FL

COMMUNITY MARITIME PARK ASSOCIATES, INC.

BOARD OF TRUSTEES MEETING

Wednesday, March 22, 2017 – 1:30 P.M.

AGENDA

- I. Call to Order – Chairman's Comments
- II. Approval of the Minutes
- III. Open Forum
- IV. Structural Review of the Stadium
- V. New Market Tax Credit Unwind
- VI. Legal Counsel Update
- VII. CMPA Committee Reports
 - A. Design Committee – Did not meet
 - B. Operations and Audit Committee – Did not meet
 - C. Executive Committee – Did not meet
- VIII. Old Business
- IX. New Business
- X. Adjourn



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The CMPA Board of Trustees of the Community Maritime Park Associates, Inc. was called to order at 1:30 P.M. on February 15, 2017. Present at the meeting were Mr. Jim Reeves (left 3:30), John Merting, Ms. Ann Hill, Dr. Jimmy Jones, Mr. James Smith (left 3:30), Mr. Mark Taylor (arrived at 1:34), Kelly Wieczorek (left 3:06), Amy Klotz, Ms. Alexis Bolin (left 3:30) and Mr. Fred Gunther. Absent from the meeting were Mr. Buddy McCormick, Jr. Also present was Mandy Bills, CMPA Executive Assistant, Robbie McGuire, Building Construction and Facilities Manager, Tonya Vaden, Marketing Coordinator, and Justin Paul, Special Events Coordinator, from the City of Pensacola. CMPA Legal Counsel Ms. Lisa Minshew (arrived at 1:36) was also present. The meeting was properly noticed and open to the public. These minutes are a synopsis of the actions taken at that meeting and are not intended as verbatim minutes.

- I. Chairman Reeves called the meeting to order at 1:30 p.m.
- II. Chairman Reeves called for any corrections, additions, or deletions to the minutes of the previous meeting on January 18, 2017. Mr. Merting moved to approve the minutes and Ms. Klotz seconded the motion. Without objection, the minutes then passed unanimously (9-0).
- III. Open Forum

No discussion was brought forth.
- IV. Chairman Reeves called on Mr. Tom Paux from Brix Design to present the proposed sign and cost information. The proposed sign has been previously presented to the Planning Board which gave conceptual approval for the design and size of the sign. Mr. Paux laid out a mock sign in front of the Stormwater Pond at the Maritime Park depicting both the three foot and the four foot letters to enable the Board to better visualize the sign and determine the appropriate letter

size. After some discussion, the Board agreed that the four foot letter size would allow for the best visualization of the sign. The cost estimated for the four foot letter sign is approximately \$109,000.

Ms. Hill made a motion to approve the sign in principle. Ms. Bolin seconded the motion.

After some discussion, Ms. Wieczorek recommended approving the design services for the sign in order to get the required plans and permit documents to seek final approval from the Planning Board.

Ms. Hill restated the motion to approve the design of the sign and to authorize design services in order to obtain what is needed to present to the Planning Board. Ms. Wieczorek seconded the motion.

After more discussion, Mr. Gunther made a substitute motion to include that the Board authorize an amount not to exceed \$5,000 for the design of the sign including any plans or permit drawings that may be necessary to present to the Planning Board for final approval. Mr. Merting seconded the motion and it passed 8-1 with Mr. Taylor dissenting and Chairman Reeves abstaining.

- V. Chairman Reeves called on Tonya Vaden to present the Maritime Park Marketing Update. Ms. Vaden stated that she promotes and advertises the Maritime Park and all Community Events occurring at the Maritime Park in such mediums as radio, magazines, television and the internet including: Cat Country, Cumulus Radio, Cox Media, Gosport, Splash Magazine and the internet. Other sources of advertising that Ms. Vaden also noted were the City of Pensacola's Activity Guide/Play Book, Flyers/Posters in Recreation Centers, press releases and social media including Facebook and Twitter. She broke down the Marketing Budget of \$30,000 into four categories: Radio 34%, Cable TV 8%, Print 48% and Misc. 10%. Ms. Vaden stated that they are going through a rebranding of several events including Hilly-Kelly Movies in the Park since the function became so popular that they had to move the event into the amphitheater area and it is no longer a drive in event.
- VI. Chairman Reeves called on Lisa Minshew to present the Legal Counsel Update. Ms. Minshew stated that under the Multiuse Facility Agreement the CMPA is required to conduct a structural review every 5 years as well as an annual walk

through with NFPB. Ms. Bills noted that the annual walk through with NFPB has occurred annually and that she would check into the structural review. Ms. Minshew requested that the performance of these events be documented for the record.

Ms. Minshew then stated that she has continued to work on resolving the Maritime One, LLC issue regarding the cost for relocating the irrigation line. The CMPA paid approximately \$35,000 in repairs. Ms. Minshew filed a claim of lien back in September, 2016 against Maritime One. Williams Brown and Maritime One have offered to settle in the amount of \$20,000 to have claim of lien removed. Ms. Minshew has prepared a settlement agreement between the parties and it is currently being executed. It is Ms. Minshew's recommendation that the Board of Trustees make a motion to authorize the Chairman to execute the Satisfaction of Claim of Lien and the Settlement Agreement contingent upon proof of the funds clearing the bank. Mr. Merting made the motion. Mr. Taylor seconded the motion and it passed unanimously (10-0).

VII. CMPA Committee Reports

A. Design Committee

No additional business was brought forth.

B. Operations and Audit Committee

Mr. Merting called on Randall Wells, CPA, representative of the Blue Wahoos, to present and review the details of the proposed new video board to replace the existing scoreboard/videoboard at the stadium that he had proposed at the Operations and Audit Committee meeting on February 13, 2017.

Mr. Wells stated that the Blue Wahoos have been unable to receive an extended warranty on the existing scoreboard/video board which has led them to research other options. The best option they have discovered is replacing the existing scoreboard/video board with a new video board in the amount of \$250,000 which comes with a ten year warranty on parts and a two year warranty on labor. The Blue Wahoos would like for the CMPA to pay \$125,000 over the next five years to help fund this new video board. Mr. Wells stated that the University of West Florida is also willing to donate \$5,000 per year for the

next three years. He believes that the amount requested would not exceed the potential repair costs of the existing scoreboard/video board. Mr. Wells stated the Blue Wahoos were unable to find any entity that was interested in purchasing the old scoreboard/video board at this point, but suggested that it could be used for advertising on the outside of the stadium. The fee for relocating the old scoreboard/video board would be approximately \$27,000.

Mr. Merting stated that the Operations and Audit Committee made a motion to make a recommendation to the Board of Trustees to replace the existing scoreboard/video board with a new video board if the CMPA is able to pay \$100,000 versus \$125,000 over the five years. With that the being the recommendation of the Committee, Mr. Merting made the motion. Mr. Taylor seconded the motion.

After some discussion, Mr. Gunther made the following substitute motion:

1. That CMPA reimburse NFPB \$100,000 over 10 years (\$10,000 annually) from the Repair and Maintenance Fund. If NFPB does not renew its lease in five years, CMPA will not be required to reimburse the last \$50,000 (only contributing \$10,000 per year while lease is in place).
2. If the existing scoreboard is sold, CMPA and NFPB equally split the sales proceeds.
3. If the existing scoreboard is moved to the exterior, NFPB will be responsible for any and all permitting, installation and maintenance of the scoreboard. In addition, the scoreboard can only be moved to the exterior of the stadium if city staff can provide an accurate estimate of the annual power usage and cost created by the scoreboard and NFPB agrees to cover the entire cost.
4. In the event the scoreboard stops working or NFPB does not want to continue to pay cost utilities, NFPB agrees to remove the scoreboard and repair any damage resulting from the removal at its cost and expense.
5. If NFPB installs the scoreboard on the exterior of the stadium and sells advertising, NFPB agrees that 20% of all gross revenue from the scoreboard is paid to CMPA.
6. CMPA's approval and contribution towards the new videoboard is contingent upon NFPB agreeing to release \$109,000 from the Capital Maintenance and Repair Fund to pay for the Maritime Park Sign.

Mr. Merting seconded the motion. After some discussion, Mr. Gunther restated the motion with a few modifications.

1. CMPA agrees to reimburse NFPB a \$100,000 over 8 years (\$12,500 annually) to be paid out of the Repair and Maintenance Fund. If NFPB does not renew its lease in five years, CMPA will not be required to reimburse the last \$37,500 (only contributing \$12,500 per year while lease is in place).
2. If the existing scoreboard is sold, CMPA and NFPB equally split the sales proceeds.
3. If the existing scoreboard is moved to the exterior, NFPB will be responsible for any and all permitting, installation and maintenance of said scoreboard. In addition, the scoreboard can only be moved to the exterior of the stadium if city staff can provide an accurate estimate of the annual power usage and cost created by the scoreboard and NFPB agrees to cover the entire cost.
4. In the event the scoreboard stops working or NFPB does not want to continue to pay cost utilities, NFPB agrees to remove the scoreboard and repair any damage resulting from the removal at its cost and expense.
5. If NFPB installs the scoreboard on the exterior of the stadium and sells advertising, NFPB agrees that 20% of all gross revenue from the scoreboard is paid to CMPA or agrees to allow CMPA to advertise on the scoreboard.
6. CMPA's approval and contribution towards the new videoboard is contingent upon NFPB agreeing to release \$109,000 from the Capital Maintenance and Repair Fund to pay for the Maritime Park Sign.
7. CMPA shall approve the location of the old board.
8. The approval is contingent on CMPA Legal Counsel review of the warranty for the new videoboard.

Ms. Bolin made a motion to table the discussion of the proposed new video board. Dr. Jones seconded the motion. The motion failed (2-7) with Dr. Jones and Ms. Bolin assenting.

Discussion continued concerning Mr. Gunther's motion with Mr. Taylor offering 3 friendly amendments: the payment term should be 5 years rather than 8 years, the old scoreboard should be kept at the stadium and the provision for the 20% share of the advertising revenue from the old scoreboard should be eliminated replacing it with the CMPA receiving 20% of the advertising display to promote Community Events. Mr. Gunther accepted the revision to the motion concerning the advertising display only.

The motion failed (2-7) with Mr. Gunther and Ms. Hill assenting.

The main motion was restated. That the Board of Trustees approve replacing the existing scoreboard/video board with a new video board and that the CMPA reimburse NFPB \$100,000 over 5 years (\$20,000 annually). The motion passed (8-1) with Mr. Gunther dissenting.

Mr. Merting made a motion that NFPB be responsible for all labor costs associated with the new videoboard for years 3, 4 and 5 once the initial labor warranty expires. Additionally, that relocation of the old scoreboard within the Maritime Park be subject to CMPA approval. Further that NFPB be responsible for any acts of God not covered under the warranty and that the approval is subject to the CMPA Legal Counsel's review of the warranty on the new videoboard. Mr. Taylor seconded the motion. The motion passed unanimously (9-0).

Mr. Gunther made an additional motion stating that the previous motions be contingent upon NFPB agreeing to release up to \$109,000 from the Capital Maintenance and Repair Fund for the Maritime Park Sign and that the CMPA retain 20% of the advertising space on the exterior sign if it is put up. Ms. Hill seconded the motion and it passed (6-2) with Chairman Reeves and Ms. Klotz dissenting and Mr. Taylor absent for the vote.

Vice-Chairman Jones began presiding over the meeting.

Mr. Merting then continued with the Operations and Audit Committee Report. He stated that the passenger elevator at the Stadium is frequently getting stuck between floors with passengers in the elevator. Mr. McGuire was authorized at the January 19, 2017 Board of Trustees Meeting to engage ThyssenKrupp, the elevator manufacturer, to diagnose the issue and determine the cost to repair the elevator. Mr. McGuire stated that ThyssenKrupp has now completed the assessment and has determined that three circuit boards and software upgrades are needed for a total cost of \$8,987.

Mr. Merting moved to accept ThyssenKrupp's quote for repairs. Mr. Taylor seconded the motion and it passed (6-0).

C. Executive Committee – Did not meet

X. Old Business

Mr. Taylor requested an update regarding the Marina Grants. Mr. Merting updated Mr. Taylor with the latest report including the potential grants that Mr. Hemphill is currently working on:

- Brownsfield Grant – the grant will help remove debris south of the bulkhead located behind the Community Maritime Park. Over 450 obstructions have been located in this area. The funds have been already awarded.
- FWC – Mr. Hemphill will submit an application later this year. This is a grant for transient boating with a 75/25 match.
- FRDAP – Mr. Hemphill will submit an application later this year. This grant will help fund the marina itself and possibly some amenities such as a kayak launch.

Mr. Merting mentioned that Mr. Hemphill also discussed the Boating Improvement Trust Fund that could become an interlocal discussion between the City of Pensacola and Escambia County.

XI. New Business

No old business was brought forth.

XI. The meeting was adjourned at 3:35 p.m.

Respectfully submitted, Ms. Ann Hill, Secretary



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MEMORANDUM

TO: CMPA Board of Trustees
THRU: Jim Reeves, Chairman
FROM: Mandy Bills, Executive Assistant
Robbie McGuire, Building Construction and Facilities Manager
DATE: March 22, 2017
SUBJECT: Item IV – Structural Review of the Stadium

RECOMMENDATION:

That the CMPA Board of Trustees approve engaging Joe DeReuil Associates to perform the five (5) year structural review of the Stadium.

BACKGROUND:

Section 12(i) of the Multi-Use Facility Non-exclusive Use Agreement (Use Agreement) between CMPA and Northwest Florida Professional Baseball (NFPB) states that a periodic structural review of the multi-use facility (Stadium) should be conducted every five (5) years to ensure that the Stadium maintains its structural integrity in compliance with all applicable laws, codes and regulations.

CMPA Staff recommends that Joe DeReuil Associates, the structural engineer of record for the Stadium, be engaged to perform the structural review. The scope of work will include an inspection and report listing all structural issues found including descriptions, photographs and a recommended course of action. The estimated cost for the inspection and report is \$1,800.



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MEMORANDUM

TO: CMPA Board of Trustees
THRU: Jim Reeves, Chairman
FROM: Mandy Bills, Executive Assistant
DATE: March 22, 2017
SUBJECT: Item V – New Market Tax Credit Unwind

RECOMMENDATION:

That the CMPA Board of Trustees authorize Chairman Reeves to execute all documents and take all action necessary associated with unwinding the New Market Tax Credit transaction, included but not limited to executing an Interlocal Agreement with the City and Community Redevelopment Agency to terminate the Project Support payments. Further that the Board authorize the Chairman to distribute CMPA's assets to the City as outlined in CMPA's Articles of Incorporation and wrap up the financial affairs of the CMPA.

BACKGROUND:

In order to finance the development and construction of the public improvements at the Maritime Park, the City of Pensacola issued bonds in December 2009. Approximately \$39.8 million of the bond proceeds were loaned by the City to CTA Investment Fund, LLC (the "Investor") and combined with other funds of the Investor to make equity investments in three separate Community Development Entities ("CDEs") to take advantage of New Market Tax Credits (NMTC) under Section 45D of the Internal Revenue Code of 1986 and Section 288 of the Florida Statutes.

With these funds, the CDEs made loans to the CMPA on May 27, 2010 totaling approximately \$54 million to finance the public use portion of the Maritime Park. The loans have required monthly interest payments which have been paid from Project Support payments received from the City's Community Redevelopment

Agency (CRA). Effective July 1, 2017, monthly principal payments will begin and continue through final maturity in 2040 unless the NMTC structure is collapsed.

In connection with the leveraged loans to the Investor, the City entered into a “put and call” agreement with U.S. Bancorp Community Development Corporation (USBCDC), the owner of 100% of the CTA Investment Fund. The agreement allows the USBCDC to “put” its interest in the CTA Investment to the City. If USBCDC exercises this option, the City will pay a purchase price of \$1,000 plus any transfer or closing costs. In the event the “put” is not exercised, the City can exercise a “call” option to purchase the ownership interest in an amount equal to the fair value of the interest.

The “put and call” option becomes exercisable after May 27, 2017, seven (7) years after the NMTC transaction originated. Per conversations with USBCDC, it is contemplated that the “put” option will be exercised and therefore City Staff has been consulting with NMTC attorneys in preparation of the exit strategy. Once the “put” option is exercised, the City will own the CTA Investment Fund and have the option of forgiving the loan to the CDE. The CDE is not responsible for any of the costs associated with the NMTC unwind transaction or the forgiveness of the loans.

Upon loan forgiveness, the NMTC structure will be collapsed and the compliance requirements will no longer be in effect. At that time a Supplemental Interlocal Agreement will need to be executed to terminate the Project Support payments from the CRA to the CDE since the loans will be forgiven. Finally the CDE Management Reserve bank accounts funded during origination of the NMTC transaction to pay the CDE annual loan servicing will be exhausted when the final payment is paid to the CDEs on May 1, 2017.



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MEMORANDUM

FOR DISCUSSION

TO: CMPA Board of Trustees
THRU: Jim Reeves, Chairman
FROM: Mandy Bills, Executive Assistant
DATE: March 22, 2017
SUBJECT: Item VI – Legal Counsel Update

CMPA Legal Counsel, Ms. Lisa Minshew, will provide a legal update.