

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2017 by and between **CITY OF PENSACOLA**, a Florida municipal corporation ("City") and **PARSCO, LLC**, a Florida limited liability company ("ParsCo").

RECITALS:

WHEREAS City is the owner in fee simple of the land on which the Blount School was once located, which land is more particularly described as Lots 1 through 30, inclusive, Block 18, Maxent Tract, City of Pensacola, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906 (the "Land"), a copy of such map being attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, City desires for the Land to be developed for residential use, thereby enhancing City's tax base, creating construction and ancillary jobs, and increasing the number of residential dwellings within the city limits;

WHEREAS City issued a Request for Proposal, RFP #17-021, "Former Blount School Land Sale and Redevelopment" (the "RFP"), a copy of which RFP is attached hereto as Exhibit "2" and incorporated herein by reference, for purposes of obtaining and evaluating proposals to accomplish City's desire to have this vacant Land redeveloped into taxable residential property providing housing for Pensacola residents; and

WHEREAS ParsCo submitted its Response to Request for Proposal, RFP #17-021 (the "Response"), a copy of which is attached hereto as Exhibit "3" and incorporated herein by reference; and

WHEREAS the selection committee appointed to evaluate competitive proposals ranked ParsCo as the top-ranked respondent; and

WHEREAS the selection committee's rankings were forwarded to the Mayor of City with a request that the Mayor approve such rankings; and

WHEREAS the Mayor has approved such rankings; and

WHEREAS City Council has approved the selection committee's rankings and has authorized the Mayor to negotiate a contract and development agreement with ParsCo; and

WHEREAS this Agreement is being entered into pursuant to the RFP and the Response and after negotiations with ParsCo as authorized by City Council; and

WHEREAS City wishes to sell the Land to ParsCo, and ParsCo wishes to purchase the Land from City, for purposes of developing the Land in accordance with and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

(a) Sale and Purchase. City hereby agrees to sell the Land to ParsCo, and ParsCo hereby agrees to purchase the Land from City, upon the terms and subject to the conditions set forth in this Agreement.

2. Purchase Price. The purchase price of the Land shall be TWO HUNDRED EIGHT THOUSAND AND 00/100 DOLLARS (\$208,000.00) (the "Purchase Price") and shall be payable as follows:

- (a) The Deposit (as defined in Section 3 below) shall be applied to the Purchase Price at Closing; and
- (b) ParsCo shall execute and deliver to City a purchase money note in the principal amount of \$48,000.00 secured by a first priority purchase money mortgage upon the "City Incentive Lots" (as defined in Section 10(f) below), which note and mortgage shall be upon the terms and conditions set forth in Section 4 below; and
- (c) The remaining balance of the Purchase Price, subject to adjustment by the closing costs and prorations provided for elsewhere in this Agreement, shall be paid in good and immediately available U. S. dollars by certified check payable to City or, at City's election in its sole discretion, by wire transfer.

City and ParsCo acknowledge and agree that the Purchase Price is the sum of (i) the cash purchase price per Lot offered by ParsCo in the Response (\$6,666.67 per Lot) for the twenty-four (24) "Standard Lots" (as defined in Section 10(h) below) and (ii) the deferred purchase price offered by ParsCo in the Response (\$8,000.00 per Lot) for the six (6) City Incentive Lots".

3. Deposit. Simultaneously with ParsCo's execution of this Agreement, ParsCo shall deposit with McDonald Fleming Moorhead, Attorneys at Law, Pensacola, Florida ("Closing Agent") the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) (the "Deposit"). The Deposit shall be held in Closing Agent's Florida Bar IOTA account and shall be non-interest bearing to City and ParsCo. The Deposit shall be held and disbursed only in accordance with the terms and conditions of this Agreement.

4. Purchase Money Note and Mortgage. The Purchase Money Note and Mortgage shall include the following terms and conditions, together with other normal and customary terms and provisions:

- (a) The principal amount of the Note shall be \$48,000.00.
- (b) The interest rate under the Note shall be the fixed rate of five percent (5.0%) per annum.
- (c) The Mortgage shall encumber the six (6) City Incentive Lots; provided that ParsCo shall be entitled to substitute Standard Lots for City Incentive Lots on a one-for-one basis, subject to the prior written approval of the Mayor of the City or the “Mayor’s Designee” (as defined in Section 22 below), such approval not to be unreasonably withheld.
- (d) The Mortgage shall include a customary “due on sale provision”; provided that at the closing of the sale of a Lot encumbered by the Mortgage pursuant to a residential sales agreement that complies with the requirements of this Agreement, ParsCo shall pay to City the sum of (1) \$8,000.00 per Lot and (2) all interest then accrued and unpaid on such \$8,000.00 principal amount, and City shall release such Lot from the Mortgage promptly upon the receipt of such payment. Notwithstanding the foregoing, the Mayor or the Mayor’s Designee, in his or her sole discretion, may elect to accept less than the full sum required under the preceding sentence, in which event ParsCo shall provide the purchaser of such lot and house a dollar-for-dollar reduction in the purchase price.
- (e) All unpaid principal and interest on the Note shall be due and payable in full five years after the date of the Closing (as defined in Section 7 below).
- (f) In the event that more than three (3) of the City Incentive Lots remain encumbered by the Mortgage thirty (30) months after the date of Closing, City shall have the right, but not the obligation, to re-purchase up to such number of such Lots in excess of three for the purchase price of \$8,000.00 per Lot.
- (g) City shall have the right, but not the obligation, to re-purchase any or all City Incentive Lots that remain encumbered by the Mortgage five (5) years after the date of Closing for the purchase price of \$8,000.00 per Lot.
- (h) The Mortgage shall be subject and subordinate to the covenants, conditions and restrictions set forth in the special warranty deed from City to ParsCo as provided in this Agreement.

5. Due Diligence Period. ParsCo shall have the right, subject to the terms herein, during normal business hours for a period of time commencing on the Effective Date and continuing for

a period of ninety (90) days (the “Due Diligence Period”) to enter upon, inspect and investigate the Land to determine whether or not the same is satisfactory to ParsCo. If ParsCo shall be dissatisfied with the Land, ParsCo shall be entitled, as its sole remedy, to terminate this Agreement by giving written notice to City on or before the expiration of the Due Diligence Period, whereupon this Agreement shall terminate, the Deposit shall be promptly returned to ParsCo, and the parties shall be released and relieved from further liability hereunder.

6. Entry and Inspection. During the Due Diligence Period, City shall make the Land available for inspection by ParsCo during daylight hours and upon reasonable notice and shall, upon ParsCo’s request, make available to ParsCo for inspection and copying all surveys, reports, studies and other documentation pertaining to the Land in City’s possession or control. During the Due Diligence Period, ParsCo may, at ParsCo’s sole risk and expense, undertake a complete physical inspection of the Land as ParsCo deems appropriate, including but not limited to surveys, soil tests and environmental audits; provided, however, that any such inspection does not cause any permanent damage to the Land. All such inspections, investigations and examinations shall be undertaken at ParsCo’s sole cost and expense. ParsCo will coordinate all on-site inspections with City. After completing any inspections, ParsCo shall restore and repair any damage caused by ParsCo’s inspections. ParsCo hereby agrees to indemnify and hold City harmless from any and all damages or claims brought against City in connection with ParsCo’s inspections, investigations or examinations on the Land.

7. Closing. The delivery of the deed and other documents, the payment of the remainder of the Purchase Price and the consummation of the transactions contemplated by this Agreement (collectively, the “Closing”) shall take place at the offices of Closing Agent, 127 Palafox Place, Suite 500, Pensacola, Florida, at 2:00 p.m. on the fifteenth (15th) day after the expiration of the Due Diligence Period, or such earlier date and time as the parties may mutually agree (the “Closing Date”).

8. Management, Ownership and Control of ParsCo; Assignment by ParsCo.

(a) ParsCo acknowledges and agrees that the identities of the persons who manage, own and control ParsCo are a material inducement for City to enter into this Agreement and to consummate the transactions contemplated by this Agreement. ParsCo hereby represents and warrants to City that the following persons are all of the members and managers of ParsCo, that the percentage ownership and voting control of each such person is as indicated below, and that no other person or entity holds any ownership in or control of ParsCo:

(i) Members: Amir M. Fooladi (100%)

(ii) Managers: Amir M. Fooladi (100%)

(b) ParsCo shall not make, suffer or permit any change in the management, ownership or control of ParsCo without the prior written approval of the

Mayor or the Mayor's Designee, which approval shall not be unreasonably withheld, conditioned or delayed.

- (c) ParsCo shall not transfer or assign this Agreement, in whole or in part, or of any of its legal or beneficial right, title or interest in, to or under this Agreement, to any other person or entity without the prior written approval of the Mayor or the Mayor's Designee, which approval may be given or withheld in the sole and absolute discretion of the Mayor or the Mayor's Designee. Notwithstanding the foregoing, ParsCo shall have the absolute right to assign this Agreement to an entity where such entity has the same management, ownership and control as ParsCo. In any event, ParsCo shall remain liable and obligated to City for the performance of this Agreement notwithstanding any such assignment.

9. ParsCo's Development Team. ParsCo acknowledges and agrees that the members of ParsCo's development team for the "Project" (as described in Section 10 below) are a material inducement for City to enter into this Agreement and to consummate the transactions contemplated by this Agreement. ParsCo hereby represents and warrants to City that ParsCo and Urban Infill Corporation will be the general contractors for the Project and that Voyage Real Estate, LLC will be the real estate sales and marketing firm for the Project. ParsCo shall not change such contractors or real estate sales and marketing firm without the prior written consent of the Mayor or the Mayor's Designee, which consent shall not be unreasonably withheld, conditioned, or delayed.

10. Project; ParsCo Development Obligations.

- (a) ParsCo represents and warrants to City that it has the financial resources, construction expertise, skills and other qualifications required to carry out its duties under this Agreement.
- (b) ParsCo, at its sole cost and expense, shall develop the Land as a single-family residential subdivision using the 30-Lot configuration of Lot 18, Maxent Tract, City of Pensacola, Florida, as shown on the map of said City copyrighted by Thomas C. Watson in 1906; provided that ParsCo may, at its election, create two-lot building parcels out of up to eight (8) Standard Lots, for a total of up to four (4) two-lot building parcels which shall be Standard Lots. With the prior written consent of the Mayor or the Mayor's Designee, in his or her sole discretion, ParsCo may combine additional Standard Lots into two-lot building parcels. No Lot may be subdivided into two or more building parcels.
- (c) ParsCo shall not enter into any agreement to convey, nor convey, any Lot except in combination with the construction on such Lot of a single-family residence complying with the requirements of this Agreement.
- (d) ParsCo shall not convey, or enter into a contract to convey, any Lot to any person or entity other than a person or persons who, at the time of such conveyance, intends

to occupy the single-family residence constructed thereon as his, her or their primary residence.

- (e) The exterior and aesthetic appearance of the single-family residences and related improvements initially constructed on the Land shall be subject to the prior written approval of the Mayor or the Mayor's Designee, which approval shall not be unreasonably withheld so long as such improvements comply with the requirements of this Agreement.
- (f) Each of Lots 4, 7, 13, 19, 22 and 28 is hereby designated as a "City Incentive Lot". The total purchase price paid by the buyer of a City Incentive Lot and the single-family residential dwelling to be constructed on such Lot shall not exceed \$189,000.00 after application of \$8,000 City incentive; no more than \$8,000.00 shall be allocable to land costs; and ParsCo shall pay the deed documentary stamp tax on the deed conveying each such City Incentive Lot. Further, the City Incentive Lots may be offered and sold only to persons with household incomes up to but not exceeding 120% of the median income as determined by the most recent income guidelines published by the U. S. Department of Housing and Urban Development. Subject to the buyer's compliance with all applicable requirements and criteria, the assistance to buyers of the City Incentive Lots will be provided to the buyer at the time of closing with a 0% Deferred Payment Loan evidenced and secured by a note and mortgage. The loan term will be for five years and will be forgiven 20% per year over the term of the note and mortgage assuming compliance with all mortgage requirements. The Mayor or the Mayor's Designee shall make the determination of a buyer's eligibility, and ParsCo shall be entitled to rely upon such determination. Subject to the prior written approval of the Mayor or the Mayor's Designee, which approval shall not be unreasonably withheld, ParsCo shall be entitled to substitute Standard Lots for City Incentive Lots on a one-for-one basis by ParsCo giving written notice of such substitution prior to ParsCo's entering into a residential sales contract for either the existing or the substituted City Incentive Lot.
- (g) Each single-family dwelling constructed on an City Incentive Lot shall contain at least two bedrooms and two full bathrooms and conform to the "cottage craftsman" style, shall contain approximately 1216 square feet of heated and cooled space and approximately 168 square feet of exterior porches for a total of approximately 1384 gross square feet, and shall otherwise comply with the standard specifications listed on page 5 of the Response and the Standard Features listed in Exhibit "D" to the Response. Further, parking shall be provided off-street and, when feasible as deemed by ParsCo, such off-street parking area shall be adjacent to the side of each residence, rearward of the front elevation of the residence, or behind such residence. ParsCo shall offer the Cottage design set forth in Exhibit B to the Response (a "City Incentive Lot Exterior Design"), with optional aesthetic variations, for single-family residential dwellings to be constructed on the City Incentive Lots. Any other City Incentive Lot Exterior Design shall be subject to the prior written approval of the

Mayor or the Mayor's Designee, such approval not to be unreasonably withheld so long as such City Incentive Lot Exterior Design is consistent with the Response.

- (h) Each of the Lots other than the City Incentive Lots is hereby designated as a "Standard Lot".
- (i) Each single-family dwelling constructed on a Standard Lot shall, at a minimum, comply with the requirements of paragraph (g) above. In addition to the City Incentive Lot Exterior Designs, ParsCo shall offer a minimum of four (4) exterior / elevation designs (each hereinafter referred to as a "Standard Lot Exterior Design") for single-family residential dwellings to be constructed on the Standard Lots. The final exterior design of each residence to be constructed on a Standard Lot, shall be subject to the prior written approval of the Mayor or the Mayor's Designee, such approval not to be unreasonably withheld so long as such final design is consistent with the Response. Such Standard Lot Exterior Designs shall include one and two-story and two and three-bedroom designs.
- (j) Any discount or credit given to ParsCo through any City housing incentive programs shall be passed on dollar-for-dollar to homebuyers to reduce the Lot/residence purchase price.
- (k) ParsCo shall use its best efforts to market, publicize and sell Lots with single-family residences in accordance with this Agreement. Without limiting the generality of the foregoing, ParsCo shall use its best efforts, and shall work closely with City staff, to seek, obtain and contract with qualified homebuyers for the sale and purchase of the City Incentive Lots and residences and shall work closely with City staff regarding use of incentive programs to enhance the affordability of the Project. The City staff shall be responsible for administering, screening, and evaluating all applicants as it relates to all City Homebuyer Incentive programs and ParsCo shall rely on such determinations as to Buyer eligibility.
- (l) In the event that any Lot has not been sold and conveyed by ParsCo in accordance with this Agreement within five (5) years after the Closing, City shall have the right, but not the obligation, to repurchase such unsold Lots, or any number thereof, for a purchase price of \$8,000.00 per Lot for a City Incentive Lot or \$6,666.67 for a Standard Lot by giving ParsCo written notice of City's election to do so within sixty (60) days after the expiration of such 5-year period. If City fails to give such notice as to any unsold Lot, the City's right to repurchase such Lot shall terminate and thereafter such Lot may be sold free and clear of the restrictions set forth in paragraphs (c), (d), (f) and (g) above.
- (m) ParsCo shall comply with all federal, state and local laws, ordinances, rules and regulations. ParsCo understands that agreements with governmental entities are subject to certain laws and regulations, including, without limitation, laws pertaining to public records, conflicts of interest, and record keeping, and agrees to comply

with such laws and regulations at all times. ParsCo agrees that any contracts it enters into with builders or subcontractors shall also contain this provision.

- (n) ParsCo shall comply with all applicable laws, rules and regulations in the performance of this Agreement, including but not limited to licensure and certifications required by licensed contractors.
- (o) ParsCo acknowledges, understands and agrees that any consent or approval by the City, the Mayor or the Mayor's Designee made or given under the provisions of this Agreement shall not operate to relieve ParsCo or any other person or entity from the requirements of any applicable building, development, zoning, land use or other ordinance, code, rule or regulation.
- (p) No deviation shall be made from any of the covenants, conditions or restrictions of this Section 10, except with the prior written consent of the Mayor or the Mayor's Designee in his or her sole and absolute discretion.
- (q) Covenants, conditions and restrictions substantially the same as the provisions of this Section 10, together with such other terms upon which the parties may mutually agree, shall be included in the special warranty deed conveying the Land to ParsCo as covenants, conditions and restrictions that run with the land and shall be binding upon and against ParsCo and all persons claiming any estate, lien or interest in the Land by, through or under ParsCo.

11. Status Reports. From and after the Effective Date and continuing until the earlier of (a) the sale and conveyance of all Lots in accordance with this Agreement or (b) five (5) years after the Closing, ParsCo shall provide to City semi-annual written status reports detailing ParsCo's progress and efforts in developing the Land and marketing, selling and conveying Lots and residences in accordance with this Agreement. In addition, ParsCo shall provide to City a summary of (i) each Lot sale within thirty (30) days after the Lot closing, (ii) completed construction within thirty (30) days after the issuance of a certificate of occupancy and (iii) such other information and responses to questions concerning this Agreement or the transactions contemplated hereby as City may request from time to time. Further, ParsCo shall give reasonable notice to the Mayor or the Mayor's Designee after the execution of each Lot sale and construction contract entered into by ParsCo and shall make each such contract available for inspection by the City's representatives during normal business hours.

12. Closing Costs. City shall pay: (i) the Clerk of Court's fees for recording all lien satisfactions and any and all documents required to cure any defects in title; and (ii) City's attorneys' fees. ParsCo shall pay all other closing costs, including without limitation: (i) the deed documentary stamp tax payable upon recording of the deed of conveyance; (ii) the costs and premium for an owner's title insurance policy in the amount of the Purchase Price; (iii) the cost of a current survey of the Land, if desired by ParsCo; (iv) the Clerk of Court's fees for recording the deed of conveyance; (v) ParsCo's attorneys' fees; and (vi) the costs associated with any financing obtained by ParsCo.

13. Title.

- (a) At the Closing, City shall convey to ParsCo, by special warranty deed, good and marketable fee simple title to the Land free and clear of all liens, claims, restrictions, encumbrances, easements and tenancies other than the Permitted Exceptions. As used in this Agreement, the term “Permitted Exceptions” shall mean and include the following:
- (i) All present and future zoning, land use, comprehensive plans, future land use, building, health, safety and environmental laws, ordinances, codes, restrictions and regulations of any municipal, state, Federal or other governmental authority, including without limitation, all boards, bureaus, commissions, departments and bodies thereof, now or hereafter having or acquiring jurisdiction over the Land or the use and improvement thereof;
 - (ii) All claims, covenants, restrictions, servitudes, easements, reservations, conditions, consents, agreements and other matters of record;
 - (iii) Road rights of way affecting the Land;
 - (iv) Real estate ad valorem taxes, assessments, water charges, sewer rents and local government charges for the current assessment period(s), all of which shall be prorated as of the Closing Date;
 - (v) All matters that would be disclosed by an accurate survey and inspection of the Land;
 - (vi) All exceptions listed in the Title Commitment issued pursuant to paragraph (b) below;
 - (vii) Reservation by City, pursuant to Section 270.11, Florida Statutes, of an undivided three-fourths royalty interest in and to an undivided three-fourths interest in, all phosphate, mineral and metals that are or may be in, on, or under the Land, and an undivided one-half interest in all the petroleum that is or may be in, on, or under the Land without any right of entry to mine, explore or develop for same;
 - (viii) The covenants, conditions and restrictions imposed pursuant to and in accordance with this Agreement.
- (b) Promptly after the Effective Date, ParsCo shall order a title commitment (the “Title Commitment”), together with copies of all title documents listed

as exceptions, from a nationally recognized title insurance company agreeing to issue to ParsCo an Owner's ALTA Form B title insurance policy in the total amount of the Purchase Price insuring fee simple marketable title to the Land and upon receipt thereof ParsCo shall deliver copy thereof to City. ParsCo shall have fifteen (15) days after the Effective Date within which to notify City in writing of any defects or objections to the title appearing in the Title Commitment. If ParsCo fails to give such written notice to City within such 15-day period, ParsCo shall be conclusively deemed to have waived its right to object to any matters of title. In the event that ParsCo gives City timely written notice of any title defects or objections, City shall make good faith efforts to cure such title defects or objections and must cure liens, judgments or encumbrances evidencing or securing monetary obligations. If City fails to remedy such title objections or defects at or prior to Closing, ParsCo may in its sole discretion either: (a) terminate this Agreement and receive a return of its Deposit; (b) waive such title objections or defects and consummate the Closing without reduction in the Purchase Price and without any other liability on the part of City; or (c) postpone the Closing for a reasonable time to allow City additional time to remedy said title defects or objections, and if thereafter City is still unable to remedy said title defects or objections, at that time ParsCo may elect either (a) or (b). Notwithstanding the foregoing and without the need on the part of ParsCo to make any objection thereto: (i) all mortgages and other liens that can be discharged by the payment of money shall be discharged by City not later than Closing; and (ii) all tenancies and other possessory rights with respect to the Land shall be terminated by City at or prior to Closing, except as specifically provided for herein, and the Land shall be available to ParsCo at Closing free of all mortgages and other monetary liens and free of all tenancies and other possessory rights except as specifically provided for herein.

- (c) Notwithstanding the foregoing or any other provision in this Agreement, in the event that City is unable to convey title of the kind and quality required by this Agreement for any reason whatsoever, City, may, in its sole and absolute discretion, terminate this Agreement and all rights of ParsCo with respect to the Land shall wholly cease, and thereupon the Deposit shall be returned to ParsCo as ParsCo's sole and exclusive remedy. Nevertheless, ParsCo may, in its sole discretion, elect to accept such title as City may be able to convey, without reduction of the Purchase Price and without any other liability on the part of City.

14. LAND CONVEYED "AS IS". PARSCO ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT AT THE CLOSING THE LAND SHALL BE CONVEYED TO, AND ACCEPTED BY, PARSCO "AS IS", "WHERE IS" AND "WITH ALL FAULTS". CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE

LAND OR ANY PORTION THEREOF, OR THE SUITABILITY OF THE LAND OR ANY PORTION THEREOF FOR PARSCO'S INTENDED USE, NOR ANY OTHER REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, CONCERNING THE LAND OR ANY PORTION THEREOF. CITY HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE WHATSOEVER, ORAL AS WELL AS WRITTEN, EXPRESS AS WELL AS IMPLIED, WITH RESPECT TO THE LAND, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF VALIDITY, ENFORCEABILITY, HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PARSCO EXPRESSLY ACKNOWLEDGES THAT PARSCO AND ITS REPRESENTATIVES HAVE HAD, OR WILL HAVE PRIOR TO CLOSING, AMPLE OPPORTUNITY TO EXAMINE, INSPECT AND SATISFY ITSELF WITH RESPECT TO ALL MATTERS RELATED TO THE LAND AND THAT PARSCO UNDERSTANDS AND AGREES THAT NEITHER CITY NOR ANY MEMBER, OFFICER, EMPLOYEE, AGENT, REPRESENTATIVE, ATTORNEY OR CONSULTANT OF OR FOR CITY HAS MADE OR IS MAKING ANY WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT THERETO EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. PARSCO FURTHER ACKNOWLEDGES THAT IT IS RELYING AND SHALL RELY SOLELY UPON ITS OWN EXAMINATIONS AND INSPECTIONS AND UPON THE ADVICE OF ITS OWN ATTORNEYS, CONSULTANTS, AND EMPLOYEES (AND NOT UPON ANY STATEMENTS, WARRANTIES, REPRESENTATIONS, ADVICE OR INTERPRETATION OF LEGAL DOCUMENTS, WRITTEN OR ORAL, OF OR BY CITY OR CITY'S ATTORNEYS, AGENTS, OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES) AS TO ANY MATTERS WHATSOEVER PERTAINING TO THE LAND AND ALL PORTIONS THEREOF. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING, THE TRANSFER AND CONVEYANCE OF THE LAND, AND THE DELIVERY OF THE CLOSING DOCUMENTS.

15. Risk of Loss and Condemnation. The risk of loss or damage to the Land from casualty or condemnation prior to the Closing shall be borne by City.

16. Deliveries at Closing. At the Closing, the parties shall deliver all deeds, documents and other things reasonably necessary to consummate the sale and purchase of the Land pursuant to the terms of this Agreement, including without limitation the items indicated below:

(a) City's Deliveries. City shall execute and/or deliver to ParsCo the following:

- (i) Special warranty deed in proper recordable form duly executed and acknowledged by City, subject only to the Permitted Exceptions;
- (ii) Duly executed cancellations in recordable form cancelling all mortgages and liens, if any, encumbering the Land;
- (iii) City's title insurance and lien waiver affidavits in customary form and substance satisfactory to the Title Company;

- (iv) Full possession of the Land to ParsCo;
- (v) An affidavit, in customary form and substance stating that City is a “United States corporation/person”, as referred to and defined in Internal Revenue Code Sections 1445(f)(3) and 7701(g), and stating City’s address and United States taxpayer identification number or social security number;
- (vi) Evidence reasonably satisfactory to the Title Company that the person(s) executing the deeds and other Closing documents on behalf of City has full authority to do so and to consummate, on behalf of City, the transactions contemplated by this Agreement;
- (vii) Closing statement; and
- (viii) Any other documents contemplated by this Agreement or required by law to be delivered by City at or prior to the Closing.

(b) ParsCo’s Deliveries. ParsCo shall execute and/or deliver the following:

- (i) The Purchase Price, as decreased by the principal amount of the Purchase Money Promissory Note and as increased or decreased by the prorations and adjustments provided for elsewhere in this Agreement, in good and immediately available U.S. dollars paid by certified check or by such other means as shall be acceptable to City, and to any other parties, the amounts in payment of the costs and expenses payable by ParsCo incident to the Closing as required by this Agreement and set forth in the closing statement executed at the Closing;
- (ii) The Purchase Money Promissory Note and Mortgage required by this Agreement;
- (iii) Closing statement; and
- (iv) Any other documents contemplated by this Agreement or required by law to be delivered by ParsCo at or prior to the Closing.

17. Real Estate Taxes. Real estate ad valorem taxes assessed against the Land and payable for the year of Closing, if any, shall be prorated as of the Closing Date. If the amount of such taxes for the year of Closing cannot be ascertained, the real estate ad valorem taxes assessed for the immediately preceding year shall be used for proration purposes at Closing and shall be deemed final and not subject to any “true up” after the Closing.

18. Brokerage. City hereby represents to ParsCo that City has not retained any broker, finder or other person or entity who is entitled to claim a real estate commission or fee in

connection with this Agreement or the transactions contemplated hereby. ParsCo hereby represents to City that ParsCo has not retained any broker, finder or other person or entity who is entitled to claim a real estate commission or fee in connection with this Agreement or the transactions contemplated hereby. City and ParsCo hereby agree to indemnify, defend and hold harmless the other against any claim of any broker, finder or other person or entity claiming a real estate commission or fee in connection with this Agreement or the transactions contemplated hereby by, through or under such indemnifying party, including all costs and reasonable attorneys' fees expended by the party so indemnified in the defense of any such claim.

19. Condemnation. In the event of an actual or proposed taking (by exercise of the power of eminent domain) of all or any portion of the Land with respect to which City receives notice or actual knowledge prior to Closing, City shall give ParsCo prompt written notice thereof and ParsCo shall have the option by written notice given to City prior to Closing of: (i) terminating this Agreement, whereupon ParsCo and City shall each be released from all further obligations to each other respecting matters arising from this Agreement; or (ii) proceeding to purchase the Land and receiving from City at Closing all of its right, title and interest in and to any award to which City may be entitled or, if such award is received by City prior to Closing, a credit of same toward the Purchase Price.

20. Notices. Any notice or demand that may be given hereunder shall be deemed to have been duly given upon delivery to the appropriate address provided below. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided.

If to ParsCo:

ParsCo, LLC
Attn: Amir M. Fooladi
700 North DeVilliers Street
Pensacola, Florida 32501

With copy to:

Edward P. Fleming, Esq.
McDonald Fleming Moorhead
127 Palafox Place, Suite 500
Pensacola, Florida 32502

If to City:

City of Pensacola
Attn: Keith Wilkins, Assistant City Administrator
222 West Main Street
Pensacola, Florida 32502

With copy to:

John P. Daniel, Esq.
Beggs & Lane, LLP
P. O. Box 12950 (32591-2950)
501 Commendencia Street
Pensacola, Florida 32502

21. Default.

- (a) In the event of a default by ParsCo, City may terminate this Agreement by giving ParsCo written notice of termination and retain the Deposit as liquidated damages (and not as a penalty or forfeiture), as City's sole and exclusive remedy.
- (b) If City shall fail or refuse to make settlement hereunder as herein required or shall default under any of its obligations under this Agreement, then, except as otherwise provided in this Agreement, ParsCo at its option and as its sole and exclusive remedies may: (i) postpone the Closing to allow City additional time to perform or satisfy any of its requirements, conditions, covenants or agreements or to cure any breach or failure thereof; (ii) waive any of City's requirements, conditions, covenants or agreements or any breach or failure thereof, without reduction or abatement in the Purchase Price; (iii) seek and obtain specific performance of this Agreement; or (iv) terminate this Agreement, whereupon ParsCo and City shall each be released from all further obligations to each other respecting matters arising from this Agreement. ParsCo expressly waives the right to seek or recover monetary damages from City other than the return of the Deposit.

22. Mayor's Designee. The Charter of the City of Pensacola provides that the Mayor shall serve as the City's Chief Executive Officer. Upon approval by the City Council of this Agreement, the Mayor shall be authorized and obligated to perform, discharge and enforce all of the obligations, rights and responsibilities of the City which are created by, referenced or expressly or implicitly contained in this Agreement. The Mayor may, in his discretion, enforce and perform the rights and obligations of the City through such designees as he may select and identify to ParsCo, and until written notice to the contrary has been provided to ParsCo, the Mayor hereby designates the Assistant City Administrator, currently Keith Wilkins, as his designee (i.e., the "Mayor's Designee" as such term is used in this Agreement), unless provided otherwise or required by law.

23. Miscellaneous.

(a) The recitals set forth on page one of this Agreement are true and correct and are hereby incorporated herein by reference.

(b) This Agreement constitutes the entire understanding and agreement between the parties with respect to the Land, and all prior negotiations, understandings and agreements, whether written or verbal, between the parties with respect to the Land are hereby superseded.

(c) All of the terms, covenants, representations and warranties provided in this Agreement shall survive the Closing and consummation of the transactions contemplated hereby, shall continue in full force and effect and shall be enforceable after the Closing, and shall not be merged with the deed or other documents delivered in connection with the Closing.

(d) This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against City and ParsCo and their respective successors and assigns to the same extent as if specified at length throughout this Agreement.

(e) In computing any period of time prescribed by the terms of this Agreement, the day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. In the event any day on which any act is to be performed by City or ParsCo under the terms of this Agreement is a Saturday, Sunday or legal holiday, the time for the performance by City or ParsCo of any such act shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

(f) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument; and any party or signatory hereto may execute this Agreement by signing any such counterpart.

(g) Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

(h) TIME IS OF THE ESSENCE IN COMPLYING WITH THE TERMS, CONDITIONS AND AGREEMENTS OF THIS AGREEMENT.

(i) The “Effective Date” of this Agreement, which is the date upon which this Agreement shall be deemed to be effective, is the date upon which this Agreement is executed by the last party to execute this Agreement, as shown by the respective dates set forth below the places provided for the parties’ execution.

(j) Should either ParsCo or City employ an attorney to enforce any of the terms and conditions hereof or of any of the Closing documents, or to protect any right, title, or interest created or evidenced hereby, or to recover damages for the breach of the terms and conditions hereof, the non-prevailing party in any action pursued in a court of competent jurisdiction shall pay to the prevailing party all reasonable cost, damages, and expenses, including reasonable attorneys’ fees, expended or incurred by the prevailing party.

(k) Nothing in this Agreement is intended to serve as a waiver of City’s sovereign immunity, nor as a waiver of any applicable limitation on City’s liability for monetary damages, including without limitation attorney’s fees under the preceding paragraph, as provided by the laws and/or Constitution of the State of Florida. Nothing herein shall be construed as consent by City to be sued by third parties in any matter arising out of this Agreement.

(l) ParsCo represents and warrants to City that ParsCo does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with ParsCo's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, national origin or any protected class or classification under federal, state or local law. ParsCo further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, national origin or other classification protected by federal, state or local law, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

(m) ParsCo agrees that no payments owed by ParsCo or any member, manager or officer of ParsCo, of any nature whatsoever, to City, including but not limited to payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

(n) This Agreement shall not be amended except by a written instrument that makes specific reference to this Agreement and is signed by duly authorized representatives of both City and ParsCo, and approved by the City.

(o) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(p) Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida or ordinances of the City of Pensacola, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

(q) The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. ParsCo shall comply with the Florida Public Records Law in effect from time to time. Notwithstanding any contrary provision in this Lease, any failure by ParsCo to comply with the Florida Public Records Law that continues for seven (7) days after written notice from City shall constitute a default hereunder by ParsCo. Without limiting the generality of the foregoing, ParsCo shall:

(i) Keep and maintain public records required by City to perform the services under this Agreement.

(ii) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following the completion of the Agreement if ParsCo does not transfer the records to City.

(iv) Upon completion of this Agreement, transfer, at no cost, to City, all public records in possession of ParsCo or keep and maintain public records required by City to perform the services under this Agreement. If ParsCo transfers all public records to City upon completion of the Agreement, ParsCo shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ParsCo keeps and maintains public records upon completion of the Agreement, ParsCo shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request of City's custodian of public records, in a format that is compatible with the information technology systems of City.

IF PARSCO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PARSCO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

[End of Text; Signatures on Following Page]

IN WITNESS WHEREOF, ParsCo and City have executed this Agreement on the respective dates set forth below.

CITY:

CITY OF PENSACOLA

a Florida municipal corporation

By: _____
Ashton J. Hayward, Mayor

Date signed: _____, 2017

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

Legal in form and valid as drawn:

Approved as to content:

Lysia H. Bowling, City Attorney

Print Name: _____
Title: _____

PARSCO:

PARSCO, LLC,

a Florida limited liability company

By: _____
Amir M. Fooladi, Its Manager

Date signed: _____, 2017

EXHIBIT "1"

Map of Lots 1 through 30, inclusive, Block 18, Maxent Tract, City of Pensacola, Florida,
according to the map of said City copyrighted by Thomas C. Watson in 1906

GREGORY STREET

"D" STREET

10	9	8	7	6	5	4	3	2	1
11					30				
12					29				
13					28				
14					27				
15					26				
16	17	18	19	20	21	22	23	24	25

"C" STREET

CHASE STREET

EXHIBIT “2”

City’s Request for Proposals

**THE CITY OF PENSACOLA, FLORIDA
REQUEST FOR PROPOSALS
FORMER BLOUNT SCHOOL PROPERTY SALE AND REDEVELOPMENT**

PROPOSAL NO.: 17-021

The City of Pensacola (hereinafter referred to as “City”) will receive Proposals as described below. **Submittals may be delivered to the Purchasing Office located on the 6th floor of City Hall, 222 West Main Street, Pensacola, Florida, 32502.**

All submissions, with **original signature, five (5) additional copies and one (1) electronic copy on CD or flash drive** must be received by **April 24, 2017 at 2:30 p.m. local time**. Submittals received after the closing time will not be accepted. Multiple submittals for the same entity will not be accepted. Responses must be clearly marked “**Former Blount School Property Sale and Redevelopment Proposal.**” All submittals shall be sealed and marked in the manner prescribed.

Bidders should submit a certified check or bid bond, payable to the City of Pensacola in the amount of **ten thousand dollars (\$10,000)** for a period of sixty (60) days.

Thereafter, at a place to be announced and immediately following the deadline for receipt of the submittals, those submissions received will be opened and publicly read concerning:

FORMER BLOUNT SCHOOL PROPERTY SALE AND REDEVELOPMENT

All interested parties are invited and encouraged to submit proposals. Complete specifications, if not attached, may be obtained from the Purchasing Office. Contact gmaiberger@cityofpensacola.com or telephone (850) 435-1837. **Any addenda issued will be made available on the City’s website at <http://www.cityofpensacola.com/bids>.** Interested parties are advised to check the site frequently.

Any questions concerning the proposal should be addressed and submitted in writing to:

**George Maiberger, Purchasing Manager
City Hall 6th floor
222 West Main Street
Pensacola, FL 32502 (850) 435-1835
gmaiberger@cityofpensacola.com**

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 435-1835 for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all submissions, to award on a split-order basis by item number when applicable, to waive any proposal informalities and to re-advertise for submission when deemed in the best interest of the City of Pensacola.

ATTEST:
Ericka Burnett
City Clerk

CITY OF PENSACOLA
Ashton J. Hayward, III
Mayor

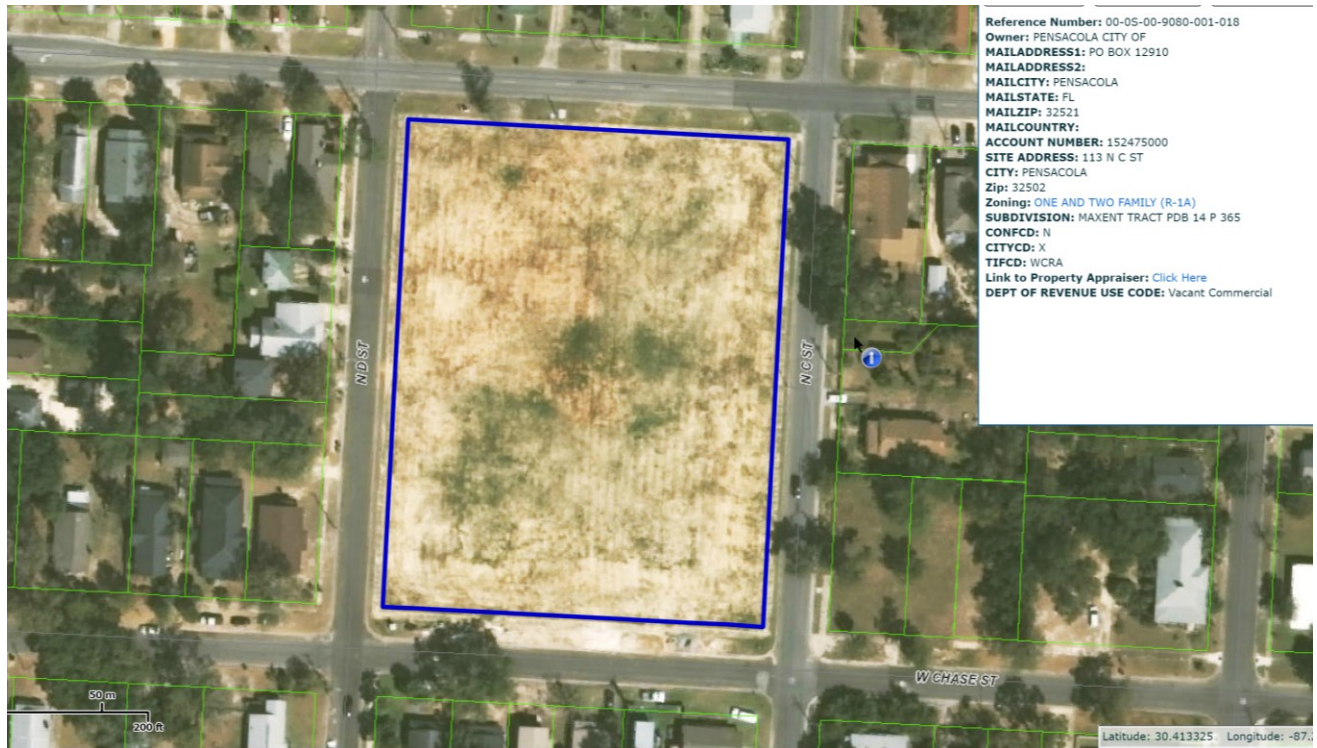
The City of Pensacola provides equal access in employment and public services.

SECURITY NOTICE

Visitors to City Hall are required to sign in and will receive a badge to access a specified floor. Metal detection devices might also be employed. Anyone delivering a submittal is advised to arrive early to allow for the additional time needed due to security measures.

Late submittals will not be accepted.

Notice of Intent to Receive Proposals for the Former Blount School Property Sale and Redevelopment



**Approximately 2.65-acre vacant block within the Westside Community Redevelopment Area located close to downtown Pensacola
At 113 N “C” Street one block north of Garden Street (US 98)**

The City of Pensacola hereby formally requests submissions from qualified and experienced entities for the Former Blount School Property Sale and Redevelopment.

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1. PROJECT PURPOSE/OVERVIEW

The City of Pensacola intends to provide for the redevelopment of real property generally described as:

MAXENT TRACT PDB 14 P 365, FORMER BLOUNT SCHOOL PROPERTY, PENSACOLA, FLORIDA

and to accept Proposals for the Sale and Redevelopment of the Former Blount School Property project (the project). This City-owned parcel has been declared surplus and is for sale under this Request for Proposals for the purpose of controlled, designed redevelopment to stem the spread of blight, enhance homeownership opportunities in Pensacola's urban area and to foster private sector reinvestment. (Refer to Exhibits "B-D" attached for graphic information regarding this property).

General Description of Subject Property

The property consists of a full city block located in the Westside Community Redevelopment Area (CRA) District, between West Gregory and West Chase Streets and North C and North D Streets. The vicinity of West Gregory Street and the subject property is envisioned as a single family, detached, market based housing with stormwater management. The City is seeking proposals that focus upon quality residential redevelopment, including green space and park amenities that enhance neighborhood walkability and effectively integrate the property's close proximity to recreational and learning resources available at Legion Field Park and the Theophalis May Community Center. The project will include neighborhood residential components consistent with the Urban Core Community Redevelopment Plan, 2010 and the Westside Community Redevelopment Plan, 2007. Proposers are advised to become familiar with these plans as a key resource in developing a proposal for the subject property. These documents may be accessed on the City of Pensacola website at <http://cityofpensacola.com/532/Planning-Documents>. Proposers are advised to conduct necessary research beyond solely reviewing these documents, to establish existing conditions of this property and to fully understand what will be required to attain the high quality redevelopment desired for this property, including but not limited to design/scale/visual consistency, enhancement of the surrounding neighborhood, bringing added value to the local market conditions, zoning and building code requirements.

Zoning/Land Use Requirements

The property is located in the Westside Redevelopment District (zoned "R-1A"). The Westside Redevelopment District was established to remove slum and blight conditions, promote the orderly redevelopment of the District and to encourage private reinvestment. The Urban Core Community Redevelopment Plan, adopted in 2010, was designated a priority area within the Inner City for the focus of the rehabilitation, conservation and redevelopment activities conducted by the Community Redevelopment Agency.

The CRA prepared the Westside Community Redevelopment Plan to provide the strategic framework for implementation of redevelopment programs and initiatives within the district. Proposals must be consistent with the adopted Plan and with current zoning of the property and

surrounding areas. Planning, zoning and land use strategies collectively provide the foundation for property reuse and redevelopment.

No Known Environmental Conditions

The City is not aware of existing unusual regulated environmental conditions that could render development of this site unfeasible. Environmental assessments associated with earlier demolition and historic review for structures located on the property have been conducted. No concerns were identified with respect to reuse of the property for residential purposes.

Special Designations Impacting Subject Property

This property falls within the purview of the CRA. Proposers are advised to become familiar with programs offered by this agency. However, the property is owned by the City; CRA approval is not required for selection under the Request for Proposals.

The property was acquired utilizing Community Development Block Grants funds which requires redevelopment compliant with HUD affordable standards unless the CDBG investment is satisfied. It is the City's intent to repay the CDBG investment from the sale of this property, returning those funds to the City CDBG line of credit, thereby removing the HUD program development requirements.

2. PROPOSAL REQUIREMENTS

Proposals are required to include the following information. Failure to provide complete information and details adequate to fully evaluate your proposal may be cause for rejection.

A. Credentials

1. Identity of Proposer and Key Staff: Include the development team's organizational structure, presented in graphic form, and the names, affiliation and addresses of all principals.
2. Proposer Qualifications and Experience: Include the professional qualifications and experience of the proposed team specific to types of reuse proposed and knowledge of turnkey development. Proposers shall demonstrate experience and ability to successfully complete a project of this general scope and complexity in a reasonable period of time.

B. Project Proposal

1. A written description of a proposed conceptual site plan for the property and enhancements to or linkages with the surrounding neighborhood elements, in preparation for a community stakeholder meeting.
 - a) Conceptual illustrative site plans for community dissemination and discussion including electronic and/or hard copy visual displays, including:

1. Parcels
 2. Parcel access
 3. Parking configuration
 4. Park/green space amenities
 5. Landscape concepts
 6. Stormwater management features
 7. Multiple draft elevations sufficient to provide an array of designs and structural diversity to include:
 - a. Lighting
 - b. House and lot fit
 - c. Architectural massing
 - d. Design character elements including:
 - i. Eaves
 - ii. Massing
 - iii. Porches
 - iv. Door and window components
 - v. Materials
 - vi. Landscaping
 - vii. Garage
 - b) Conceptual illustrations will be coordinated with all appropriate City staff prior to the community meeting.
2. Description of proposed format to conduct a community workshop to gain input on the illustrated site concepts and to kick off the development design process.
 3. Project schedule, including all milestones during outreach, planning, design and construction.

C. Identification of Variances or Incentives Required by Proposer

1. Identify any special or unusual requirements for the sale and development of the subject property.
2. Identify any foreseeable variances to applicable land use, zoning or other regulations that may be requested prior to or during development of the proposed project.

D. General Conditions of Proposal

To ensure acceptance, all Proposers submitting a response to this City RFP shall abide by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals that are not submitted in the requested format presented herein or that do not comply with stipulated conditions, may be subject to rejection.

1. **Award Determination to be Based on Best Interest of the City:** There is no obligation on the part of the City to award a contract to any Proposer. The City reserves the right to award a contract to or negotiate a contract with a responsible submitter providing the most responsive or best alternative proposal for a resulting contract which is most advantageous

to and in the best interest of the City. The City shall be the sole authority for all final decisions regarding submissions, ranking, awards and the resulting contract.

2. **Anticipated Project Timeline:** The City expects conceptual design to begin within one (1) month of award of contract, a community meeting within three (3) months of award of contract, and construction completion within two (2) years of design approval.
3. **Bid Bond:** The particular item(s) or service(s) outlined within the attached specifications require(s) that a certified check, cashier's check, or insurance company's bond made payable to the City of Pensacola in the amount of **\$10,000.00** accompany your bid. To ensure its prompt return, please include the company's name and return address on the face of your good faith check or draft. Checks or drafts accepted as good faith deposits will be retained within the City's Finance Department until award and execution of contract is complete, or until a purchase order is issued to the successful bidder. Any bidder withdrawing his bid after the bid opening forfeits the right of return of his good faith deposit.
4. **Exceptions to Specifications:** To assure equal consideration in evaluating submissions, any exceptions to or deviations from the requested information as written herein must be noted and fully explained by the Proposer. The City shall make the final determination as to the acceptability of any such exceptions.
5. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
6. **Interpretations:** All questions concerning the RFP specifications or conditions shall be directed in writing to the Purchasing Office, or as instructed on the Request for Proposal Page, by **April 10, 2017**. Inquiries must refer to the proposed item(s) or service(s) and the date of the submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.
7. **Legal Requirements:** All applicable provisions of Federal, State, County, City and other applicable local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a proposal response hereto and the City, by and through its officers, employees and authorized representatives. A lack of knowledge by the submitter concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The submitter agrees that it will not discriminate on the basis of race, creed, color, national origin, religion, sex, age, familial status or disability.
8. **Licenses, Registration and Certificates:** Each submitter shall possess at the time of its submission all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations having applicability to this project.

9. **Mistakes:** Submitters are expected to examine the conditions, scope of work, proposal prices, mathematical calculations or extensions, and all instructions pertaining to the item(s) or service(s) involved in performance under the tenets of the RFP. Failure to do so will be at the proposer's risk. Where unit prices are stipulated, unit process rather than sum totals shall be used in determining contract award.
10. **Permits and Taxes:** The submitter shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Submitters who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.
11. **Prevailing Party Attorney's Fees:** The prevailing party in any action, claim or proceeding arising out of this contract shall be entitled to attorney's fees and costs from the losing party.
12. **Prohibited Conduct by Bidders:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, City Council, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of the City Council or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.
13. **Proposal Withdrawals:** No proposal may be withdrawn after closing time for receipt of proposals for a period of one hundred twenty (120) days thereafter. The contract award shall be legally binding at the time of award by City.
14. **Protests:** Protests of the instructions, plans, specifications, and other requirements associated with requests for proposals must be received in writing by the Purchasing Office at least twenty-one (21) working days prior to the scheduled proposal submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of bid or contract must be in writing and received in the Purchasing Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.
15. **Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statue §287.133 (2) (a).
16. **Public Records:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Florida Statue §119.07. This includes material which the responding proposer might consider to be confidential or a trade secret. Any

claim of confidentiality is waived upon submission, effective after opening the proposal pursuant to Florida Statute §119.07.

17. **Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.
18. **Rejection of Proposals:** The City reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for proposals when deemed in the best interest of the City.
19. **Sealed Proposals:** The specifications and all executed proposal forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the Proposer. In the event more than one proposal submittal deadline is scheduled for the same date and time, do not include proposals concerning different sets of specifications within the same envelope. The face of the proposal envelope shall be plainly marked identifying this RFP and the date of the proposal opening. It shall be the sole responsibility of the proposer to assure receipt of proposal at the Purchasing Office prior to the published time for the proposal submittal deadline. No proposal will be accepted after closing time for receipt of proposals; **nor will any offers by telephone, fax, internet or email be accepted.**
20. **State Law Application:** The law of the State of Florida shall be the law applied in the resolution of any action, claim or other proceeding arising out of this contract.
21. **Tax:** The City is exempt from all State and local sales tax.
22. **Unauthorized Aliens:** The City shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.
23. **Venue:** Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERE TO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Materials other than those generally specified herein shall not be considered and shall not be submitted. No material or substantial additions, modifications or substitutions shall be made to the submissions subsequent to the submission deadline, unless so requested by the City.

3. SUBMISSION SCHEDULE*, PROCEDURES AND LOCATIONS

March 11, 2017 Notice of Disposition and Proposal, first advertisement

April 10, 2017 Deadline for written questions

Submit to:

Mr. George Maiberger, Purchasing Manager

Purchasing Office

City Hall 6th Floor

222 West Main Street

Pensacola, Florida 32502

gmaiberger@cityofpensacola.com

April 24, 2017 No later than 2:30 p.m. - deadline date for submission of proposals

Proposal submissions must be marked:

**FORMER BLOUNT SCHOOL PROPERTY SALE AND
REDEVELOPMENT RFP**

Proposal submission must be received at:

City of Pensacola

Purchasing Office – 6th Floor

222 W. Main Street

Pensacola, FL 32502

Proposal submissions must be accompanied by a signed Proposal Signature Form (Exhibit “A”).

TBD

Oral presentations (if necessary)

* All dates listed are subject to change

4. SUBMITTAL PACKAGE REQUIREMENTS

A complete proposal submission package consisting of one (1) original and five (5) bound copies of proposals in an 8½” X 11” format and one (1) set of full-color illustrations in a format that can be reproduced on no larger than 11” X 17” copy must be submitted not later than the deadline noted above. One (1) electronic copy on CD or flash drive must be included in the sealed proposal. Mail proposals must be received by the Purchasing Office not later than the deadline noted above.

*PLEASE NOTE: Submittal package must be submitted to the **Purchasing Office** and **NOT** to the City Council or Office of the Mayor.*

Proposal submissions must be accompanied by a signed Proposal Signature Form (Exhibit “A”).

5. BASIS FOR SELECTION

Written proposals shall be reviewed and ranked by a Selection Committee appointed by the Mayor. The committee may be comprised of City staff, professionals from the fields of financial services, real estate, housing and/or land development. The written proposals will be evaluated and ranked based on the criteria enumerated below. The Selection Committee may recommend award based solely on the ranking of written proposals. However, at the discretion of the Selection Committee, two or more respondents may be asked to provide oral presentations to the committee. Upon receipt of the Selection Committee's recommendation, the Mayor may make an award recommendation to the Pensacola City Council or may reject all the proposals.

1. The extent to which the proposal fulfills the objectives and requirements contained herein, particularly items and concepts noted in the "Project Overview" above, as well as the Westside Community Redevelopment Plan. **(Referenced Documents are available on the City web page.)** **(0-30 Pts)**
2. The extent to which the sale and development plan meets the criteria below: **(0-30 Pts)**
 - a) The financial feasibility to keep sales at market rate;
 - b) The experience and qualifications of the development and management team;
 - c) Revenues to the City of Pensacola, including those from the sale of the subject properties and revenues to the City or its agencies in the form of projected Ad Valorem or other taxes;
 - d) The schedule of commencement and completion of the complete site construction.
3. The anticipated benefits to the Pensacola community as a result of the proposed project. Examples of such benefits could include, but are not limited to: **(0-15 Pts)**
 - a) Creation of desirable neighborhood enhancement and revitalization;
 - b) Complementary addition of park and/or neighborhood green space;
 - c) Enhancement of surrounding land uses and neighborhood characteristics;
 - d) Promotion of the neighborhood as a vital and creative place to live, work and play.
4. The architectural quality and character of the proposed project, including: **(0-15 Pts)**
 - a) The compatibility of the architecture with adjacent existing neighborhood.
 - b) The compatibility of the site development pattern with adjacent existing and planned development.
 - c) The use of appropriate and compatible materials and details.
 - d) The appropriateness of structure height and massing with adjacent existing land use.
5. Provision of Equal Employment Opportunities or participation with Minority/Woman-Owned/Disadvantaged/Veteran Business Enterprise, where applicable. **(0-5 Pts)**
6. The creation of urban housing at one or more desirable price points, maximizing the number of residential units. **(0-5 Pts)**

6. OTHER GENERAL CONDITIONS

1. The Selection Committee reserves the right to request any additional information if needed, from any or all prospective proposers, including but not limited to full-color, board-mounted illustrations.
2. All proposals are subject to all applicable laws and regulations governing the use and development of land.
3. The Proposer shall provide presentations if requested by the Selection Committee.
4. No Proposer shall assign its proposal or any rights or obligations thereunder without the written consent of the City.
5. The Proposer affirms that its Principals are of lawful age and that no other person, firm or corporation has any interest in this proposal or the contract proposed to be entered into unless such person, firm or corporation has been specifically identified in the proposal.
6. The Proposer affirms that its proposal is made without any understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose and is in all respects fair and without collusion or fraud.
7. The Proposer affirms that it is not in arrears to the City of Pensacola upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the City of Pensacola.
8. The Proposer has carefully read the provisions, terms and conditions of the proposal document and does hereby agree to be bound thereby.

(End – Exhibits A – E follow)

EXHIBIT "A"

PROPOSAL SIGNATURE FORM

RFP 17-021

FORMER BLOUNT SCHOOL PROPERTY SALE AND REDEVELOPMENT

I (WE) _____

certify that this Proposal is true and correct to the best of my (our) knowledge and belief, that no other persons other than those herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the Request For Proposals and is thoroughly familiar with their provisions and penalties.

PURCHASE PRICE (DOLLARS): \$ _____

WRITTEN PURCHASE PRICE: _____

Name and telephone number of person to contact concerning bid.

Date: _____

Signature: _____ Firm: _____

Name: _____ Address: _____

Title: _____ City: _____ State/ZIP: _____

Telephone: _____ Fax: _____

Email: _____

Date: _____

Signature: _____ Firm: _____

Name: _____ Address: _____

Title: _____ City: _____ State/ZIP: _____

Telephone: _____ Fax: _____

Email: _____

Attest: _____

Attest: _____

To receive consideration for award, this signature sheet must be returned as part of your response.

EXHIBIT "C"
Site Location- Aerial



Exhibit “E”

[Appraisal to be issued in Addendum One.]

EXHIBIT “F”

**EXCERPT OF LDC REQUIREMENTS FOR “R-1A” ZONING DISTRICT
(ZONING DISTRICT THAT INCLUDES SUBJECT SITE)**

Sec. 12-2-4. - Medium density residential land use district regulations.

The regulations in this section shall be applicable to the one- and two-family zoning districts: R-1AA and R-1A.

(A)

Purpose of district. The medium density residential land use district is established for the purpose of providing a mixture of one- and two-family dwellings with a maximum density of seventeen and four-tenths (17.4) dwelling units per acre. Recognizing that, for the most part, these zoning districts are located in older areas of the city, the zoning regulations are intended to promote infill development which is in character with the density, intensity and scale of the existing neighborhoods.

(B)

Uses permitted.

(a)

Single-family detached dwellings.

(b)

Accessory residential units subject to regulations in [section 12-2-52](#).

(c)

Single-family attached dwellings (townhouse construction, maximum two (2) units).

(d)

Two-family attached dwellings (duplex).

(e)

Community residential homes licensed by the Florida Department of Health and Rehabilitative Services with six (6) or fewer residents providing that it is not to be located within one thousand (1,000) feet of another such home. If it is proposed to be within one thousand (1,000) feet of another home it shall be permitted with city council approval after public notification of property owners in a five hundred-foot radius.

(f)

Cemeteries, when

1.

Seventy-five (75) percent of all owners of adjacent dwellings within one hundred seventy-five (175) feet of the boundary of the cemetery give their written consent, and;

2.

The provisions of [section 12-2-56](#) have been met.

(g)

Residential design manufactured homes are permitted in the R-1A district, with a maximum density of twelve and four-tenths (12.4) units per acre subject to regulations in [section 12-2-62](#).

(h)

Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in [section 12-2-65](#).

- (i) Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in [section 12-2-61](#).
 - (j) Churches, Sunday school buildings and parish houses subject to regulations in [section 12-2-57](#).
 - (k) Home occupations subject to regulations in [section 12-2-33](#).
 - (l) Municipally owned and operated parks and playgrounds.
 - (m) Private stables which shall be no closer than two hundred (200) feet to a property line and further provided that more than seventy-five (75) percent of the owners of dwelling houses within a radius of three hundred (300) feet of the stable have given their written consent to the stable and further provided that there shall not be kept more than one horse for each two (2) acres of property.
 - (n) Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in [section 12-2-59](#).
 - (o) Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in [section 12-2-31](#).
 - (p) Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.
- (C) *Conditional uses permitted.*
- (a) Residential design manufactured homes when proposed in the R-1AA zoning district subject to regulations in [section 12-2-62](#).
 - (b) Bed and breakfast subject to regulations in [section 12-2-55](#).
 - (c) Childcare facilities subject to regulations in [section 12-2-58](#).
 - (d) Accessory office units subject to regulations in [section 12-2-51](#).
- (D) *Development permitted.*
- (a) Conventional subdivision subject to regulations in [section 12-2-76](#).
 - (b) Special planned development subject to regulations in [section 12-2-77](#).
- (E) *Regulations for development within the medium density residential land use district. Table*

12-2.2 describes requirements for the one-and two-family residential zoning districts.

**TABLE 12-2.2
REGULATIONS FOR THE MEDIUM DENSITY RESIDENTIAL ZONING DISTRICTS**

Standards	R-1AA			R-1A		
	Single Family Detached	Two-Family Attached (Duplex)	**Single Family Attached (Townhouses)	Single Family Detached	Two-Family Attached (Duplex)	**Single Family Attached (Townhouses)
Maximum Residential Gross Density	8.7 units per acre	11.6 units per acre	11.6 units per acre	12.4 units per acre	17.4 units per acre	17.4 units per acre
Minimum Lot Area	5,000 s.f.	7,500 s.f.	3,750 s.f.	3,500 s.f.	5,000 s.f.	2,500 s.f.
Lot Width at Minimum Building Setback Line	40 feet	60 feet	30 feet	30 feet	50 feet	25 feet
Minimum Lot Width at Street R-O-W Line	40 feet	50 feet	25 feet	30 feet	50 feet	25 feet
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	(Minimum Building Setbacks) 30 feet 6 feet 30 feet			(Minimum Building Setbacks) 20 feet 5 feet 25 feet		
Off-Street Parking	1 space/unit		2 sp./unit	1 space/unit		2 sp./unit
Maximum Building Height	35 feet (Except as provided in Sec. 12-2-39)			35 feet (Except as provided in Sec. 12-2-39)		
* The front yard depths in the R-1AA and R-1A districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted.						
** Each single-family attached dwelling unit must be located on its own lot. If a development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in Chapter 12-8.						

EXHIBIT “3”

ParsCo’s Response to Request for Proposals

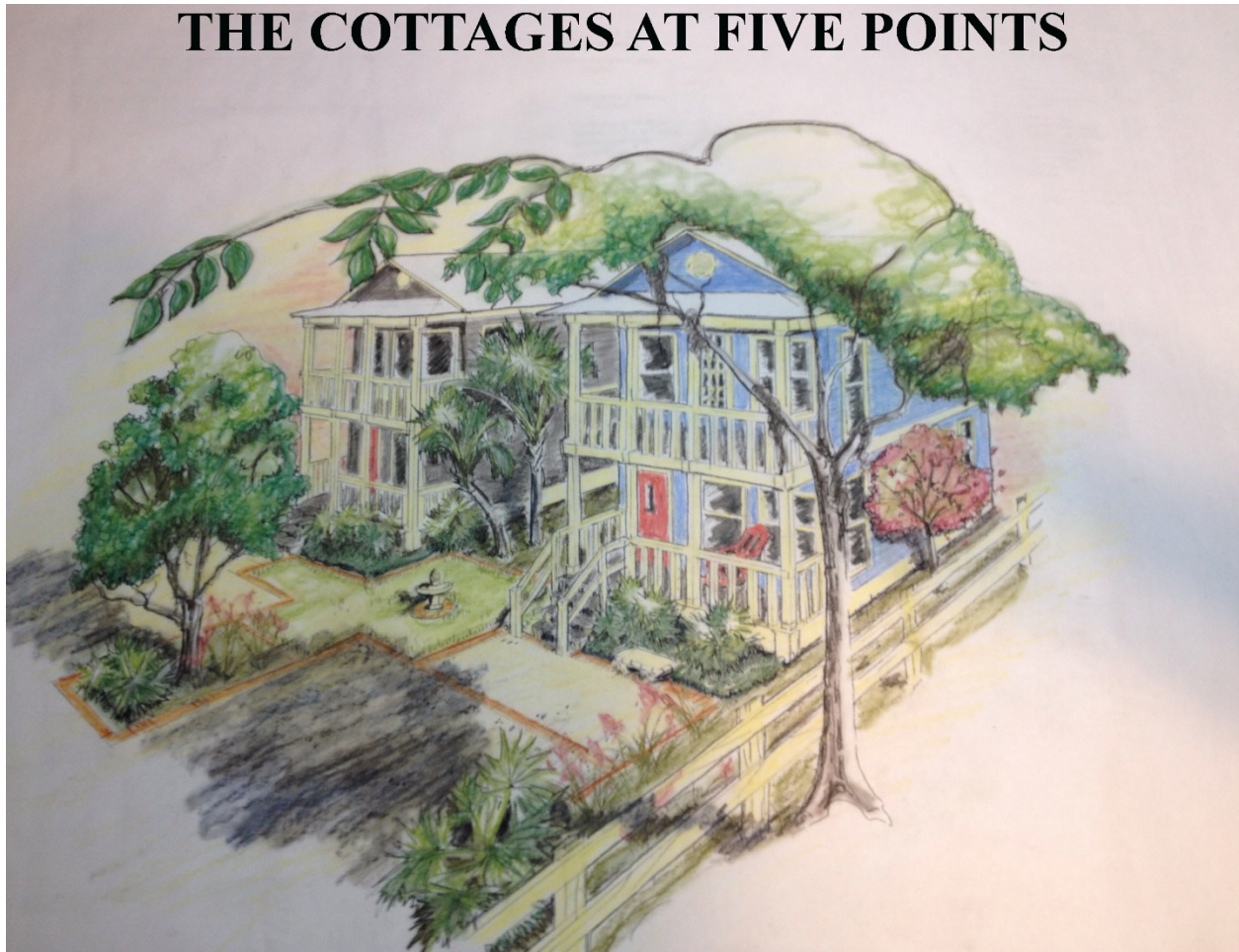
THE CITY OF PENSACOLA, FLORIDA

RFP #17-021

FORMER BLOUNT SCHOOL PROPERTY SALE

AND REDEVELOPMENT PROPOSAL

THE COTTAGES AT FIVE POINTS



SUBMITTED BY:



700 NORTH DE VILLIERS

PENSACOLA, FL 32501

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EXHIBIT "K" – WORKFORCE DIVERSIFICATION PLAN



General Contracting • Development • Construction Management

April 24, 2017

The City of Pensacola
RFP – Former Blount School Property Sale and Redevelopment
Proposal No.: 17-021
City Hall, 6th Floor
222 West Main Street
Pensacola, FL 32502

Dear Mr. George Maiberger, Purchasing Manager:

As requested in RFP #17-021, we respectfully present our proposal for the redevelopment of the Former Blount School property.

As the developer, ParsCo brings over 20 years and \$2 billion in construction and management experience. Our most recent multi-family project in the Pensacola area that we completed was the Summer Vista Senior Living Project at 3450 Wimbledon Drive. ParsCo is currently in the process of developing two new hotel projects and another Senior Living project in the City of Pensacola.

Our team is completing Phase 1 of the Old East King Cottages Residential development throughout the Eastside neighborhood of Pensacola, FL. Currently six (6) homes have been constructed or are nearing completion, and all have been pre-sold. The success in the Eastside Neighborhood is our design inspiration and the basis of our proposal for the redevelopment of the former Blount School site. Some examples of these homes can be seen at 414 Brainerd, 1201 N. Davis, and 1203 N. Davis.

In response to this Request for Proposals, we have included the attached resumes of our key personnel and a graphic form that depicts our organizational structure. Our team will consist of three entities:

- 🏢 Developer and Proposer: ParsCo, LLC – Amir Michael Fooladi
- 🏢 Contractor/Builder: Urban Infill Corporation – Robert “Chris” Vail
- 🏢 Real Estate Company: Voyage Real Estate, LLC – John David Ellis, Jr. & John Rickmon

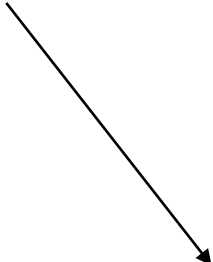
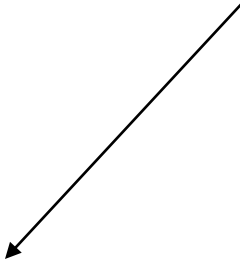
We have included resumes and Voyage Real Estate’s company profile – *Reference Exhibit “B”*.

ParsCo is a 100% minority owned, SBA 8(a) Certified Contractor dedicated to working with small disadvantaged businesses with a focus on our local community. Recent development efforts have been focused on revitalizing the Historic Belmont - De Villiers neighborhood. Both ParsCo and Voyage Real Estate have established our corporate headquarters in this neighborhood.


**DEVELOPER
& PROPOSER**



700 N. DeVilliers St.
Pensacola, FL 32501
Amir Michael Fooladi




CONTRACTOR/BUILDER



P.O. Box 4387
Pensacola, FL 32507
Chris Vail

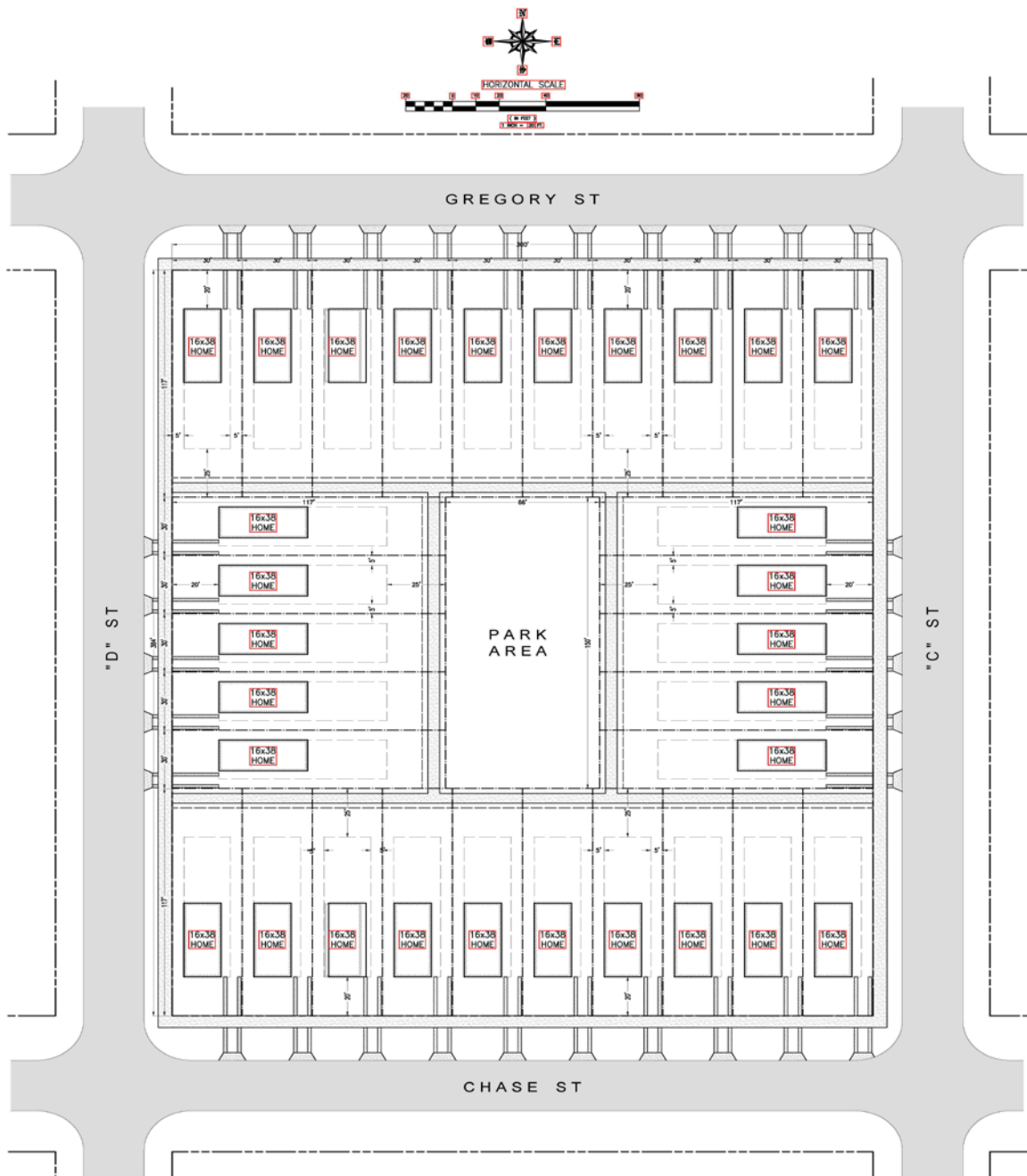
REAL ESTATE COMPANY



700 N. DeVilliers St.
Pensacola, FL 32501
John David Ellis, Jr.
John Rickmon

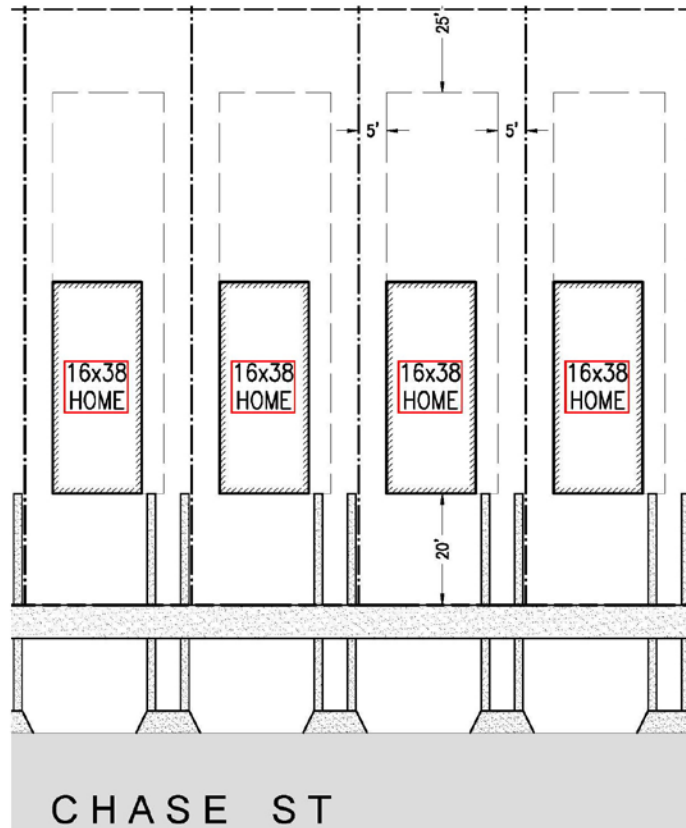
PARSCO PROJECT OVERVIEW

Our proposal is to return to the original plat that included thirty (30) parcels prior to the construction of the former Blount School. As shown below, this original plat and layout will provide the greatest density for single family dwellings and be most compatible with the current neighborhood design, the Westside plan, the adjacent blocks' parcel layout, and the City's desire for residential urban infill. *Reference Exhibit "C" for enlarged site plans.*



To provide linkage and cohesion with the surrounding neighborhood elements and additional enhancements that are most universally appealing, our plan includes a proposed center “core” for the block. It will serve as a greenspace for a future park area, community garden, playground, or common area.

The parcels will each remain within the current zoning requirements and have direct access to Chase Street, Gregory Street, “C”, and “D” streets for each resident. The parking configuration will be provided on-site adjacent to each residence, off-street.



ABOVE: TYPICAL RESIDENTIAL FOOTPRINT WITH DRIVEWAY

The landscape design will include plantings of trees and shrubs from the City of Pensacola approved planting list. It is our goal to provide an “enhanced” landscape design to include large canopy shade trees. Prior to our involvement, the parcel was completely clear cut. We will reestablish the ecosystem and build in harmony with the environment. We will employ a talented local landscape architect to provide designs which would provide an aesthetically pleasing landscape for each resident and the surrounding neighborhood.

The former Blount school property is within one of the old city blocks that originally contained 30 platted lots. The City allows these 30 lots to be reconfigured within the block if the new lots meet land development code requirements. In addition, because we are not exceeding the original density and reinstating the urban grid with single family detached homes, the project site shall be exempt from storm water management requirements.

“THE COTTAGES AT FIVE POINTS”

Located in West Downtown Pensacola, near the “Five Point” intersection, the project will be named “The Cottages at Five Points”.



Our proposed single family dwelling development will include thirty (30) new two-story homes with 2 bedrooms and 2 bathrooms. The size will be approximately a total of 1216 square feet of heated/cooled space and 168 square feet of exterior porches for a total of 1,384 gross square feet. “The Cottages at Five Points” standard specifications shall include:

- 2014 Florida Building Code Compliant Design
- On-site parking
- Stainless Steel Appliance package
- Stained concrete ground floor
- Carpet stairs and top floor
- Tile in upstairs baths
- Granite in kitchen
- Laminate tops in baths
- Standard lighting package
- Standard plumbing package
- Porch and balcony areas
- 14-SEER electric heat pump
- Concrete fiber cement board siding
- Vinyl Soffit
- 30-year Architectural shingle
- Non-impact doors/windows

The design of the “The Cottages at Five Points” will include architectural elements that include eaves, porches, balconies, hardi-plank siding, and other elements that are congruent to the existing architecture of the neighborhood. We have variations on different front elevations and roof configurations that we will offer buyers so the streetscape and each residence will have a feeling of uniqueness. *Reference Exhibit “D” for more information and floorplans.*



ABOVE: CONCEPTUAL ILLUSTRATION OF THE COTTAGES AT FIVE POINTS



ABOVE: ELEVATIONS OF FRONT, REAR, AND SIDES

ADA DESIGN OPTION

To provide a residential design that can be ADA accessible, our site plan allows for the use of a single-story, fully code compliant ADA residence. The design of this residence will be customized to each owner's preference.

COMMUNITY FORUM AND WORKSHOP




Prior to proceeding with the development, we strongly believe that a public input forum should be organized as referenced in the RFP. Our plans would include scheduling a community meeting with the assistance of the City of Pensacola Planning Department. Our approved site plan, proposed residences, and specifications would be provided to all that attend this meeting so we can inform and discuss the neighborhoods concerns and questions, and make any adjustments and changes the community and Developer agree upon. Once ParsCo is selected to redevelop this site, we would not just be investing into the City of Pensacola, but also this neighborhood and each resident that lives nearby. By creating a forum to discuss the project, our aim would be to make the neighboring community feel like partners in this project so they could help invite their future new neighbors we hope to bring into this area. We will endeavor to exceed the public and community needs by holding multiple forums so all voices can be heard.

PROJECT SCHEDULE

Reference Exhibit "E".

ACTIVITY	DAYS	START	FINISH
PROJECT PROPOSAL REVIEW PROCESS	23	24APR17	24MAY17
PROPOSAL AWARD	1	25MAY17	25MAY17
COMMUNITY FORUMS	60	26MAY17	18AUG17
DUE DILIGENCE	90	26MAY17	29SEP17
PRESALE/MARKETING START	30	21AUG17	29SEP17
CONSTRUCTION PLANS SUBMIT FOR APPROVAL	30	21AUG17	29SEP17
RESIDENTIAL SALES AND CLOSING PERIOD	120	02OCT17	20MAR18
CONSTRUCTION	400	13NOV17	31MAY19

Key Milestones:

-  Award : May 25, 2017
-  Community Forum: May 26 through August 18, 2017
-  Construction completion: June 1, 2019 or sooner

IDENTIFICATION OF VARIANCES OR INCENTIVES

To provide additional space adjacent to each of the Old King Cottages, we may request that the City grant a variance request on the side setback. This would be so that we could allow additional space for vehicles to park alongside each residence. This request will be determined before a final site plan is submitted for approval. By shifting the

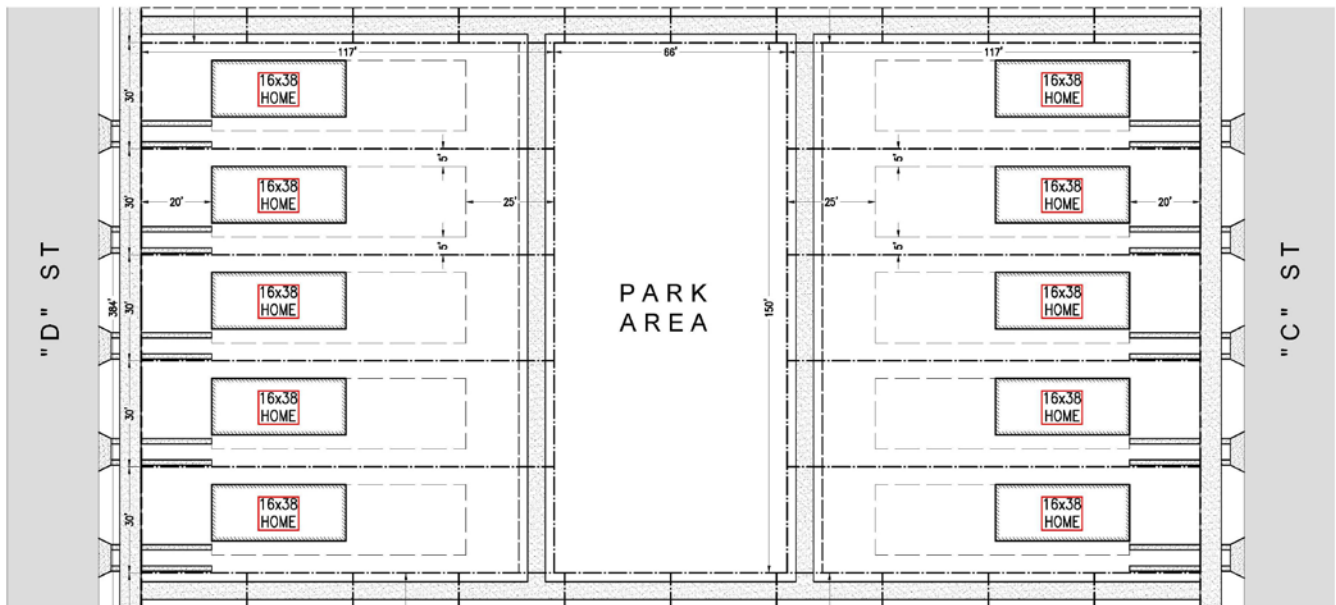
footprint of each residence over on one side we would have a larger side setback on the adjacent side. From the street view all residences would have identical spacing between them, however a “driveway” could be added along one side of each residence providing more access to the rear of the property as well. This request is not mandatory to our proposal but is an item that we may explore if awarded the sale of the property.

Additionally, we request that the City provide a Geotechnical Soils Report including a determination of subsurface conditions relating to existing structures, a Phase 1 ESA for the subject site and a Phase 2 if required. Our proposal is contingent on these studies being satisfactory to our project needs.

SITE UTILITIES

Please reference Exhibit “F” and “G” for the ECUA maps depicting the current water and sewer infrastructure in the area. Gravity sewer surrounds the site but a new 6” water main will have to be installed on “C” and “D” street to service the middle properties. Our proposal is contingent on ECUA providing these new water mains the entire block for each road. We have included a total of \$3,000.00 per residence for ECUA fees or a total of \$90,000.00 for site utility infrastructure to each residence.

Due to the nature of the RFP request to provide a “greenspace”, we also would like to explore the idea of allowing the “core” area to become part of the City of Pensacola’s Park and Recreation department’s jurisdiction. Our site plan depicts interior sidewalk easements and a “park area” that would need City of Pensacola approval along with maintenance of this area as required.



ABOVE: INTERIOR SIDEWALK EASEMENTS AND CITY OF PENSACOLA PARK AREA

RESIDENTIAL SALES PRICING AND MARKET STUDY

In order to verify that the sales of the new residential single family homes will be at market rate, Voyage Real Estate (Voyage) has provided a Comparative Market Analysis (CMA) based on similar size residential projects in the zip

code of 32501 and 32502.

Additionally, Voyage has provided the Pensacola Association of Realtors (PAR) Market Snapshot for our use in evaluating the market trends, market sales, and information regarding current residential inventory.

Please reference Exhibit “H” for the CMA data and Exhibit “I” for the PAR Market Snapshot.

Based on this information, our price point for sales on “The Cottages at Five Points” will be approximately \$199,000.00. Based on the current market trend and urban core demand, it is our goal to pre-sell all of the homes and build to suit.

Upon acceptance of this proposal and our due diligence period, our team would begin marketing efforts and construct a model home that may serve as an on-site sales center.

LAND SALE AND PUBLIC PRIVATE PARTNERSHIP (P3)

In accordance with our “Proposal Signature Form”, *Exhibit “A”*, we are proposing a minimum purchase price of \$240,000.00 (Two Hundred Forty-Thousand dollars and zero cents). This pricing is based on Thirty (30) parcels at \$8,000.00 each or 4% of sale price for each home, whichever is greater.

Our proposal is based on the City forming a Public Private Partnership with ParsCo where the payments for each parcel will be made at the time of closing on each pre-sale.

If the City prefers a lump sum purchase price for all thirty (30) parcels, our proposed purchase price would be reduced to \$200,000.00.

We believe it is in the City’s best interest to participate as a team member in this redevelopment opportunity. We share the City’s desire to have a housing development that is aesthetically pleasing and preserves the character of the neighborhood. Our proposal includes a greenspace “core” area that can remain as a City owned property which will benefit the entire neighborhood.

Based on the sales price of \$199,000.00 and thirty (30) homes, this project will provide a total of \$5,970,000.00 in property values. If all thirty (30) homeowners claim Homestead exemption, our estimate is that the taxable property values will be \$5,220,000.00.

This will be a significant source of additional revenue and additional monies to the CRA for the Urban Core.

The economic value for this project will not just be limited to property tax revenues. Our local utilities shall benefit from the additional services as well.

In the private sector, this project will provide local subcontractors and suppliers additional revenues. The local furniture stores, retail shops, restaurants, grocery stores, and even the downtown YMCA would benefit from additional residents moving into the area.

RESIDENTIAL FINANCING

Voyage will pre-sell the residences via a variety of mortgage financing options. The traditional conventional loan as well as FHA loans will appeal to lenders and banking institutions for our new construction projects. ParsCo is also an approved VA Builder which will allow all veterans to utilize a VA loan to purchase our homes.

With a price point of \$199,000.00, our evaluation on “affordability” for these projects to serve our local workforce as a viable option has resulted in the following analysis:

Based on HUD 2017 Median Family Income data, The Pensacola-Ferry Pass-Brent area is \$62,000.00. (*Reference Exhibit “J”*). This is equivalent to \$5,160.00 approximately in gross monthly income.

At a purchase price of \$189,000.00 (95/5 LTV), a 30-year mortgage with 4% interest, .75% property tax, and PMI of 0.5%, and \$1,000/year in home insurance would have a total mortgage payment of \$1,180.00 approximately.

Mortgage lenders typically prefer a debt to income ratio of 36% or less. Using the hypothetical numbers above, the debt to income ratio in this situation would be:

Gross Monthly Income = \$5,160.00 approximately

Estimated Monthly Expense = \$1,180.00 approximately

Debt to Income Ratio = 22.8%

EQUAL EMPLOYMENT OPPORTUNITIES

Our team provides equal employment opportunities and will initiate a Workforce Initiative that requires 75% of all construction workers on the project to live in either Escambia or Santa Rosa Counties – *Reference Exhibit “K”*.

In closing, ParsCo’s proposal for the former Blount school site is the best choice for redevelopment based on the following reasons:

- ▮ Our site plan restores the original plat which reinforces the historic, urban grid.
- ▮ Our site plan creates the greatest opportunity for home ownership while being sensitive to the surrounding neighborhood.
- ▮ Our Architectural design is consistent with the neighborhood - utilizing aesthetically pleasing, historical details.
- ▮ Valuable space has been designated for the City of Pensacola to utilize as a community garden, playground, or park area
- ▮ Our Public Private Partnership arrangement with the City increases the value of the land 20%.
- ▮ Side access and onsite parking for each resident provides function while maintaining the streetscape.
- ▮ The Residential price points are in-line with median income for Pensacola and financially ideal for workforce housing with a 22% DTI on average for mortgage payment.
- ▮ Enhanced landscape design provides necessary shade trees and restores the city's landscape.
- ▮ Our workforce initiative employs local residents and keeps money local.

- ▮ Our EEO Policy places a tremendous focus on minority participation.
- ▮ Our project will create an economic “ripple effect”, providing additional revenues to local vendors, retailers, hospitality, suppliers, and increase private sector demand.
- ▮ Developer and team are locally owned small businesses with headquarters within walking distance to site.
- ▮ Increases in property tax revenues and CRA Urban Core funds through maximized density is financially appealing to the City.
- ▮ Our design activates all four (4) sides of the block, bringing vibrancy to the neighborhood.
- ▮ Our development team is comprised of locally owned small businesses with a proven record of success.
- ▮ We offer an ADA design for single-story residences to be inclusive of individual's needs.
- ▮ Architectural variations create uniqueness along street frontage.
- ▮ We will host multiple community forums to discuss ideas with neighbors in the community to insure inclusiveness.
- ▮ Our proposal will encourage a true “live, work, play” environment for all residents by reducing the commute time for those that work downtown.

Lastly, we wish to thank the City of Pensacola for creating this Request for Proposal and allowing the public to participate and help shape our community. It is our hope that our vision for the former Blount school site will be selected.

Respectfully,

ParsCo, LLC

Amir Michael Fooladi
President/CEO

ENCLOSED ATTACHMENTS:

EXHIBIT “A” - PROPOSAL SIGNATURE FORM RFP 17-021

EXHIBIT “B” – TEAM RESUMES AND INFORMATION

EXHIBIT “C” – SITE PLANS

EXHIBIT “D” – THE COTTAGES AT FIVE POINTS RENDERINGS & PLANS

EXHIBIT “E” – DEVELOPMENT SCHEDULE

EXHIBIT “F” – ECUA SEWER MAP

EXHIBIT “G” – ECUA WATER MAP

EXHIBIT “H” – CMA DATA

EXHIBIT “I” – PAR MARKET DATA 2017 – 1ST QUARTER

EXHIBIT “J” – HUD 2017 MEDIAN FAMILY INCOME DATA

EXHIBIT “K” – WORKFORCE DIVERSIFICATION PLAN



EXHIBIT "A"

EXHIBIT "A"

PROPOSAL SIGNATURE FORM
RFP 17-021

FORMER BLOUNT SCHOOL PROPERTY SALE AND REDEVELOPMENT

I (WE) Parsco, LLC - Amir Michael Fooladi

certify that this Proposal is true and correct to the best of my (our) knowledge and belief, that no other persons other than those herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the Request For Proposals and is thoroughly familiar with their provisions and penalties.

PURCHASE PRICE (DOLLARS): \$240,000.00 - payable as \$8,000.00 per lot at time of pre-sale or 4% of sales price, whichever is greater. Reference page 9 for additional info.
WRITTEN PURCHASE PRICE: Two-hundred Forty thousand dollars.

Name and telephone number of person to contact concerning bid. Amir M. Fooladi 850-696-7656

Date: 4/24/17
Signature: Amir Michael Fooladi Firm: Parsco, LLC
Name: Amir Michael Fooladi Address: 700 N. De Villiers
Title: President / CEO City: Pensacola State/ZIP: FL, 92501
Telephone: 850-696-7656 Fax: 850-898-3423
Email: amir@pars-co.net

Date: _____
Signature: _____ Firm: _____
Name: _____ Address: _____
Title: _____ City: _____ State/ZIP: _____
Telephone: _____ Fax: _____
Email: _____

Attest: _____
Attest: _____

To receive consideration for award, this signature sheet must be returned as part of your response.



EXHIBIT "B"

- 1998 – 2008 W.G. Yates & Sons Construction Company
Senior Project Manager
- 1997-1998 Roy Anderson Corporation
Project Engineer/Estimator

HONORS, AWARDS, COMMITTEES:

2006	Construction Excellence Award-Association of Builders and Contractors (ABC)
2007	Excellence in Construction Award – ABC
2006-2007	ABC Project Manager of the Gulf Coast Award
2012 - PRESENT	Varco Pruden Pre-Engineered Metal Building Builder of the Southeast
2015 – PRESENT	1620 AM Radio Host – Restaurant Realty Show with Michael Carro
2015 – PRESENT	All Ears Gulf Coast Podcast Founder and Host
2015 – PRESENT	Belmont DeVilliers Neighborhood Association Member
2015 – PRESENT	Belmont DeVilliers Art Committee Board Member
2015 – PRESENT	University of West Florida Building Construction Program Board of Directors
2016 – PRESENT	Pensacola Airport Master Planning Board Committee – Belmont DeVilliers
2014	ACUMEN Human Centered Design Team – Pensacola, FL
Ranked 25 th in the	USA in Chess in 1990 – United States Chess Federation (USCF)
2016 – PRESENT	City of Pensacola Construction Board of Adjustments and Appeals
2016	ENTRECON Award – Entrepreneurs' Champion Finalist – 2 nd place

PROFESSIONAL EXPERIENCE:

Amir has 20 years and more than \$2 billion dollars of construction and management experience. He has successfully completed a wide variety of private and public sector projects, including medical, hospitals, assisted living facilities, restaurant, retail, hospitality, resort, casino, office, renovation, multi-family, institutional, military, civil, industrial, and state/government projects. Amir began his career early, working as an Estimator and Project Engineer while attending college, and later after graduation, he continued his progression into the roles of Lead Estimator, Project Manager, Senior Project Manager, and now President/CEO of his own successful firm. Amir has contractor licensure approval in 14 states and is responsible for all the aspects required to manage a project successfully and oversees all operations for ParsCo, LLC.

COMPETENCIES:

- Management duties including turn-key supervisory and management of all phases of construction on multiple projects including all subcontractor coordination, scheduling, safety, contracts, subcontractor and owner billings, purchase orders, submittals, change orders, requests for information (RFI's), and tracking of job costs. Responsible for hiring, coordinating, and supervising the tasks of internal staff and assigning work as required to execute projects. Responsible for overseeing all subcontractor activities and ensuring that they execute work in accordance with contractual and quality control/quality assurance goals. Oversee all project schedules to ensure timely or early completion dates. Manage all change orders and change management programs to maintain profits and minimize exposure.
- Safety Management duties including managing safety or occupational health program elements. Developing and recommending safety and occupational health policy to higher levels of management. Applying safety and occupational health laws, regulations, principles, theories, practices, and procedures to advise on or resolve technical matters dealing with occupational safety and health requirements. Developing safety and occupational health standards, regulations, practices, and procedures to eliminate or control potential hazards. Developing or implementing programs to reduce the frequency, severity, and cost of accidents and occupational injuries. Analyzing or evaluating new and existing jobs, processes, products, or other systems to determine the existence, severity, probability, and outcome of hazards. Designing or modifying workplaces, processes, products, or other systems to control or eliminate hazards. Inspecting or

surveying workplaces, processes, products, or other systems for compliance with established safety and occupational health policies or standards and to identify potential new hazards. Training of workers, supervisors, managers, or other safety and occupational health personnel in safety or occupational health subjects.

- Estimating duties including quantity takeoffs, budget analysis, value engineering, bid solicitation, request for proposals (RFP's), and bid day activities.
- Pre-construction duties including due diligence, feasibility studies, design coordination, consultant hiring, design/build, RFPs, review of plans/specifications, program management, and generation of drawings as required for bidding, construction, estimating, and field use.
- Marketing duties including business development and solicitation of work through contacts and relationships with area developers, architects/engineers, and contacts throughout the Southeast.
- Administrative duties including overseeing payables and receivables, generation of pay applications, development of procedures and systems to create organization within the company.
- Management and coordination of projects from conceptual design stages to construction phase to closeout/start-up, and final commissioning. Responsible for all planning and organizational decisions to ensure project success including staff hiring, jobsite setup, subcontractor design/build coordination, value engineering, Owner contract negotiations, and final coordination between Consultants to make projects a reality.

NOTABLE PROJECTS:

Portofino Condominium Phase 1
Pensacola Beach, FL

Palms of Destin Resort
Destin, FL

Restaurant Iron
Pensacola, FL

The Ruby Slipper Café
Pensacola, FL

Summer Vista
Pensacola, FL

VA Hospital Renovations
Tuscaloosa, AL

Federal Bureau of Prisons
Yazoo City, MS

Auburn University Wellness & Rec
Auburn, AL

LSU UMC Hospital
New Orleans, LA

University of Alabama Student Center
Tuscaloosa, AL

Seminole Hard Rock Café Casino
Tampa, FL

Silver Beach Condos
Destin, FL

Destin West Gulfside Condominium
Okaloosa Island, FL

St. Barth/St. Lucia Silver Shells Condominiums
Destin, FL

Grand Sandestin Hotel
Sandestin, FL

The Village of Baytowne Wharf
Sandestin, FL

UMC Acute Care Health Tower
Jackson, MS

Portofino Spa & Lifestyle Center
Pensacola Beach, FL

Wal-Mart Supercenter #182
Greenville, MS

Wal-Mart Supercenter Expansion #534
Lafayette, LA

Scarborough Middle School Renovation
Mobile, AL

Grand Casino Hotel Renovations
Biloxi, MS

The Blake at Gulf Breeze
Gulf Breeze, FL

Semmes Middle School Addition
Semmes, AL

Highland Plaza Office Complex
Jackson, MS

Hinds County Courthouse
Jackson, MS

Rankin County Public School CMA
Rankin County, MS

Russell County Detention Center
Phenix City, AL

The Blake at Malbis
Daphne, AL

The Blake at Township
Ridgeland, MS

Badlands a Roadside Bar
Pensacola, FL

Tarantola Historic Residence
Pensacola, FL

Hawkins Waterfront Residence
Gulf Breeze, FL

Zimet Loft Residence
Pensacola, FL

PERSONAL:

Married, with 3 children.

Former drummer for Church Worship Team

Member of First United Methodist Church of Robertsedale, AL

Enjoys playing chess, sports, and being outdoors.

Owns and operates the "Razzle Dazzle Farm" with his wife in Baldwin County, AL

Foster Home – State Certified.

Volunteer Work: Boys & Girls Club, Pensacola Chess Club, University of West Florida.

Robert C. Vail, PE
CBC1256598

PO Box 4387
Pensacola, FL 32507
(850) 457-4706

Email: urbaninfill@bellsouth.net

Resume

EDUCATION

B.S. Environmental Engineering, University of Florida, 1997

A.A. Pre-Engineering, Pensacola Junior College, 1993

AREAS OF SPECIALIZATION

Single-Family Residential Home Construction (both affordable and custom), Residential, Residential Building Renovation, Residential, Commercial and Industrial Land Development (including landscape design), Storm Water and Industrial Wastewater Treatment Systems Design and Permitting, Surface Water Permitting (including NPDES storm water), Mineral Mine Design and Permitting (including mining reclamation), Contamination Assessment, and Project Management and Business Development.

EXPERIENCE

Mr. Vail has over twenty (20) years of professional experience managing building construction, engineering and environmental projects. His initial experience was acquired while working for the Southern Company, Gulf Power Division, in environmental field operations. Current work is in building construction and land development, storm water, industrial waste water, water quality investigation, and environmental permitting. He currently simultaneously serves as President of Urban Infill Corporation and Vail Engineering and Environmental, Inc. (VEE).

REGISTRATIONS AND AFFILIATIONS

Certified Building Contractor, Florida (#CBC1256598)

Registered Professional Engineer, Florida (#59527)

The Homebuilders Association of Northwest Florida (HBA)

Florida Engineering Society (FES)

American Society of Civil Engineers (ASCE)

National Society of Professional Engineers (NSPE)

National Association of Environmental Professionals

Florida Association of Environmental Professionals

Congress for the New Urbanism

Seaside Institute

Resume

Urban Infill Corporation

Pensacola, Florida

President

July 2006 to Present

Recent Building Projects:

4021 Azure Way, Pensacola, Florida – Preparation of bid, coordination with client, performed all project management duties associated with approximately 3,700 SF main house and detached 3-car garage with loft apartment (5950 sf of total area). All exterior walls constructed using Insulated Concrete Forms (ICF), siding consists of James Hardie Colorplus Lap Siding and Azek trim, and metal AG panel roofing. New porcelain tile, slate tile, glass tile, and hand-carved Armstrong wood flooring, custom cabinetry and built-ins, granite counter tops, tray ceilings, impact resistant doors and windows, home automation and security system, natural gas fireplace, Kohler plumbing fixtures, Rennai Tankless Hotwater heaters, Rocky Mountain door hardware, Carrier HVAC systems, Stand-by Generator with automatic transfer switch, Trex porch decking, Harmony no VOC paint, and Insul-Soy Spray Foam insulation.

2732 Sunrunner Lane, Gulf Breeze, Florida – Preparation of bid, coordination with client, performed all project management duties associated with approximately 700 SF addition to an existing single family home. The addition consists of an elevated slab with 2x6 exterior stud wall construction. Stained concrete and bamboo flooring, new impact resistant windows, new HVAC system, new recessed lighting, new custom shoe closet, new slate tile walk-in shower with three (3) shower heads, new bar and cabinetry with Shirestone Counter tops and a 110-gallon aquarium, pine tongue and groove coffered ceilings, and home entertainment system. This home also included an Argentinean “Parilla” (barbeque) constructed from reinforced block with a dry stacked stone and stucco veneer, and lined with fire-brick in a herringbone pattern.

437 Creary Street, Pensacola, Florida – Preparation of bid, coordination with client, performed all project management duties associated with approximately 900 SF house built upon concrete block pilings. All exterior walls constructed using 2x6 studs, siding consists of James Hardie lap siding with Myratek trim, roofing is metal AG panel. New Brazilian Taurai flooring, pine tongue and groove ceilings and soffits, Trex porch decking, Paloma Tankless hotwater heater, impact resistant doors and windows, natural gas fireplace, custom built-in cabinetry and office desk, and radiant barrier roof decking.

Disaster Recovery, Baton Rouge, Louisiana – Recovery services included coordination with Insurance Adjusters and Insurance Companies, review of

Resume

existing insurance policies, preparation of new adjustments, mobilization and setup of work crews from Florida in disaster area, project management of multiple houses requiring structural repair, new roofing, interior demolition, new drywall and paint, and privacy fencing.

Old East King Cottages, City of Pensacola, Florida, President - Setup, organization and management of business. Coordinate all aspects of accounting, financial planning, marketing, sales, property management, proposals, contracts, presentations and general operations.

Project consists of twelve (12) inner-city residential lots slated for affordable home construction. Three (3) homes have been completed and qualified for the Hurricane Housing Relief Program for first-time homebuyers earning between 80 and 120% of the areas average median income.

413 E. Lloyd Street, Pensacola, Florida– Construction of a 2-bedroom, 2.5-bath, single family home consisting of 1216 SF of living area and 192 SF of front porches. This two-story home was constructed off-grade, and has 2x4 exterior walls clad with James Hardie lap and panel siding and an asphalt shingle roof. Work included all project management duties.

415 E. Lloyd Street, Pensacola, Florida – Construction of a 2-bedroom, 2.5-bath, single family home consisting of 1216 SF of living area and 192 SF of front porches. This two-story home was constructed off-grade, and has 2x4 exterior walls clad with vinyl siding and an asphalt shingle roof. Work included all project management duties.

1213 N. Davis Street, Pensacola, Florida – Construction of a 3-bedroom, 2-bath single family home consisting of 1272 SF of living area and 240 SF of front porch. This one-story home was constructed off-grade, and has 2x4 exterior walls clad with vinyl siding and an asphalt shingle roof. Work included all project management duties.

Arrowhead Coastal Cottages, Escambia County, Florida, President - Setup, organization and management of business. Coordinate all aspects of accounting, financial planning, marketing, sales, property management, proposals, contracts, presentations and general operations.

Project consists of eighteen (18) residential lots slated for affordable home construction.

928 NW 16th Avenue, Gainesville, Florida – Renovation of an existing 1910 Folk Victorian multi-family home (3-one bedroom units). Work included replacing all plumbing supply and drain lines, all electrical wiring with three (3) new panels, three (3) new HVAC systems, refinish flooring, metal roof repair, interior and exterior paint, plaster wall repair, etc.

502 NW 15th Avenue, Gainesville, Florida – Renovation of an existing 1946 Craftsman Style home constructed of limestone boulders. Work included

Robert C. Vail, PE
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Resume

refinishing all four (4) bedroom floors, upgrading plumbing, electrical wiring and HVAC system for the main house. A complete tear-down and remodel of the kitchen was performed. Complete renovation of the two-story, two-unit mother-in-law apartment. Work included all new plumbing, electrical wiring, HVAC systems, flooring, and replacement of an asbestos tiled roof.

609 North Spring Street, Pensacola, Florida – Renovation of an existing 1900 Folk Victorian duplex. Home was reconfigured to a single-family residential home. Work included upgrading plumbing, electrical wiring, HVAC, and flooring. One and a half baths were added to the home and walls (including load bearing) were modified to create a more modern floor plan.

Simpatico at Leeward Estates Phase I, LLC

Gainesville, Florida

President

January 2002 to June 2006

Projects:

Residential Subdivision, Leeward Subdivision, Escambia County, Florida, President – Setup, organization and management of business. Coordinate all aspects of accounting, financial planning, marketing, sales, property management, proposals, contracts, presentations and general operations.

Vail Engineering and Environmental, Inc.

Gainesville, Florida

Project Manager, Senior Engineer and President

September 2001 to Present

Projects:

Residential Subdivision, Leeward Subdivision, Escambia County, Florida, Project Manager - Development of a 42.34-acre subdivision in Pensacola, Florida. Prepared conceptual layouts and managed preparation of Master Plan, coordinated and managed surveyors, geotechnical and environmental consultants, attended pre-application meetings with Escambia County, prepared architectural standards, prepared homeowners association documents, and coordinated meetings with local home builders and realtors. Provided on-site construction observations in conjunction with prime and sub-contractor coordination. Construction included land clearing, earthwork, underground utility installation (sewer, water, stormwater, electrical, natural gas, cable and telephone cable), road construction, signage and striping, community pool and bath house construction, fencing and landscaping.

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Resume

Couch Ready Mix USA, Various Locations, Project Manager - Provided environmental engineering design and permitting of industrial waste water treatment systems. Design included: site reconnaissance, sub-surface soil investigations, site plan layout and design, structural engineering, water resources engineering, stormwater engineering and watershed analysis. Provided on-site construction management, development of BMPs, development of final operation and maintenance manuals, and permitting with the Department of Environmental Protection and governing municipalities.

Creative Environmental Solutions, Inc. (CES)

Gainesville, Florida

Project Manager/Senior Engineer/ Business Partner,

August 1997 to May 2003

Projects:

Residential Subdivision, Pearl Estates, Hernando County, Florida, Project Manager -Development of a 20-acre subdivision in Spring Hill, Florida. Prepared conceptual layouts and Master Plan, coordinated and managed surveyors, geotechnical and environmental consultants, performed presentations for the Planning and Zoning Board and the Board of County Commissioners, prepared construction drawings, prepared Conditional and Record Plats, and coordinated with utility agencies. Permits applications submitted to the Southwest Florida Water Management District, Florida Department of Environmental Protection, US Army Corps of Engineers, Fish and Wildlife Service, Florida Water Services, Time Warner, Spring Hill Fire Department, and Hernando County.

Wetland Mitigation Bank Permitting, Cherry Creek Properties, Inc., Valdosta, Georgia, Senior Engineer - Development of a Wetland Mitigation Banking Instrument for a 600 acre wetland bank along the Withlacoochee River. Performed wetland assessments, design of wetland restoration areas including the restoration of a black-water creek system, storm water and stream modeling, wildlife assessments and report preparation. Banking instrument was submitted to the USACOE (Savannah District), USFWS, USEPA and Georgia EPD.

Wetland Mitigation Bank Permitting, Wachovia Bank N.A., F&W Forestry, Services, Inc., Clay County, Florida, Senior Engineer - Development of a wetland mitigation bank feasibility Study for a proposed 2900 acre wetland bank adjacent to Greens and Rice Creeks in southern Clay County. Performed wetland assessments, design of wetland restoration areas including the restoration of a hardwood wetlands, storm water modeling, wildlife assessments and report preparation. Banking instrument was submitted to the USACOE (Jacksonville District), USFWS, USEPA and St. Johns River Water Management District.

Resume

Wetland Mitigation Bank Permitting, Richardson's Dairy, Baker County, Florida, Senior Engineer - Development of a wetland mitigation feasibility study for a proposed 640 acre wetland bank adjacent to the Nassau River in Baker County. Performed wetland assessments, design of wetland restoration areas including the restoration of a hardwood wetlands, storm water modeling, wildlife assessments and report preparation. Banking instrument was submitted to the USACOE (Jacksonville District), USFWS, USEPA and St. Johns River Water Management District.

Industrial Waste Water Systems Design, State of Florida, Tarmac America, Inc., Project Manager/Engineer - Provided environmental engineering design and permitting of industrial waste water treatment systems. Design included: site reconnaissance, sub-surface soil investigations, site plan layout and design, structural engineering, water resources engineering, stonnwater engineering and watershed analysis. Provided on-site construction management, development of BMPs, development of final operation and maintenance manuals, and permitting with various agencies including the Department of Environmental Protection and governing municipalities.

Industrial Waste Water Systems Design, Northwest Florida, Couch Ready-Mix USA., Project Manager/Engineer - Provided environmental engineering design and permitting of industrial waste water treatment systems. Design included: site reconnaissance, sub-surface soil investigations, site plan layout and design, structural engineering, water resources engineering, stormwater engineering and watershed analysis. Provided on-site construction management, development of BMPs, development of final operation and maintenance manuals, and permitting with the Department of Environmental Protection and governing municipalities.

Environmental Resource Permit and Stormwater and Industrial Wastewater Design, E.R. Jahna Industries, Inc., Cabbage Grove Mine (450 AC), Perry, Florida, Project Engineer - Developed and/or provided: Environmental Resource Permit Application, wetland mitigation plan, mining reclamation plan, stormwater system design, industrial wastewater system design, conservation easement language, surface and ground water sampling and analysis program, on- site construction management, BMP, Stormwater Pollution Prevention Plan (SWP3), and Spill Prevention, Control and Countermeasures Plan (SPCCP)

Environmental Resource Permit and Stormwater and Industrial Wastewater Design, Grubbs Construction, Lecanto Mine (148 AC), Lecanto, Florida, Project Engineer - Provided environmental resource application permit, conceptual mining reclamation plan, storm water and industrial waste water system design, and water quality monitoring and analysis program, and air quality permitting.

Industrial Waste Permitting at Concrete Batch Plants, CEMEX/Southdown, Inc., Central FL, Project Engineer - Provided environmental engineering design

Resume

and permitting of industrial waste water treatment systems. Design included: site reconnaissance, sub-surface soil investigations, site plan layout and design, structural engineering, water resources engineering, stormwater engineering and watershed analysis. Provided on-site construction management, development of BMPs, development of final operation and maintenance manuals, and permitting with various agencies including the Department of Environmental Protection and governing municipalities.

Industrial Waste Permitting at Concrete Batch Plants, Schwab Ready-Mix, Ft. Myers, Florida, Project Engineer - Provided environmental engineering design and permitting of industrial waste water treatment systems. Design included: site reconnaissance, sub-surface soil investigations, site plan layout and design, structural engineering, water resources engineering, stormwater engineering and watershed analysis. Provided on-site construction management, development of BMPs, development of final operation and maintenance manuals, and permitting with various agencies including the Department of Environmental Protection and governing municipalities.

Florida Rock and Sand Company, Inc., Concrete Batch Plants, Florida Keys, Project Engineer - CES was responsible for the design and permitting of a concrete batch plant. This also encompassed ground and surface water studies.

Cady Industries, Inc., Pearson, Georgia, Project Engineer - CES has completed several environmental projects for Cady including environmental compliance audits the development of a Storm Water Pollution Prevention Plan, Spill Control and Countermeasures Plan, engineering design for a new hazardous waste storage building, air permitting and NPDES industrial wastewater permitting through the Georgia EPD. Investigations included air sampling, surface water sampling and flow monitoring in the Alapaha basin.

City of Valdosta, Water Sewer, and Drainage Department, Wetland Permitting, Project Engineer – EAA/CES has been recently awarded a contract to provide the city with environmental permitting services for the construction of a 1.5 mile sewer access road in the Alapaha basin. The work will include wetland delineations, permit submittal to USACOE, development of a wetland mitigation plan and surveying.

Cone Constructors, Inc., Tampa, Florida, Project Engineer - CES provides Cone with a variety of environmental services including wetland delineations and permitting, groundwater/hydrogeological studies and sampling, surface water studies and sampling, environmental assessments and wildlife investigations.

OUR STORY

"Voyage is born in a city that was experiencing growth like never before." Our journey has just begun.

Page 4

MEET THE TEAM

Committed to bringing each client their best version of the Pensacola lifestyle; Meet our team.

Page 6

OUR PRODUCTS

Every industry has a product. Ours is a special brand of customer representation that is rooted in trust and authenticity. See why we are the best fit for you.

Page 9

VOYAGE REAL ESTATE



Company Profile



VOYAGE REAL ESTATE



ESTABLISHED
01.21.16

MISSION

To leave a legacy of genuine relationships, passion for our community, and knowledgeable, trustworthy agents committed to providing the best for our clients.

Your Journey
Starts Here

Your Journey Starts Here

04



OUR STORY

IT BEGINS IN 2016...

Voyage is born in a city that was experiencing growth like never before. Surrounding neighborhoods, places that had been forgotten and overlooked, were beginning to get attention again. Some neighborhoods, like Belmont-DeVilliers, had been fighting for a long time for revitalization. A neighborhood that had once been the epicenter of the city's musical and cultural heritage was reversing the impacts of suburban sprawl. Synergy amongst residents, business owners, and others in the community began to change the perception of the neighborhood from being an unsafe and undesirable part of the city to restoring the vibrant, vital, and diverse neighborhood that it once was.



"I believe in the Belmont-DeVilliers neighborhood, and I believe in the people who live and work here. So much so, that I chose to make the Belmont-DeVilliers neighborhood the headquarters for Voyage Real Estate."

-JOHN ELLIS



BUILDING COMMUNITY

Our company takes a principles-based approach to real estate, and our community, the neighborhoods we serve, are at the heart of that.



WWW.VOYAGEGULFCOAST.COM

OUR TEAM

**JOHN DAVID
ELLIS, JR.**



Owner & Broker

**JOHN
RICKMON**



broker + director of sales

**TRICIA
ANDERSON**



agent

**DAWN
ROMINE**



**SHERRY
RICHARDSON**



&

**THE ROMINE-
RICHARDSON TEAM**

agents

**PATRICK
FOLEY**



&

**VICKI
PAULCHEK**



TEAM PAULCHEK

agents

**KARLIE
TRULL**



marketing

OUR VISION + CORE VALUES

Voyage is a neighborhood Real Estate company in the greater Pensacola area with a strong commitment to honest relationships, clear knowledge of the local market, and dedication to ensuring straightforward transactions. The principle of "Highest and Best" guides our actions for our employees, our clients, and our community. We believe in Pensacola.

1

AUTHENTICITY

4

**HONEST
RELATIONSHIPS**

2

**ETHICAL
BEHAVIOR**

5

**COMMUNITY
CITIZENSHIP**

3

PROMOTING TRUST

6

HIGHEST + BEST

Your Journey Starts Here

08



OUR COMMITMENT

HIGHEST + BEST

While the concept of “Highest and Best” is fundamental in real estate and development, we extend its application to our community, our agents, and our clients.

COMMUNITY

Trust that their agents will advocate for policies that will result in the best quality of life for the people of our community.

AGENT

Being surrounded with a team of people who focus on building lasting relationships, practical knowledge, and personal growth.

CLIENT

Belief that they can depend on their agent to provide a smooth transaction, strong representation, & the ability to live the American dream.

Voyage Real Estate

OUR PRODUCTS

Our agents specialize in different locations and property types, and assist clients looking to buy, sell, and invest in residential, commercial, and ground-up development. Here's a taste of some of our work.

NEIGHBORHOOD DEVELOPMENT



WWW.OLDEASTKINGCOTTAGES.COM

DOWNTOWN CONDOS



WWW.THEWARFIELDPENSACOLA.COM

BEACH GET-AWAYS



LAND + COMMERCIAL





OUR SALES | YEAR 1

Our goal at Voyage is to grow with the Pensacola community in a way that leaves a lasting impression, and stills hope and pride for future generations. In 2016 our company represented 46 sides and was responsible for over \$6.5 million dollars in transactions.

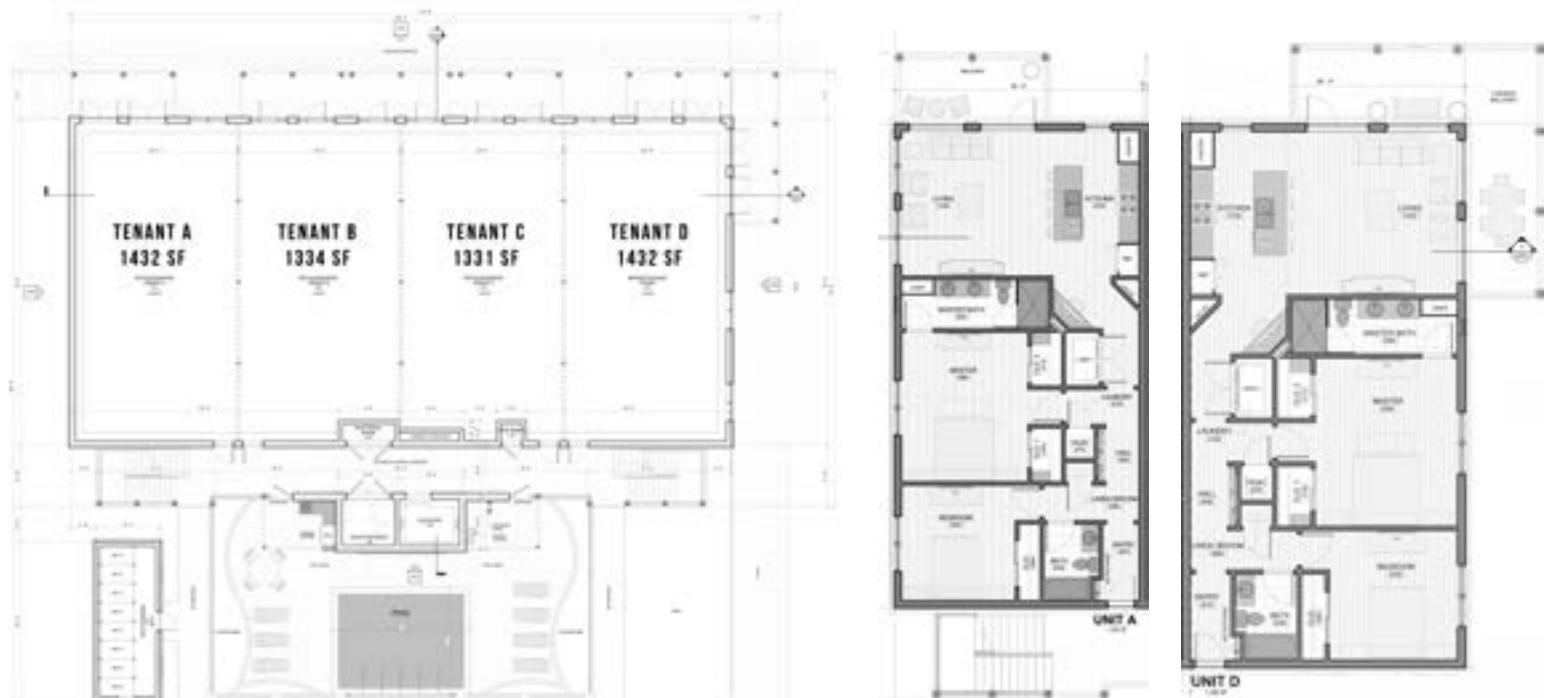
\$6,585,673.50

46 SIDES

CURRENT DEVELOPMENT

THE WARFIELD

- Represents over 5 million dollars in residential sales and commercial leases
- Created a comprehensive marketing campaign to attract residential buyers and commercial tenants
- Coordinated communication between the developer, legal, and design teams



CURRENT DEVELOPMENT

OLD EAST KING COTTAGES

- Nearly 1 million dollars in residential sales
- Collaborated with local lenders to secure pre-sale financing
- Generated sales through social media marketing and personal meetings with the builder/developer.



Your Journey Starts Here

014

YOU WANT TO LEAVE A LEGACY

WE DO TOO





ADDRESS

Voyage Real Estate,
LLC
700 Belmont DeVilliers
St
Pensacola, FL
32501

ONLINE

Website
voyagegulfcoast.com

Social Media
[@voyagegulfcoast](https://www.instagram.com/voyagegulfcoast)
[@voyagesalesteam](https://www.instagram.com/voyagesalesteam)



EXHIBIT “C”



HORIZONTAL SCALE



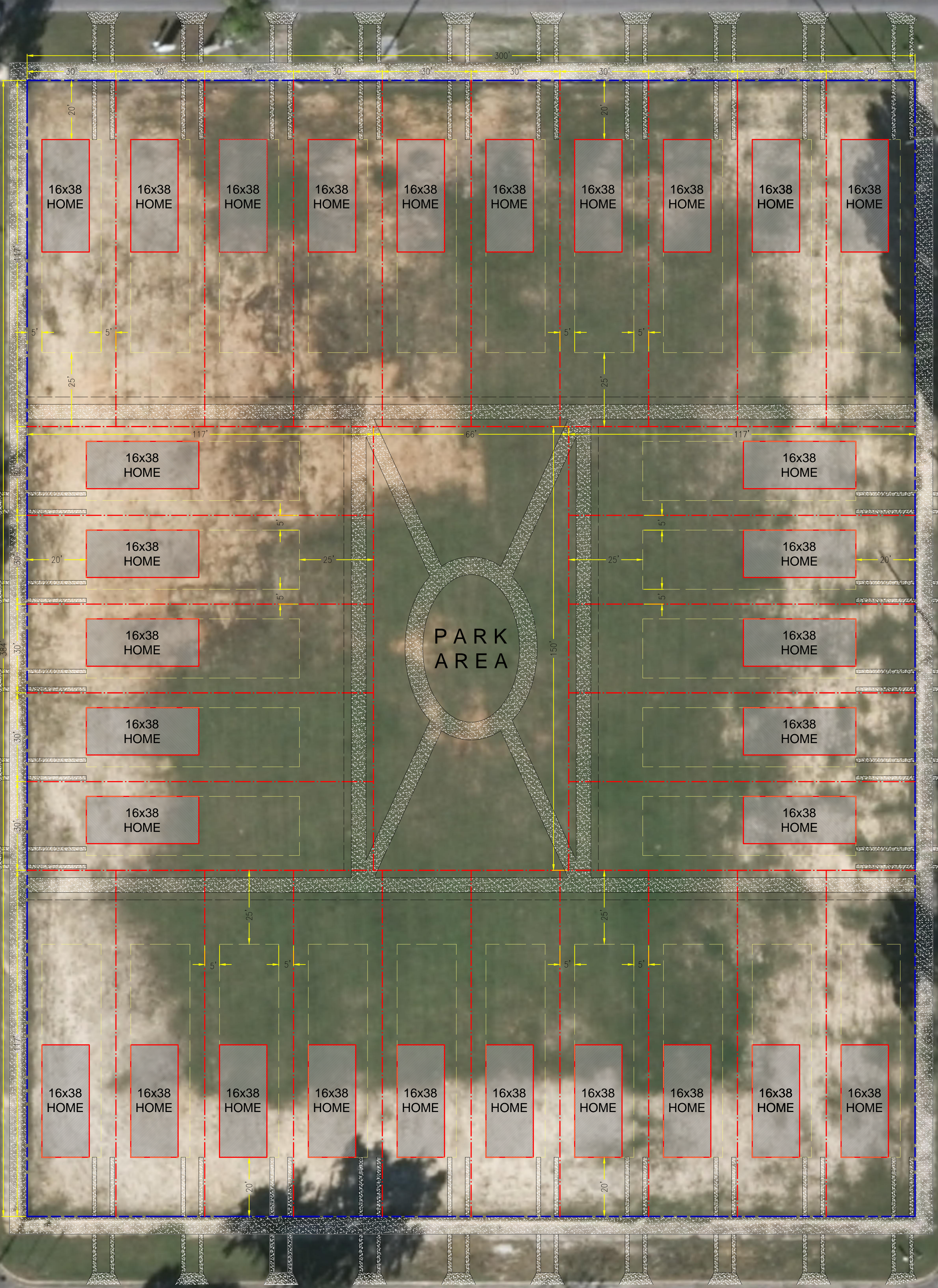
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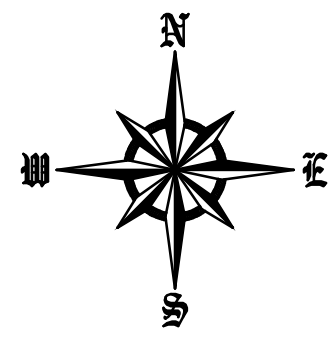
GREGORY ST

" D " ST

" C " ST

CHASE ST





HORIZONTAL SCALE



(IN FEET)
1 INCH = 20 FT.

GREGORY ST

"D" ST

"C" ST

PARK
AREA

CHASE ST

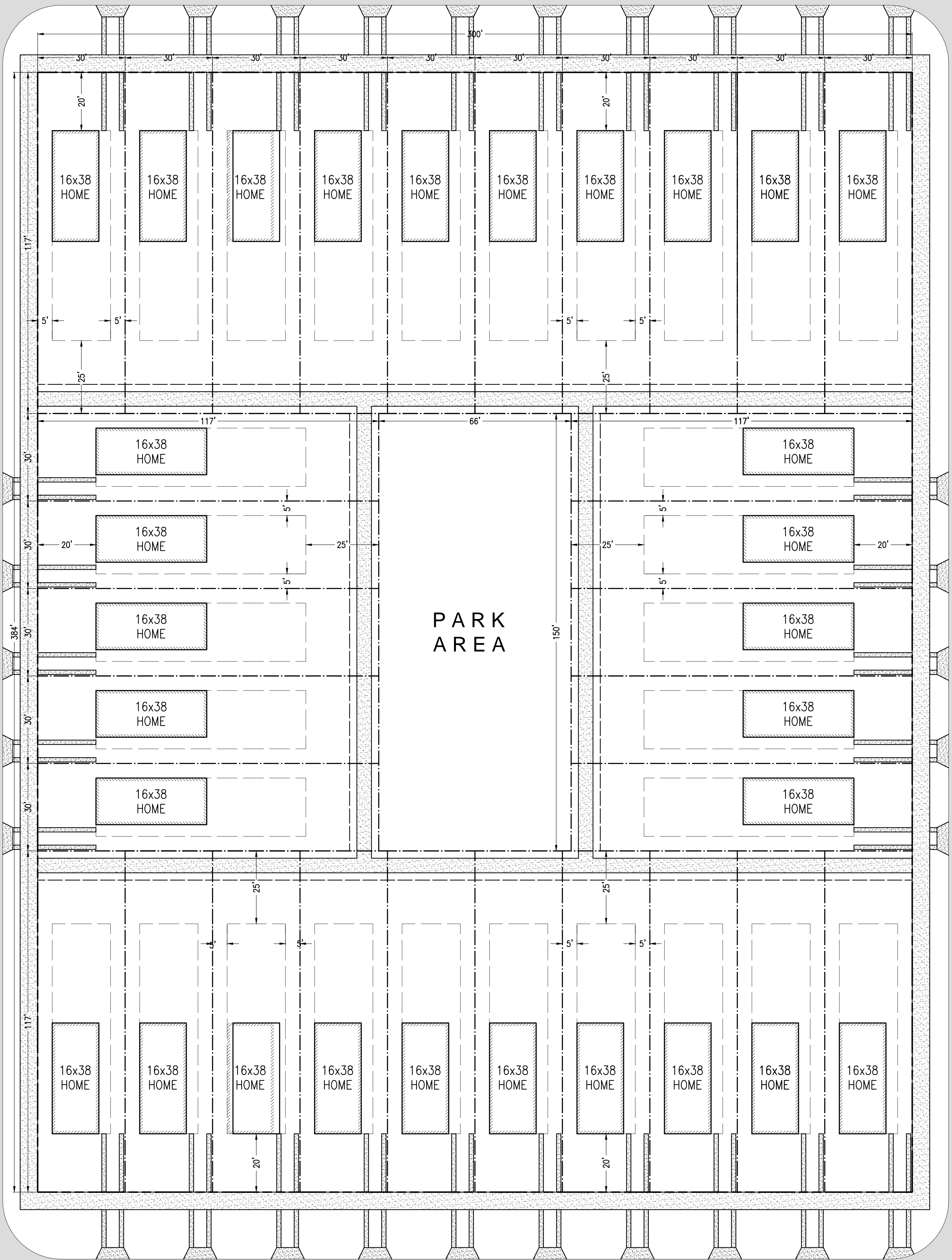
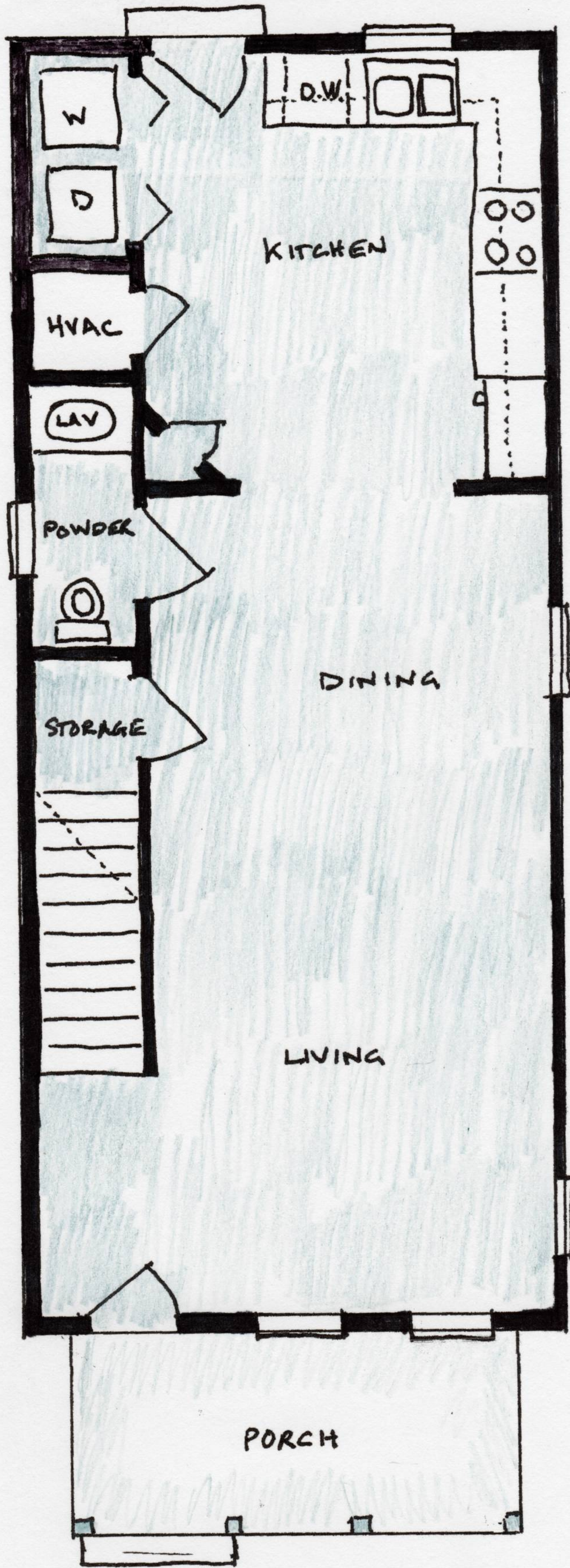
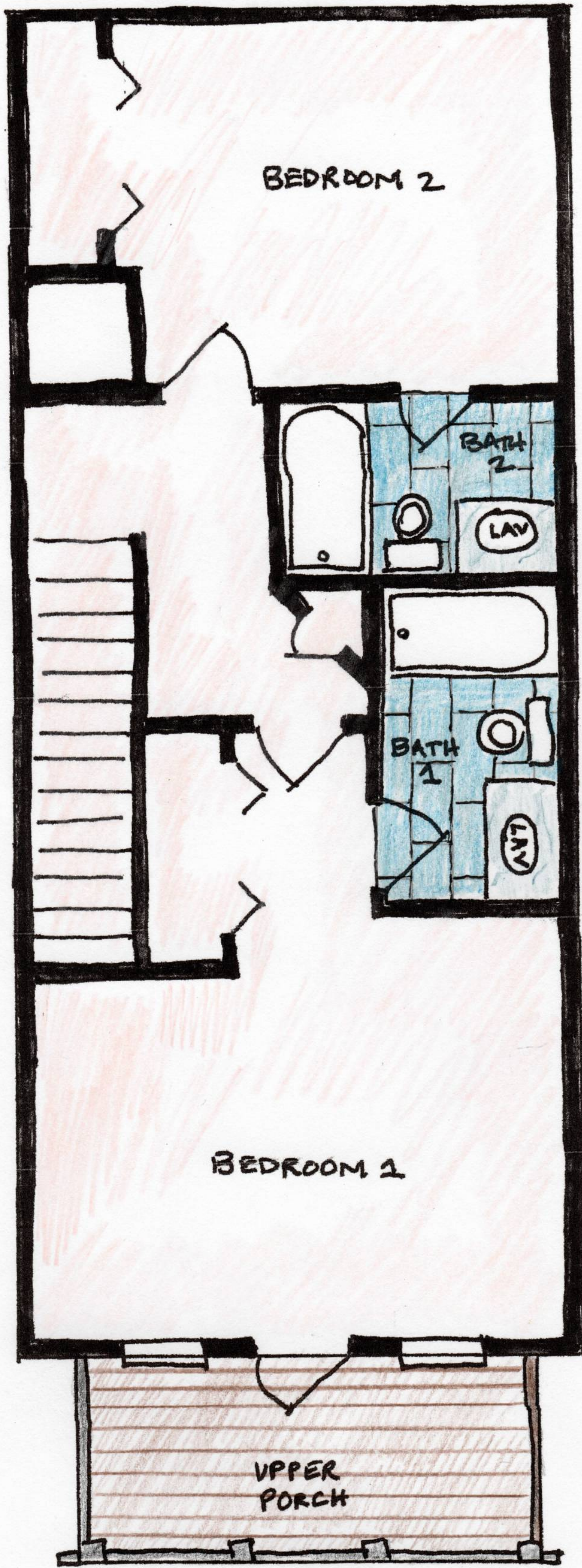




EXHIBIT “D”







THE COTTAGES AT FIVE POINTS

PRELIMINARY SPECIFICATIONS

Standard Features:

1216 SF of Living Area on two (2) floors
180 SF of double gallery front porches
2 Bedrooms, 2.5 Baths
150 MPH wind speed design
10' High ceilings on first level
Ceiling fans in bedrooms and living room
Stainless steel appliance package
30-year architectural shingle roofing
Cement fiber lap siding
Stained concrete flooring on first level, tile in bathrooms and carpet in bedrooms
All plywood cabinetry
Granite countertops
Wooden privacy fencing

Builder Allows the Following Client Selections:

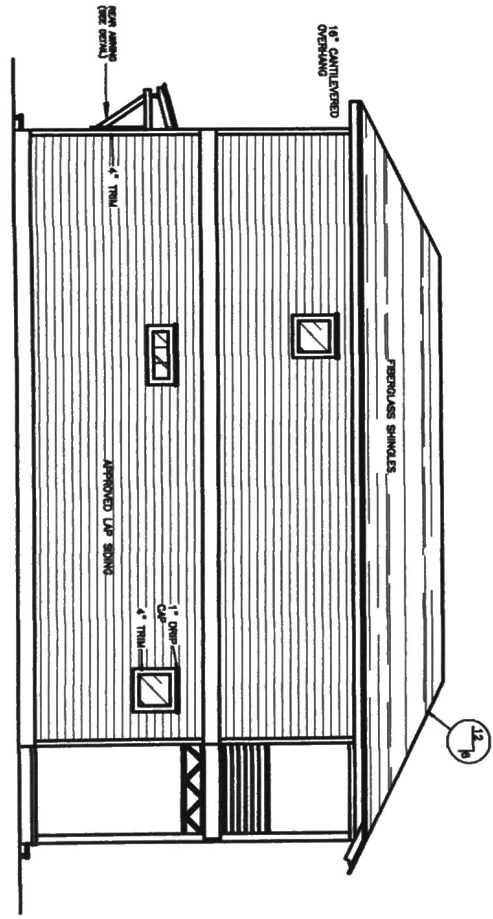
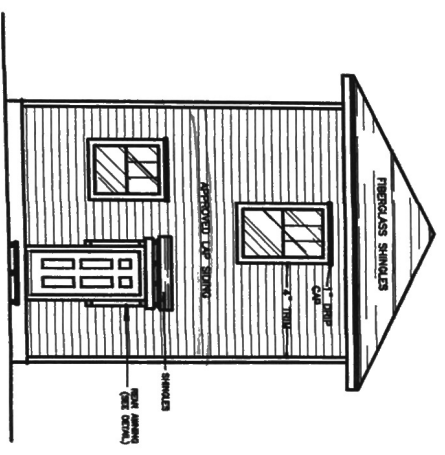
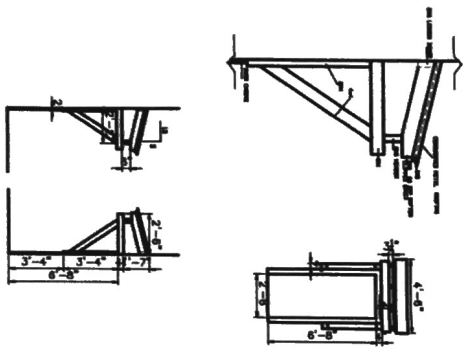
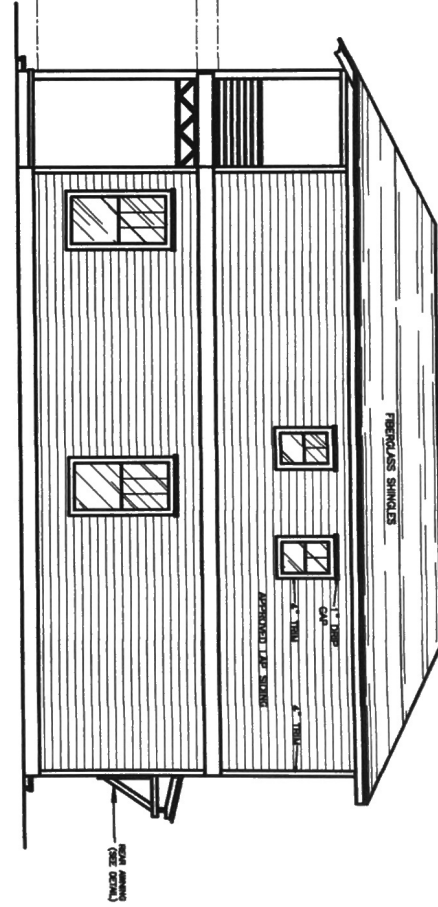
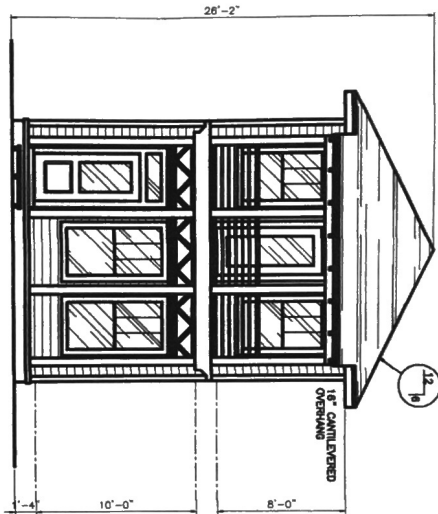
- Interior and exterior paint colors
- Carpeting, tile and stained concrete flooring colors
- Cabinet, Door, and hardware colors
- Interior door panel configuration

Available Custom Upgrade Options Include:

- Decorative wood interior staircase
- Impact resistant doors and windows
- Wood or tile flooring for first level
- Metal roofing
- Fireplace
- Spray foam insulation in attic
- Irrigation system

Base Price: \$199,000.00*

***-Does not include construction financing, but financing may be available for qualified buyers**



Today's Homes of Northwest Florida, Inc.
 DESIGNER: JAMES C. BOZZEMAN
 101 S. ALCANEZ ST., PENSACOLA, FL 32501
 (850)-432-3510 FAX: 434-2375

DRAWING NO.: B-1256-WF	DRAWN BY: JASON BALTIMORE	DATE: MARCH 2007
	SCALE: 1/4" = 1'	SHEET NUMBER: 2 OF 7

DESCRIPTION: ELEVATION VAIL
 © COPYRIGHT 1999, RIGHTS RESERVED. DO NOT REPRODUCE WITHOUT WRITTEN PERMISSION OF JAMES C. BOZZEMAN, OR TODAY'S HOMES OF NORTHWEST FLORIDA, INC. VERIFY DIMENSIONS BEFORE CONSTRUCTION. DESIGNER IS NOT RESPONSIBLE FOR ANY CHANGES TO ORIGINAL DESIGNS.

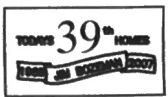




EXHIBIT “E”



ACTIVITY	DAYS	START	FINISH	2017												2018												2019					
				APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN			
PROJECT PROPOSAL REVIEW PROCESS	23	24APR17	24MAY17	[Red bar from APR to MAY]																													
PROPOSAL AWARD	1	25MAY17	25MAY17	[Red bar at MAY]																													
COMMUNITY FORUMS	60	26MAY17	18AUG17	[Red bar from MAY to AUG]																													
DUE DILIGENCE	90	26MAY17	29SEP17	[Red bar from MAY to SEP]																													
PRESALE/MARKETING START	30	21AUG17	29SEP17	[Red bar from AUG to SEP]																													
CONSTRUCTION PLANS SUBMIT FOR APPROVAL	30	21AUG17	29SEP17	[Green bar from AUG to SEP]																													
RESIDENTIAL SALES AND CLOSING PERIOD	120	02OCT17	20MAR18	[Red bar from OCT to MAR]																													
CONSTRUCTION	400	13NOV17	31MAY19	[Red bar from NOV to MAY]																													

Start date 24APR17
 Finish date 31MAY19
 Data date 24APR17
 Run date 22APR17
 Page number 1A
 © Primavera Systems, Inc.

Blount School Redevelopment

- Early bar
- Progress bar
- Critical bar
- Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point



EXHIBIT “F”



EXHIBIT “G”





EXHIBIT “H”

No two homes are identical, which is why choosing a sales price or offer price for a home can be challenging. That's where the comparable market analysis, or CMA, can be useful.

What is a CMA?

The CMA is a side-by-side comparison of homes for sale and homes that have recently sold in the same neighborhood and price range. This information is further sorted by data fields such as single-family or condo, number of bedrooms, number of baths, postal codes, and many other factors. Its purpose is to show fair market value, based on what other buyers and sellers have determined through past sales, pending sales and homes recently put on the market.

How is the CMA created?

CMAs are generated by a computer program supplied by your real estate agent's multiple listing service (MLS). The MLS is available to licensed members only, including brokers, salespeople, and appraisers, who pay dues to gain access to the service's public and proprietary data, including tax roll information, sold transactions, and listings input by all cooperating MLS members.

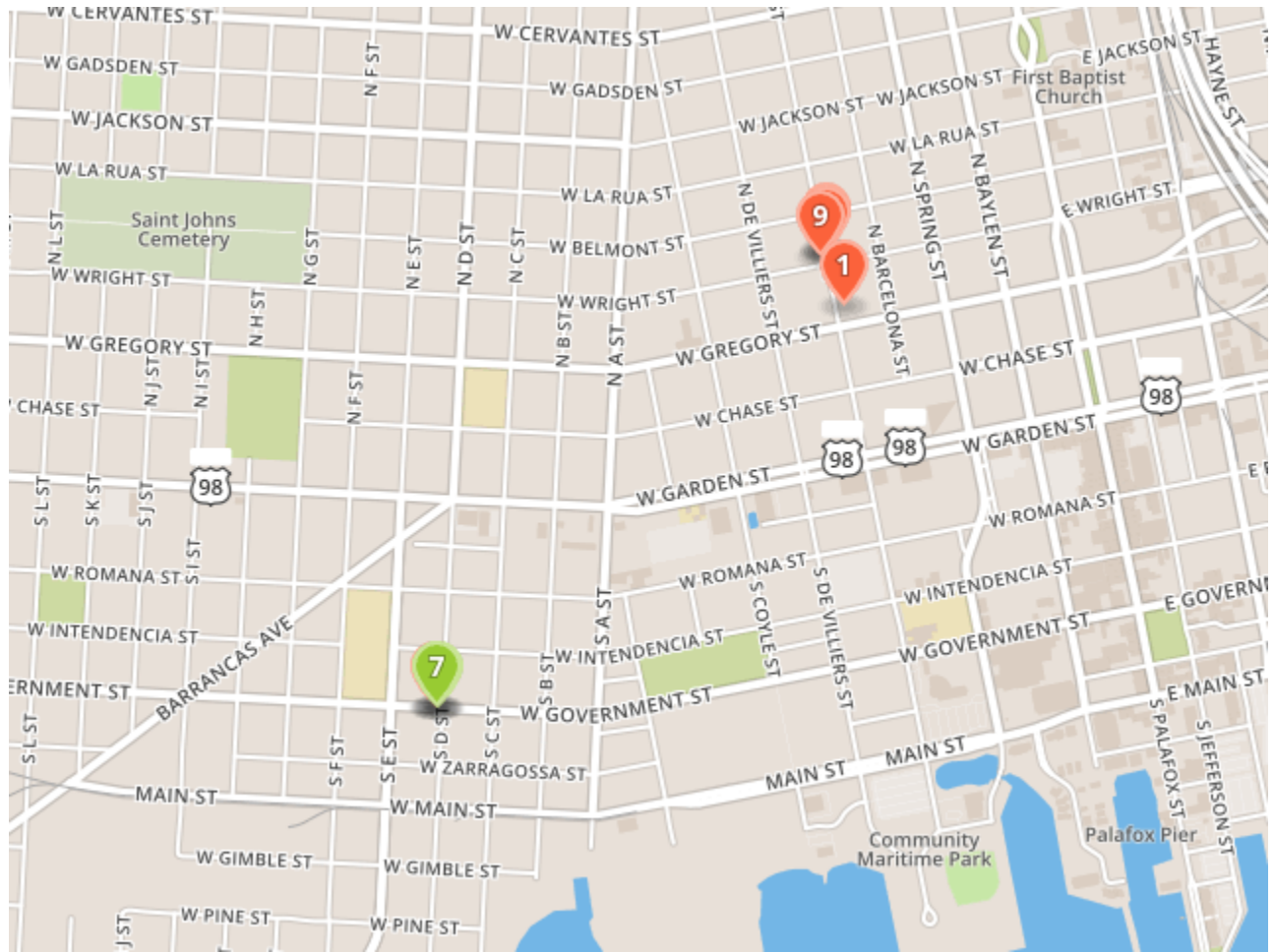
Listing agents generate CMAs for their sellers, and buyer's agents create them for their buyers so both sides know what current market conditions are for the homes they're interested in comparing.

How accurate are CMAs?

The CMA is a here-and-now snapshot of the market, based on the most recent data available, but it can instantly be rendered obsolete by a new listing, or a change of status in a home with the same criteria. Why? The market is constantly changing – new listings, pending sales, closed sales, price reductions, and expired listings.

CMAs can vary widely, depending on the knowledge and skill of the person inputting the search parameters to the software as well as the number and type of data fields that are chosen. That means some features may not be included.

As informative as the CMA is, it should only be used as a tool and should not substitute for your real estate professional's knowledge and advice.



	MLS #	Status	Address	Price
1	510338	S	230 N REUS ST	\$172,900
2	497799	S	327 N REUS ST	\$180,928
3	497800	S	323 N REUS ST	\$181,352
4	497013	S	331 N REUS ST	\$185,175
5	512822	S	1117 W GOVERNMENT ST	\$195,000
6	512623	A	1111 W GOVERNMENT ST	\$199,000
7	512833	A	1113 W GOVERNMENT ST	\$199,000
8	512832	A	1115 W GOVERNMENT ST	\$199,000
9	497801	S	319 N REUS ST	\$199,616

Status: S = Sold, A = Contingent, A = Active

Sold Listings

Address	Beds	Baths	YrBlt	SqFt	Lotsize	Price	Sold Price	Sold Date
230 N REUS ST	2	2.00	2017	1,040		\$172,900	\$172,900	3/7/17
327 N REUS ST	2	2.00	2016	1,040		\$180,928	\$180,928	8/22/16
323 N REUS ST	2	2.00	2016	1,040		\$181,352	\$181,352	8/22/16
331 N REUS ST	2	2.00	2016	1,040		\$185,175	\$185,175	9/15/16
1117 W GOVERNMENT ST	3	2.00	2017	1,219		\$195,000	\$195,000	4/21/17
319 N REUS ST	2	2.00	2016	1,040		\$199,616	\$199,616	8/22/16
Averages				1,069	0	\$173,417	\$185,829	

Active Listings

Address	Beds	Baths	YrBlt	SqFt	Lotsize	Price	Sold Price	Sold Date
1111 W GOVERNMENT ST	3	2.00	2017	1,219		\$199,000		
1113 W GOVERNMENT ST	3	2.00	2017	1,219		\$199,000		
1115 W GOVERNMENT ST	3	2.00	2017	1,219		\$199,000		
Averages				1,219	0	\$199,000		

S 230 N REUS ST, Pensacola

\$172,900

Listing information

Courtesy of Berkshire Hathaway HomeServices PenFed Realty

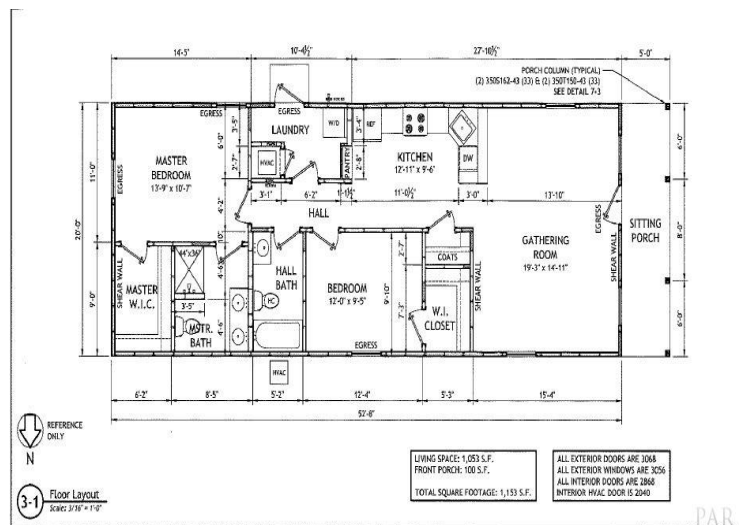
MLS#: 510338	Beds: 2	Sq Ft: 1,040	Sold Date: 3/7/17
Status: Sold	Baths: 2.00	Year Built: 2017	DOM: 78

Features

Construction: STEEL **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** DOUBLE PANE **Equipment:** SMOKE DETECTOR **Floor:** SEE REMARKS **Dining Room:** LIVING/DINING COMBO **Kitchen:** DISHWASHER, REFRIGERATOR, SELF CLEAN OVEN **Pool:** NONE **Water/Sewer:** SEWER AVAILABLE **Roof:** METAL **Style:** COTTAGE **Zoning:** CITY **Acres:** 0.2506

Remarks

Welcome to the "Best Little Cottage in Pensacola". Unique to the marketplace our homes are built using steel components for our wall and roof systems. These homes are Hurricane resistant, mold and mildew resistant, termite resistant and fire resistant. Home features fiberglass entry door, galvulume roofing, Hardi Plank Color Plus siding, Renai continuous hot water gas system, Kenmore stainless steel appliances, double pane vinyl insulated windows, laundry room with space for a stackable washer/dryer, large master bedroom walk in closet, ceiling fans in both bedrooms and living room, irrigation system and sodded yard.



PROPERTY DETAILS

MLS #497799

S 327 N REUS ST, Pensacola

\$180,928

Listing information

Courtesy of Berkshire Hathaway HomeServices PenFed Realty

MLS#: 497799	Beds: 2	Sq Ft: 1,040	Sold Date: 8/22/16
Status: Sold	Baths: 2.00	Year Built: 2016	DOM: 136

Features

Construction: STEEL **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** DOUBLE PANE **Equipment:** SMOKE DETECTOR **Floor:** SEE REMARKS **Dining Room:** LIVING/DINING COMBO **Kitchen:** DISHWASHER, REFRIGERATOR, SELF CLEAN OVEN **Pool:** NONE **Water/Sewer:** SEWER AVAILABLE **Roof:** METAL **Style:** COTTAGE **Zoning:** CITY **Acres:** 0.08

Remarks

Welcome to the "Best Little Cottage in Pensacola". This unique home was designed using new techniques for residential home construction. This home offers the following features not found in conventionally constructed homes. *Fiberglass Entry Door *Steel Wall and Roof Construction *Metal "Energy Saver" Roof by Union Corrugating Company Co. Hardi Plank Exterior Siding, Interior Wall finish is Georgia Pacific Marsh Plus Mold and Fire resistant. *Double Pain Vinyl 1/1 Insulated Windows *Luxury Vinyl Plank Flooring. Fire and Mold Resistant. *Tough Rock All Wood shaker style kitchen cabinets, 10 years warranty, laminate tops *Tankless Water Heater *House is Hurricane Resistant - withstands winds up to 160 MPH *House is Fire, Mold and Termite Resistant *Kitchen has large pantry and Kenmore Stainless Steel Appliances: Free standing Electric Range 1.6 CuFt Over-the-range Microwave Hood Dishwas...



Information is deemed reliable but not guaranteed.

Source: PAOR

John Rickmon | Voyage RE, LLC | goodcleanliving@gmail.com

PROPERTY DETAILS

MLS #497800

S 323 N REUS ST, Pensacola

\$181,352

Listing information

Courtesy of Berkshire Hathaway HomeServices PenFed Realty

MLS#: 497800	Beds: 2	Sq Ft: 1,040	Sold Date: 8/22/16
Status: Sold	Baths: 2.00	Year Built: 2016	DOM: 136

Features

Construction: STEEL **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** DOUBLE PANE **Equipment:** SMOKE DETECTOR **Floor:** SEE REMARKS **Dining Room:** LIVING/DINING COMBO **Kitchen:** DISHWASHER, REFRIGERATOR, SELF CLEAN OVEN **Pool:** NONE **Water/Sewer:** SEWER AVAILABLE **Roof:** METAL **Style:** COTTAGE **Zoning:** CITY **Acres:** 0.08

Remarks

Welcome to the "Best Little Cottage in Pensacola". This unique home was designed using new techniques for residential home construction. This home offers the following features not found in conventionally constructed homes. *Fiberglass Entry Door *Steel Wall and Roof Construction *Metal "Energy Saver" Roof by Union Corrugating Company Co. Hardi Plank Exterior Siding, Interior Wall finish is Georgia Pacific Marsh Plus Mold and Fire resistant. *Double Pain Vinyl 1/1 Insulated Windows *Luxury Vinyl Plank Flooring. Fire and Mold Resistant. *Tough Rock All Wood shaker style kitchen cabinets, 10 years warranty, laminate tops *Tankless Water Heater *House is Hurricane Resistant - withstands winds up to 160 MPH *House is Fire, Mold and Termite Resistant *Kitchen has large pantry and Kenmore Stainless Steel Appliances: Free standing Electric Range 1.6 CuFt Over-the-range Microwave Hood Dishwas...



Information is deemed reliable but not guaranteed.

Source: PAOR

John Rickmon | Voyage RE, LLC | goodcleanliving@gmail.com

S 331 N REUS ST, Pensacola

\$185,175

Listing information

Courtesy of Berkshire Hathaway HomeServices PenFed Realty

MLS#: 497013	Beds: 2	Sq Ft: 1,040	Sold Date: 9/15/16
Status: Sold	Baths: 2.00	Year Built: 2016	DOM: 178

Features

Construction: STEEL **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** DOUBLE PANE **Equipment:** SMOKE DETECTOR **Floor:** SEE REMARKS **Dining Room:** LIVING/DINING COMBO **Kitchen:** DISHWASHER, REFRIGERATOR, SELF CLEAN OVEN **Pool:** NONE **Water/Sewer:** SEWER AVAILABLE **Roof:** METAL **Style:** COTTAGE **Zoning:** CITY **Acres:** 0.08

Remarks

Welcome to the "Best Little Cottage in Pensacola". This unique home was designed using new techniques for residential home construction. This home offers the following features not found in conventionally constructed homes. *Fiberglass Entry Door *Steel Wall and Roof Construction *Metal "Energy Saver" Roof by Union Corrugating Company Co. Hardi Plank Exterior Siding, Interior Wall finish is Georgia Pacific Marsh Plus Mold and Fire resistant. *Double Pain Vinyl 1/1 Insulated Windows *Luxury Vinyl Plank Flooring. Fire and Mold Resistant. *Tough Rock All Wood shaker style kitchen cabinets, 10 years warranty, laminate tops *Tankless Water Heater *House is Hurricane Resistant - withstands winds up to 160 MPH *House is Fire, Mold and Termite Resistant *Kitchen has large pantry and Kenmore Stainless Steel Appliances: Free standing Electric Range 1.6 CuFt Over-the-range Microwave Hood Dishwas...



Information is deemed reliable but not guaranteed.

Source: PAOR

S 1117 W GOVERNMENT ST, Pensacola

\$195,000

Listing information

Courtesy of EXIT REALTY N. F. I.

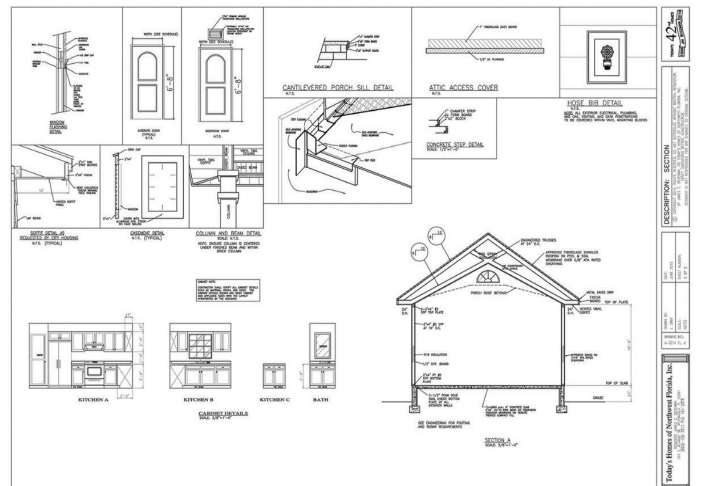
MLS#: 512822	Beds: 3	Sq Ft: 1,219	Sold Date: 4/21/17
Status: Sold	Baths: 2.00	Year Built: 2017	DOM: 70

Features

Construction: FRAME **Exterior:** BACKYARD FENCE, PORCH **Interior:** CABLE AVAILABLE, CEILING FANS, HIGH SPEED INTERNET AVAIL, LAUNDRY INSIDE **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** CEILING FANS, DOUBLE PANE, INSULATED CEILINGS, INSULATED DOORS, INSULATED WALLS **Equipment:** NONE **Floor:** VINYL, W/W CARPET **Dining Room:** KITCHEN/DINING COMBO **Kitchen:** BUILT-IN MICROWAVE, DISHWASHER, DISPOSAL, ELECTRIC STOVE, GRANITE COUNTERTOPS **Pool:** NONE **Water Feat.:** NONE **WaterFront:** NONE **Water/Sewer:** PUBLIC SEWER, PUBLIC WATER **Roof:** COMPOSITE SHINGLE **Style:** COTTAGE **View:** NONE **Zoning:** RES SINGLE

Remarks

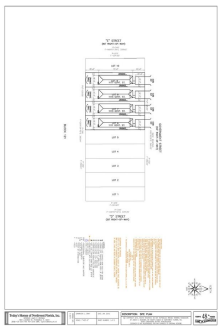
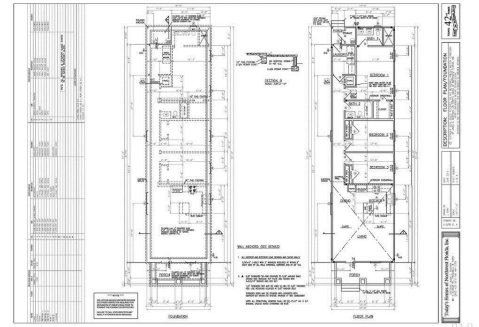
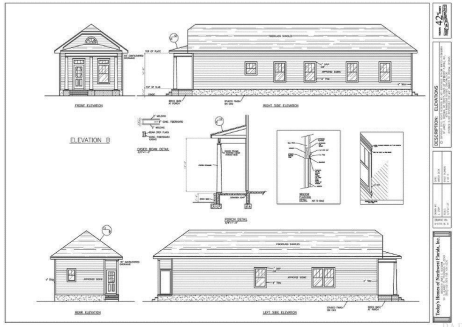
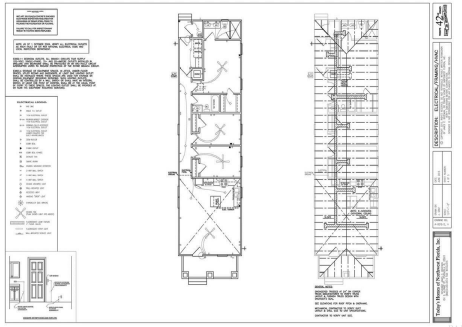
Brand new affordable downtown living ! 2 blocks from Maritime Park and the newly developed Corrine Jones Park. Beautiful 3 bedroom 2 bath home with cathedral ceiling and recessed lighting and Granite counter tops with stainless steel appliances. The master bath has double vanity and tile walk in shower . This house is total electric.



S

1117 W GOVERNMENT ST, Pensacola

\$195,000



A 1111 W GOVERNMENT ST, Pensacola

\$199,000

Listing information

Courtesy of EXIT REALTY N. F. I.

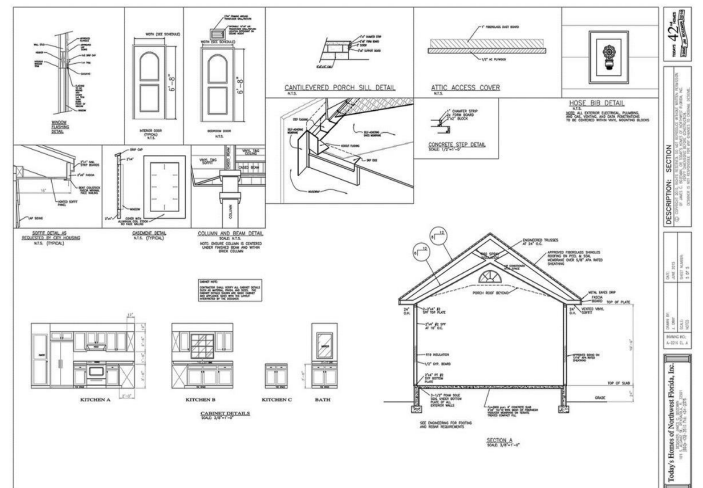
MLS#: 512623	Beds: 3	Sq Ft: 1,219	List Date: 2/9/17
Status: Contingent	Baths: 2.00	Year Built: 2017	DOM: 72

Features

Construction: FRAME **Exterior:** BACKYARD FENCE, PORCH **Interior:** CABLE AVAILABLE, CEILING FANS, HIGH SPEED INTERNET AVAIL, LAUNDRY INSIDE **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** CEILING FANS, DOUBLE PANE, INSULATED CEILINGS, INSULATED DOORS, INSULATED WALLS **Equipment:** NONE **Floor:** VINYL, W/W CARPET **Dining Room:** KITCHEN/DINING COMBO **Kitchen:** BUILT-IN MICROWAVE, DISHWASHER, DISPOSAL, ELECTRIC STOVE, GRANITE COUNTERTOPS **Pool:** NONE **Water Feat.:** NONE **WaterFront:** NONE **Water/Sewer:** PUBLIC SEWER, PUBLIC WATER **Roof:** COMPOSITE SHINGLE **Style:** COTTAGE **View:** NONE **Zoning:** RES SINGLE

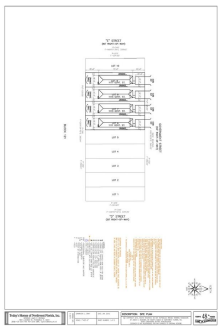
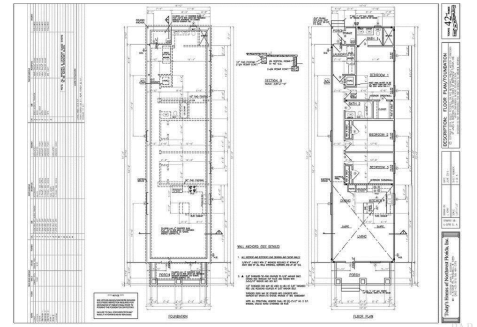
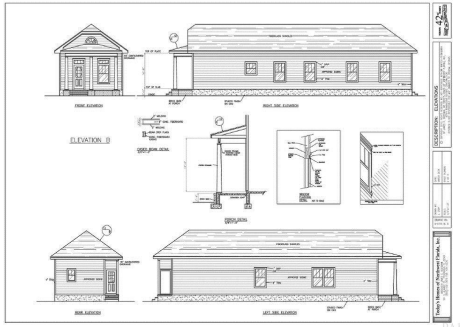
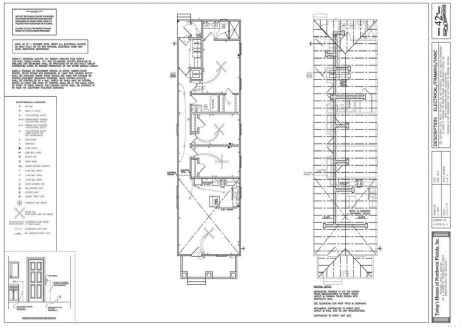
Remarks

Brand new affordable downtown living ! 2 blocks from Maritime Park and the newly developed Corrine Jones Park. Beautiful 3 bedroom 2 bath home with cathedral ceiling and recessed lighting and Granite counter tops with stainless steel appliances. The master bath has double vanity and tile walk in shower . This home is energy efficient and has gas appliance's including tank less hot water heater.



A 1111 W GOVERNMENT ST, Pensacola

\$199,000



A 1113 W GOVERNMENT ST, Pensacola

\$199,000

Listing information

Courtesy of EXIT REALTY N. F. I.

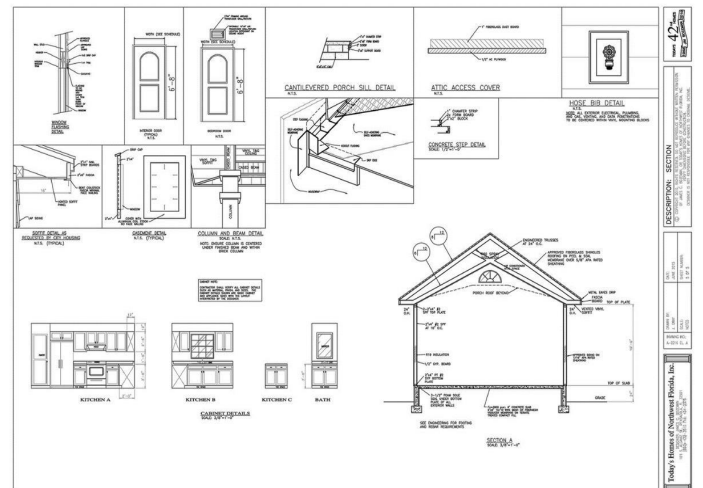
MLS#: 512833	Beds: 3	Sq Ft: 1,219	List Date: 2/10/17
Status: Active	Baths: 2.00	Year Built: 2017	DOM: 71

Features

Construction: FRAME **Exterior:** BACKYARD FENCE, PORCH **Interior:** CABLE AVAILABLE, CEILING FANS, HIGH SPEED INTERNET AVAIL, LAUNDRY INSIDE **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** CEILING FANS, DOUBLE PANE, INSULATED CEILINGS, INSULATED DOORS, INSULATED WALLS **Equipment:** NONE **Floor:** VINYL, W/W CARPET **Dining Room:** KITCHEN/DINING COMBO **Kitchen:** BUILT-IN MICROWAVE, DISHWASHER, DISPOSAL, ELECTRIC STOVE, GRANITE COUNTERTOPS **Pool:** NONE **Water Feat.:** NONE **WaterFront:** NONE **Water/Sewer:** PUBLIC SEWER, PUBLIC WATER **Roof:** COMPOSITE SHINGLE **Style:** COTTAGE **View:** NONE **Zoning:** RES SINGLE

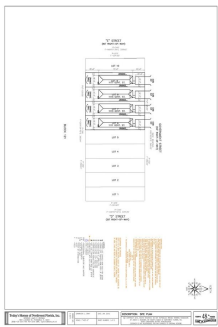
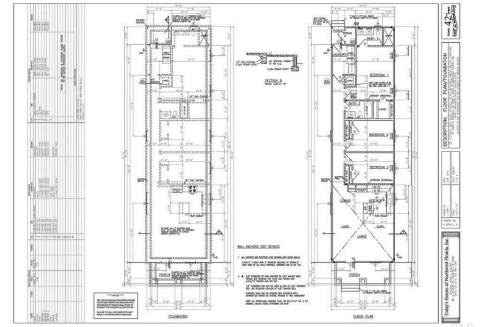
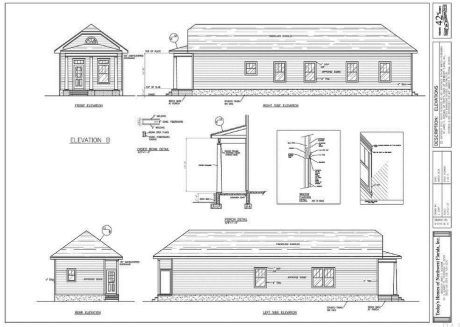
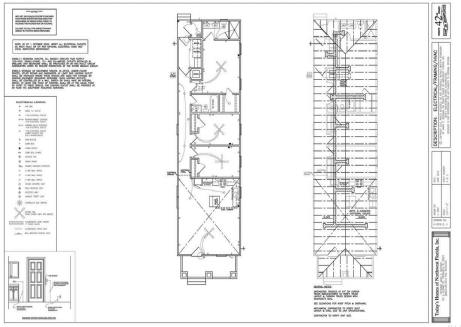
Remarks

Brand new affordable downtown living ! 2 blocks from Maritime Park and the newly developed Corrine Jones Park. Beautiful 3 bedroom 2 bath home with cathedral ceiling and recessed lighting and Granite counter tops with stainless steel appliances. The master bath has double vanity and tile walk in shower . This home is energy efficient and has gas appliance's including tank less hot water heater.



A 1113 W GOVERNMENT ST, Pensacola

\$199,000



A 1115 W GOVERNMENT ST, Pensacola

\$199,000

Listing information

Courtesy of EXIT REALTY N. F. I.

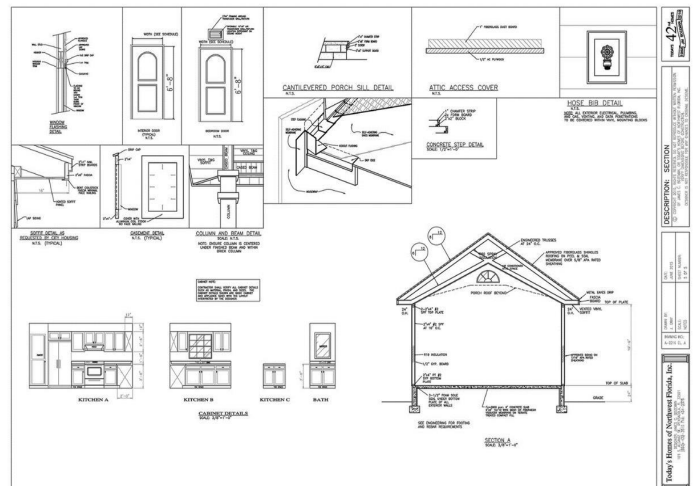
MLS#: 512832	Beds: 3	Sq Ft: 1,219	List Date: 2/10/17
Status: Contingent	Baths: 2.00	Year Built: 2017	DOM: 71

Features

Construction: FRAME **Exterior:** BACKYARD FENCE, PORCH **Interior:** CABLE AVAILABLE, CEILING FANS, HIGH SPEED INTERNET AVAIL, LAUNDRY INSIDE **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** CEILING FANS, DOUBLE PANE, INSULATED CEILINGS, INSULATED DOORS, INSULATED WALLS **Equipment:** NONE **Floor:** VINYL, W/W CARPET **Dining Room:** KITCHEN/DINING COMBO **Kitchen:** BUILT-IN MICROWAVE, DISHWASHER, DISPOSAL, ELECTRIC STOVE, GRANITE COUNTERTOPS **Pool:** NONE **Water Feat.:** NONE **WaterFront:** NONE **Water/Sewer:** PUBLIC SEWER, PUBLIC WATER **Roof:** COMPOSITE SHINGLE **Style:** COTTAGE **View:** NONE **Zoning:** RES SINGLE

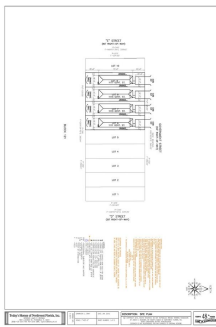
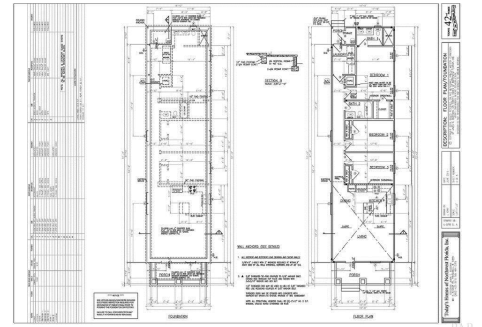
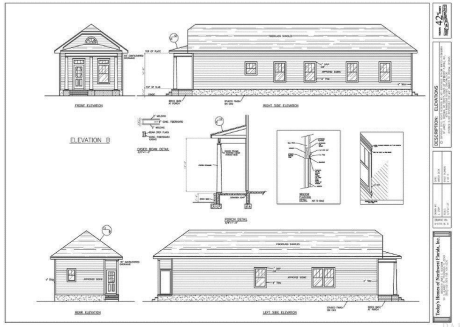
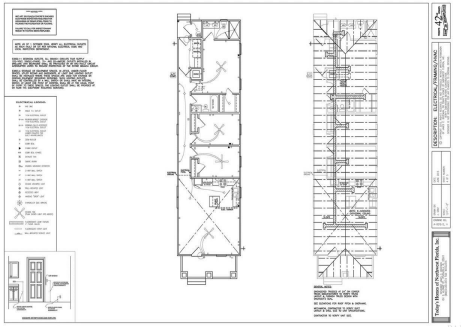
Remarks

Brand new affordable downtown living ! 2 blocks from Maritime Park and the newly developed Corrine Jones Park. Beautiful 3 bedroom 2 bath home with cathedral ceiling and recessed lighting and Granite counter tops with stainless steel appliances. The master bath has double vanity and tile walk in shower . This home is energy efficient and has gas appliance's including tank less hot water heater.



A 1115 W GOVERNMENT ST, Pensacola

\$199,000



S 319 N REUS ST, Pensacola

\$199,616

Listing information

Courtesy of Berkshire Hathaway HomeServices PenFed Realty

MLS#: 497801	Beds: 2	Sq Ft: 1,040	Sold Date: 8/22/16
Status: Sold	Baths: 2.00	Year Built: 2016	DOM: 136

Features

Construction: STEEL **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** DOUBLE PANE **Equipment:** SMOKE DETECTOR **Floor:** SEE REMARKS **Dining Room:** LIVING/DINING COMBO **Kitchen:** DISHWASHER, REFRIGERATOR, SELF CLEAN OVEN **Pool:** NONE **Water/Sewer:** SEWER AVAILABLE **Roof:** METAL **Style:** COTTAGE **Zoning:** CITY **Acres:** 0.08

Remarks

Welcome to the "Best Little Cottage in Pensacola". This unique home was designed using new techniques for residential home construction. This home offers the following features not found in conventionally constructed homes. *Fiberglass Entry Door *Steel Wall and Roof Construction *Metal "Energy Saver" Roof by Union Corrugating Company Co. Hardi Plank Exterior Siding, Interior Wall finish is Georgia Pacific Marsh Plus Mold and Fire resistant. *Double Pain Vinyl 1/1 Insulated Windows *Luxury Vinyl Plank Flooring. Fire and Mold Resistant. *Tough Rock All Wood shaker style kitchen cabinets, 10 years warranty, laminate tops *Tankless Water Heater *House is Hurricane Resistant - withstands winds up to 160 MPH *House is Fire, Mold and Termite Resistant *Kitchen has large pantry and Kenmore Stainless Steel Appliances: Free standing Electric Range 1.6 CuFt Over-the-range Microwave Hood Dishwas...



Information is deemed reliable but not guaranteed.

Source: PAOR

Sold Listings

Number of listings	6
Lowest price	\$172,900
Average price	\$185,829
Highest price	\$199,616
Avg price per sqft	\$174
Avg DOM	122



Active Listings

Number of listings	3
Lowest price	\$199,000
Average price	\$199,000
Highest price	\$199,000
Avg price per sqft	\$163
Avg DOM	71



Sold Listings

Address	Sold Date	Sold Price	Zestimate	Difference
230 N REUS ST	3/7/17	\$172,900		
327 N REUS ST	8/22/16	\$180,928	\$83,267	-54.0%
323 N REUS ST	8/22/16	\$181,352	\$113,590	-37.4%
331 N REUS ST	9/15/16	\$185,175		
1117 W GOVERNMENT ST	4/21/17	\$195,000		
319 N REUS ST	8/22/16	\$199,616	\$108,064	-45.9%

Active Listings

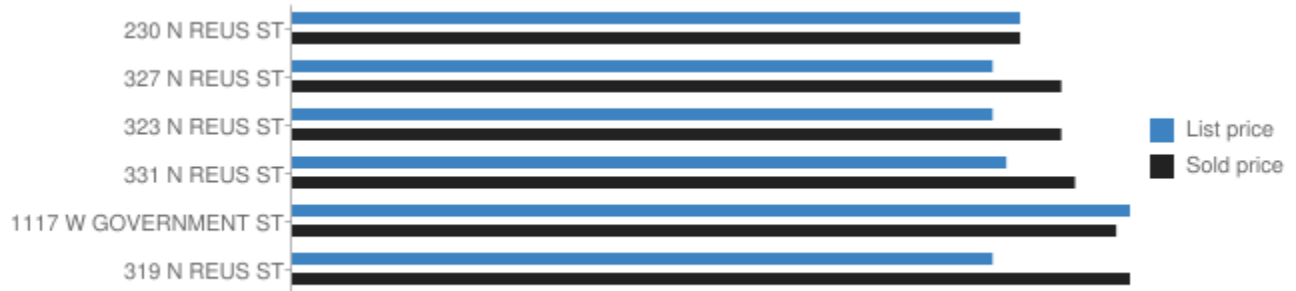
Address	Price	Zestimate	Difference
1111 W GOVERNMENT ST	\$199,000		
1113 W GOVERNMENT ST	\$199,000	\$113,659	-42.9%
1115 W GOVERNMENT ST	\$199,000		

Source: PAOR



SOLD PROPERTY ANALYSIS

ANALYSIS



Address	List Price	Sold Price	% of List Price	DOM	\$ per Sqft
230 N REUS ST	\$172,900	\$172,900	100.0%	78	\$166
327 N REUS ST	\$166,900	\$180,928	108.4%	136	\$174
323 N REUS ST	\$166,900	\$181,352	108.7%	136	\$174
331 N REUS ST	\$167,900	\$185,175	110.3%	178	\$178
1117 W GOVERNMENT ST	\$199,000	\$195,000	98.0%	70	\$160
319 N REUS ST	\$166,900	\$199,616	119.6%	136	\$192
Sold Averages	\$173,417	\$185,829	107.2%	122	\$174



EXHIBIT "I"



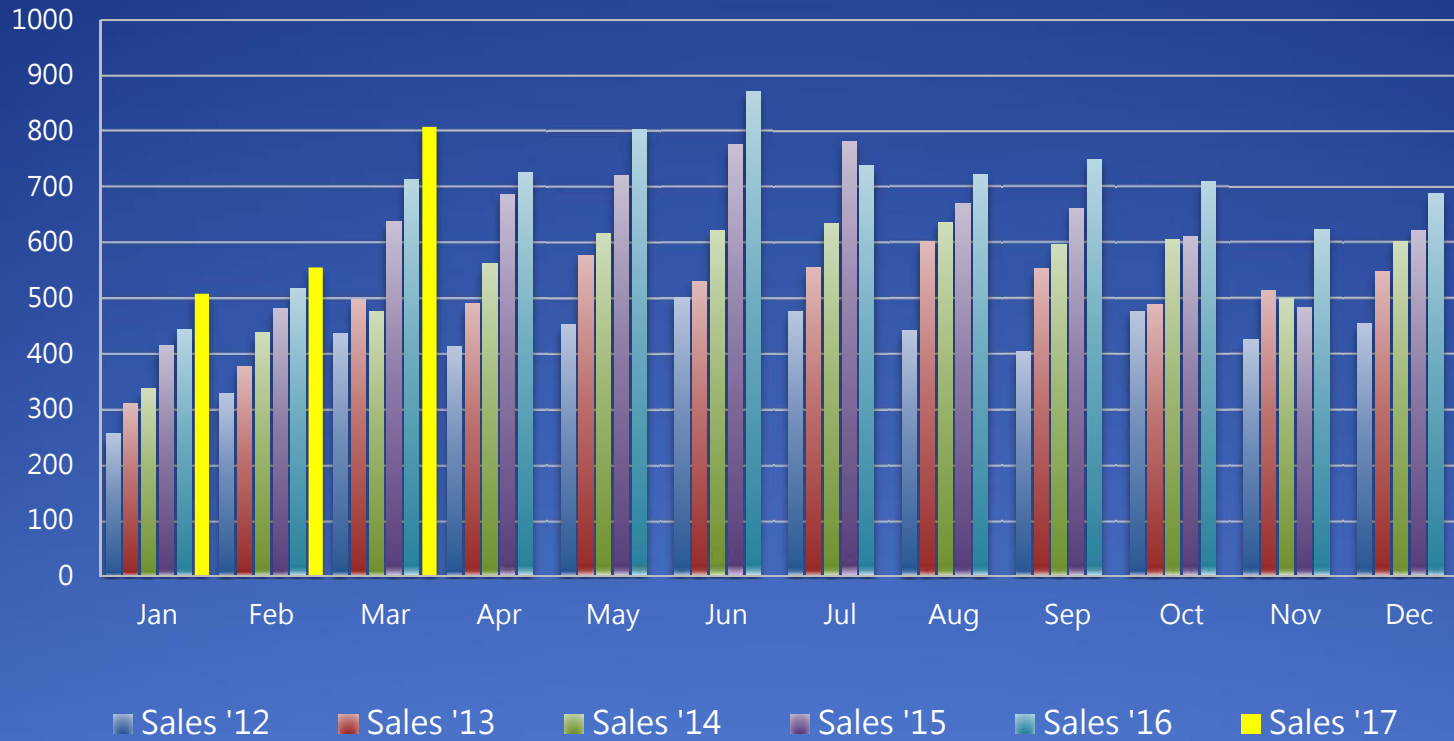
PAR Market Snapshot 04.17.17

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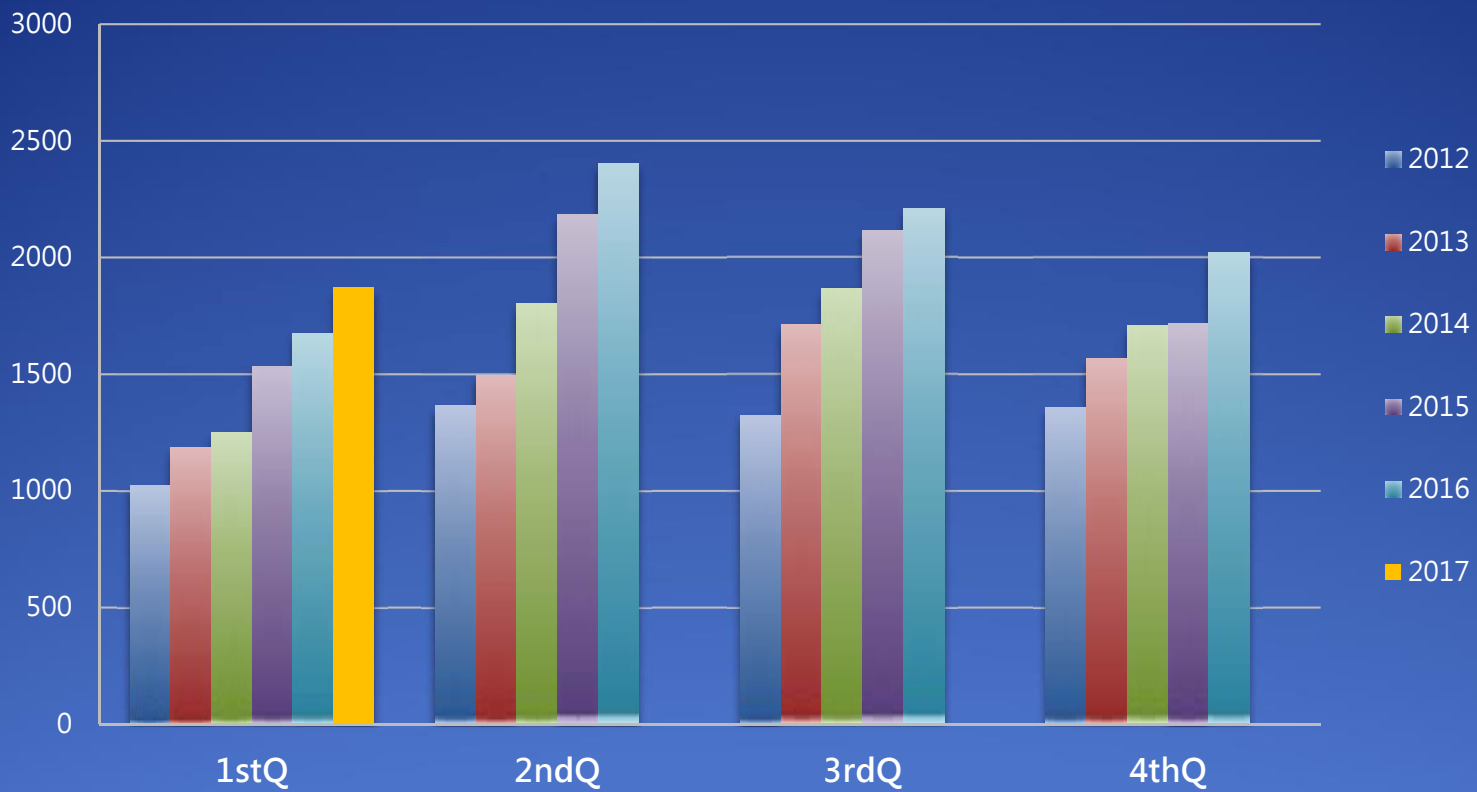
March Market Highlights

- March sales were up 46% over February and 12% ahead of the same month in 2016.
- 1st Quarter sales outpaced the same period last year by 12%
- Median sales price for March jumped to \$172K.
- Sales increased across all price ranges, with the biggest gain in the \$160K - \$199 range.
- Irrespective of the banner month in sales, Single Family inventory actually grew modestly across all price ranges.
- Distressed listings now account for just 3 % of total inventory.

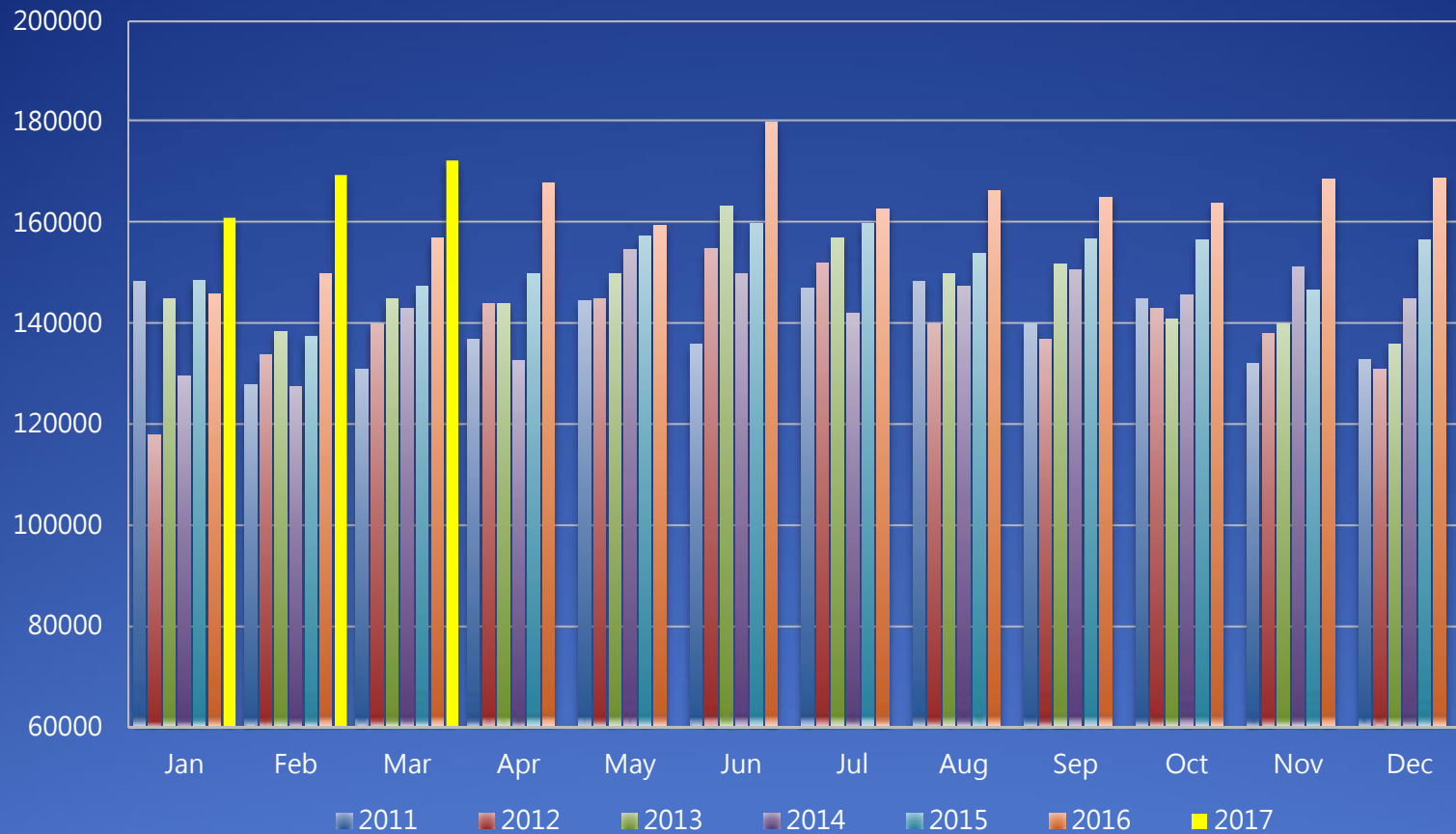
Monthly Sales 2012 - 2017



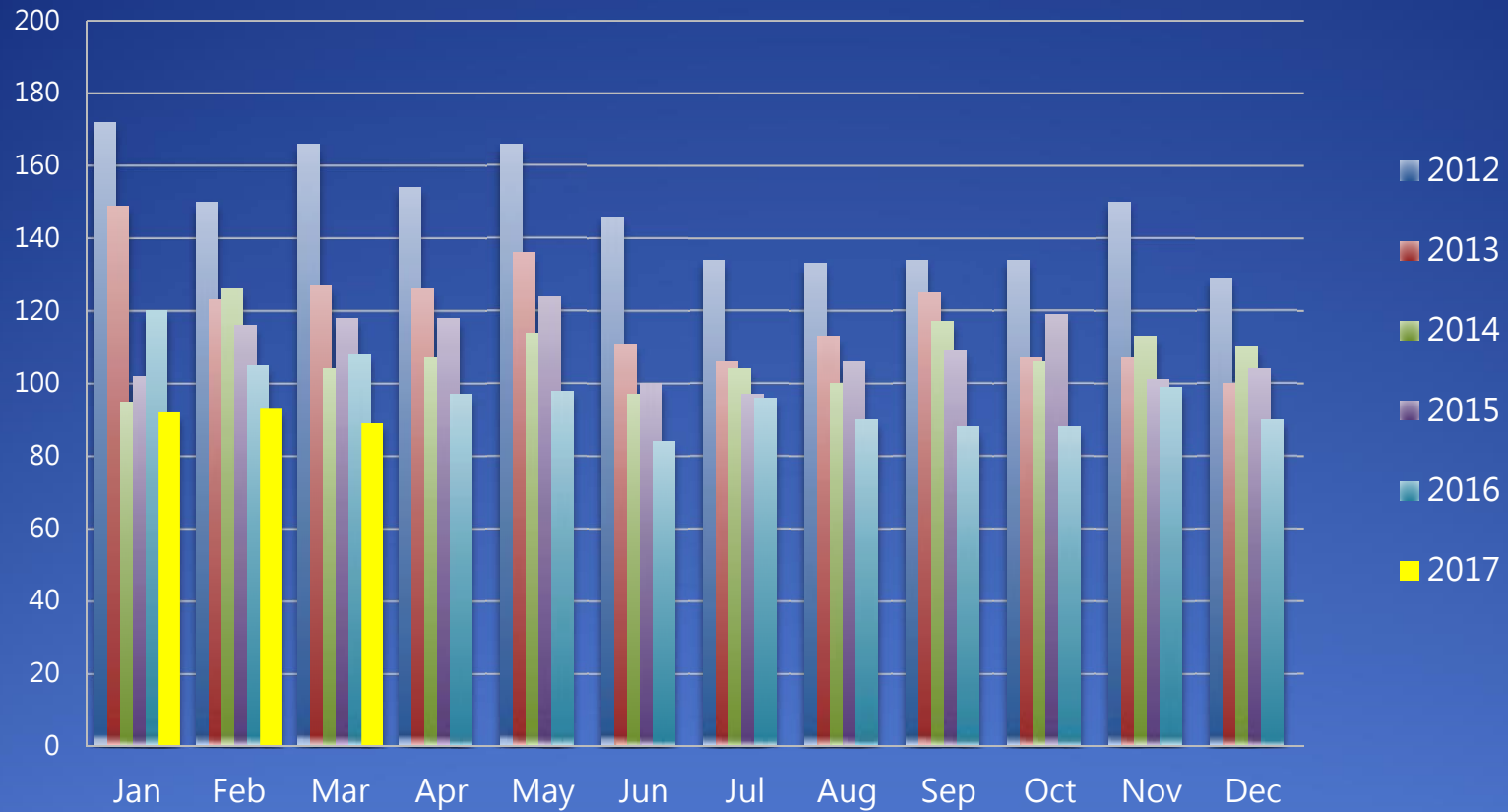
Quarterly Sales 2012 - 2017



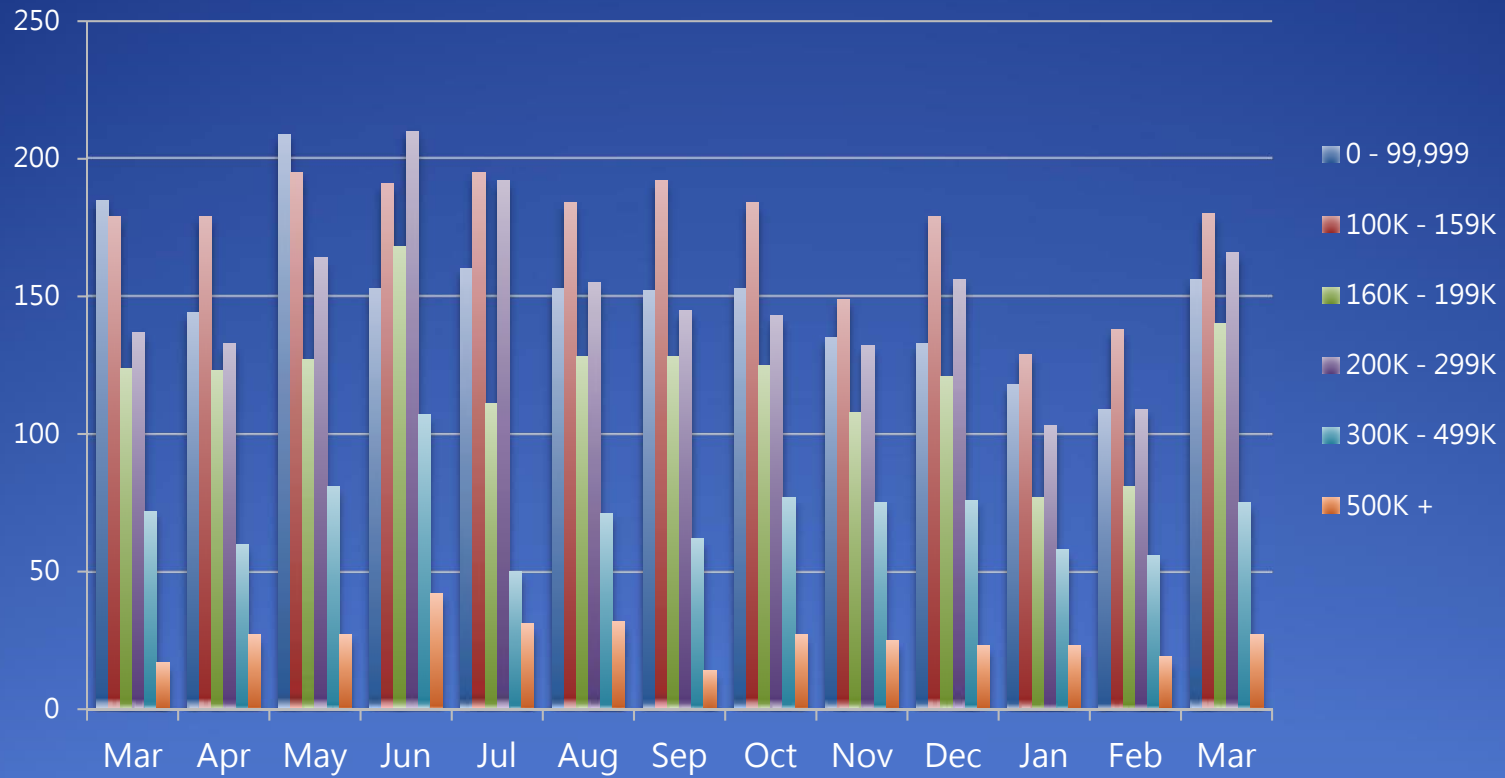
Median Sale Price



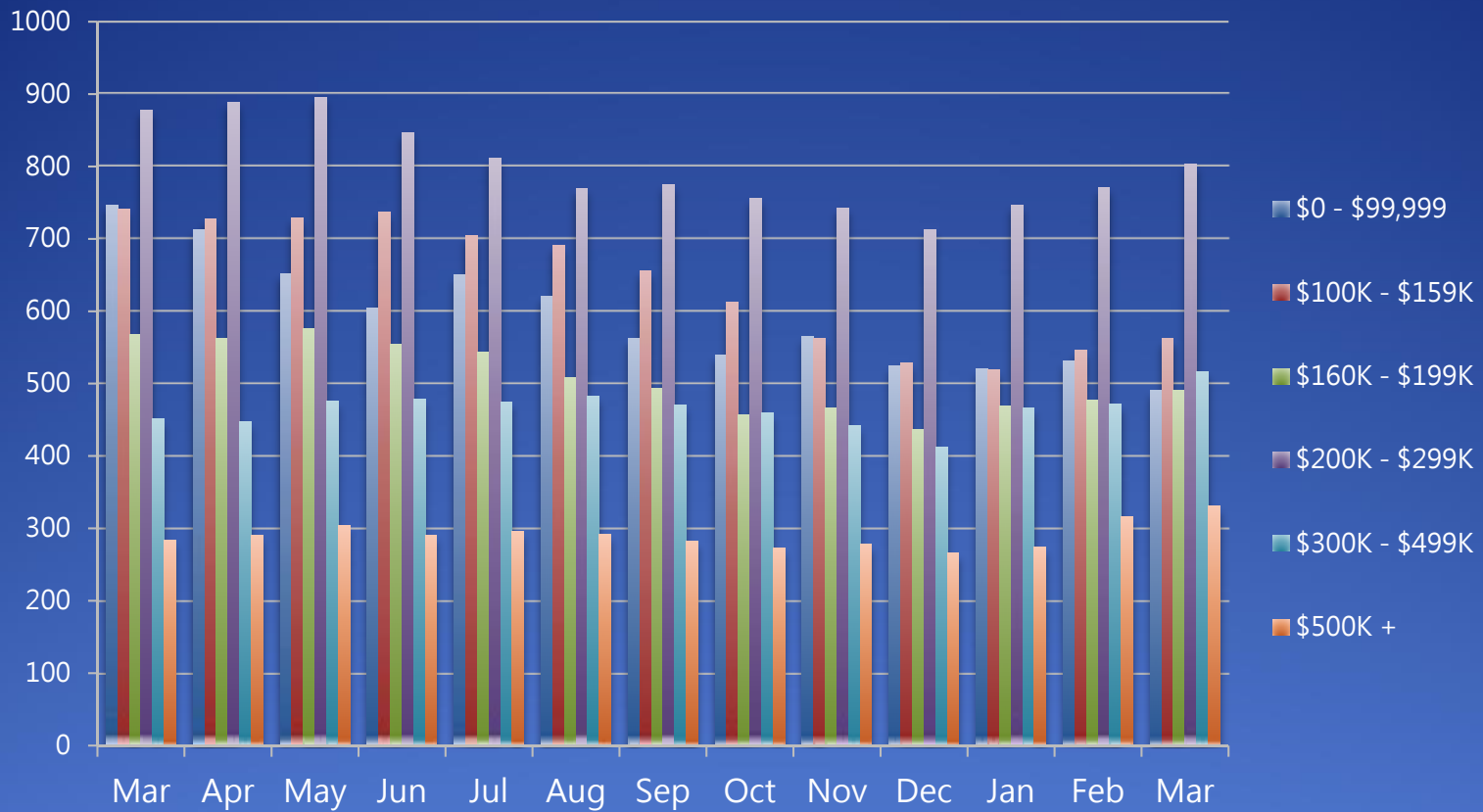
Avg. Days on Market 2012 - 2017



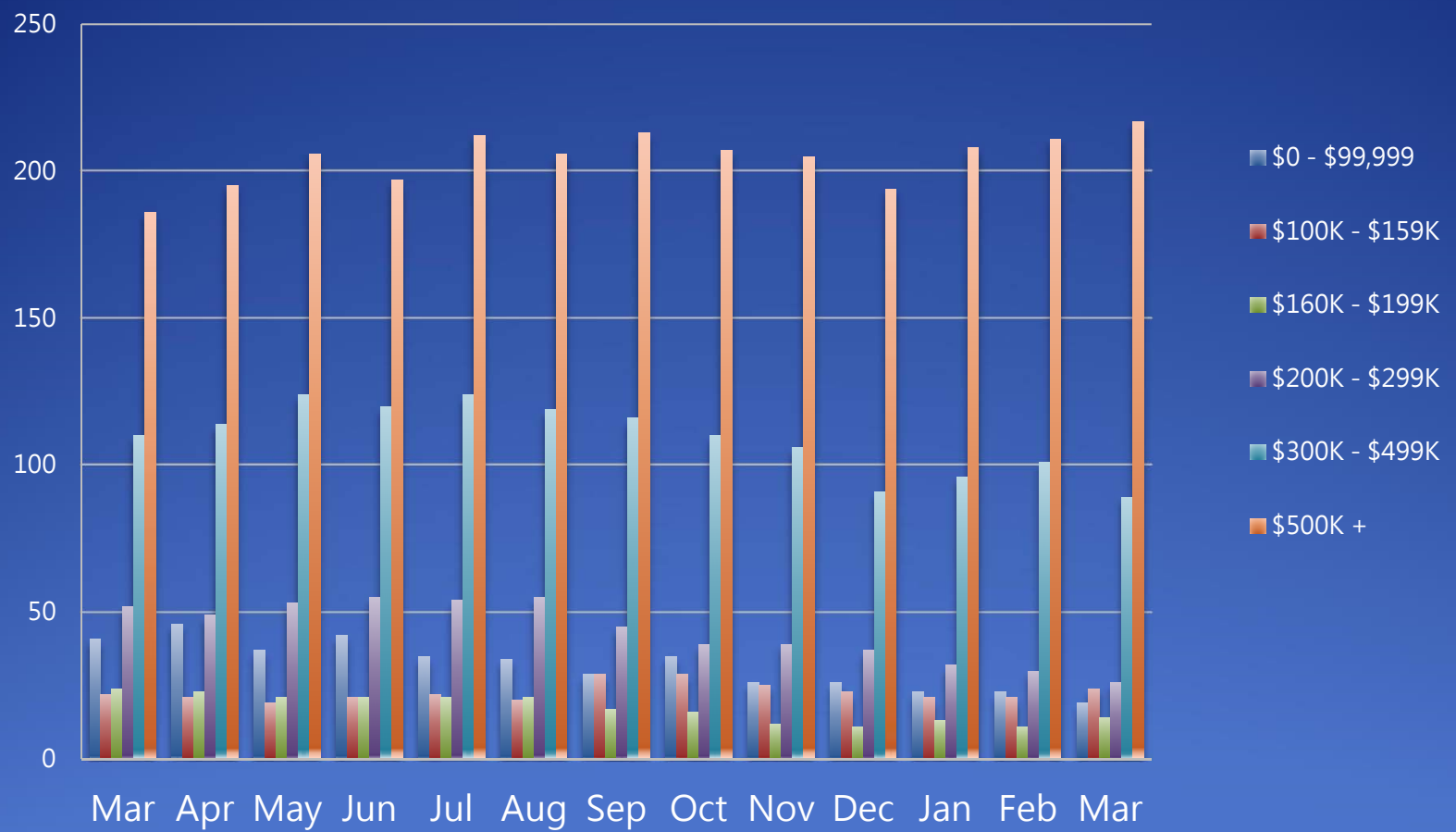
Sales by Price Range
 Mar '16- Mar '17
 (Residential & Condo)



Single Family Inventory by Price - 2016/17

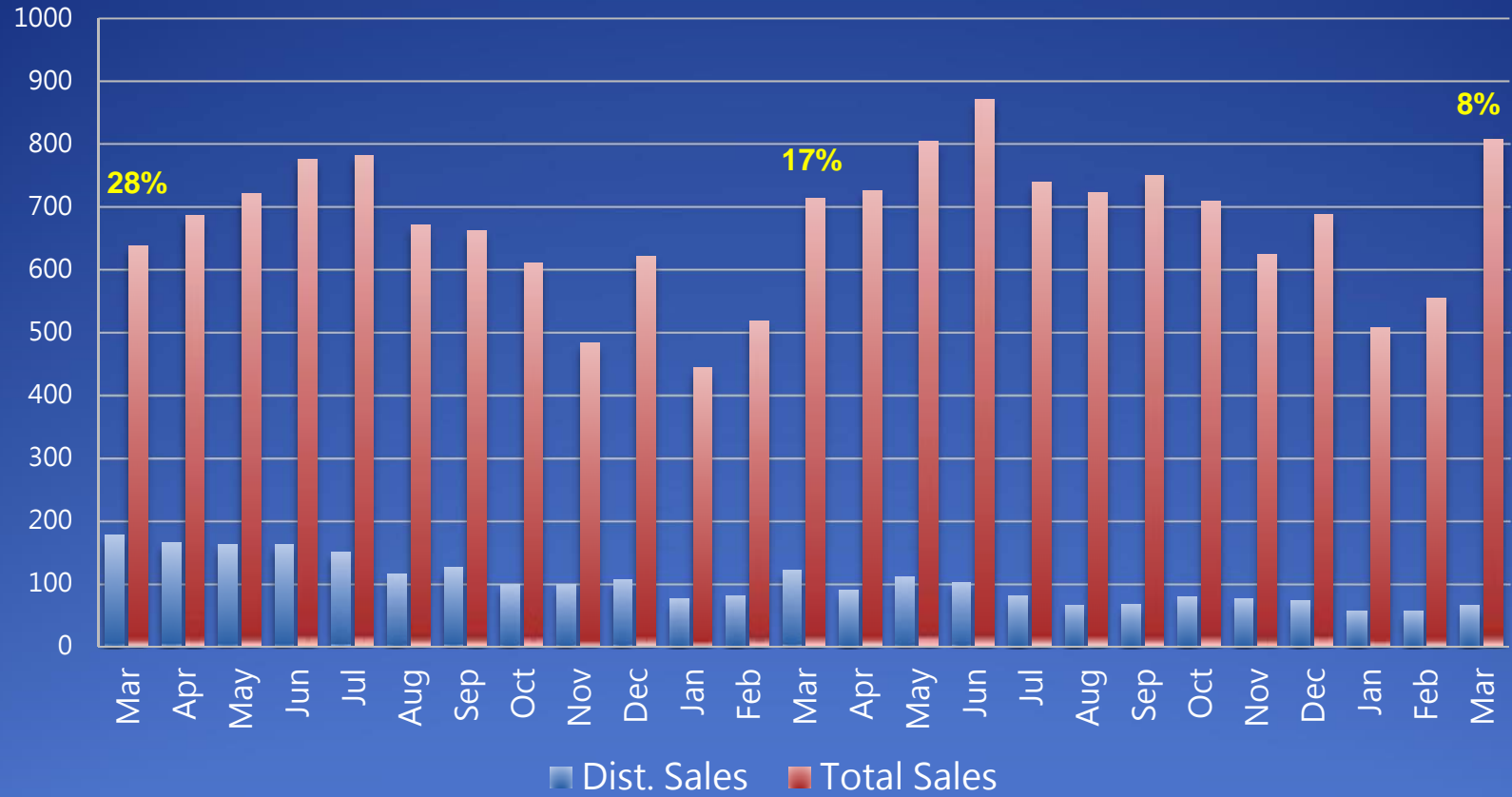


Condo Inventory by Price Mar '16 - Mar '17



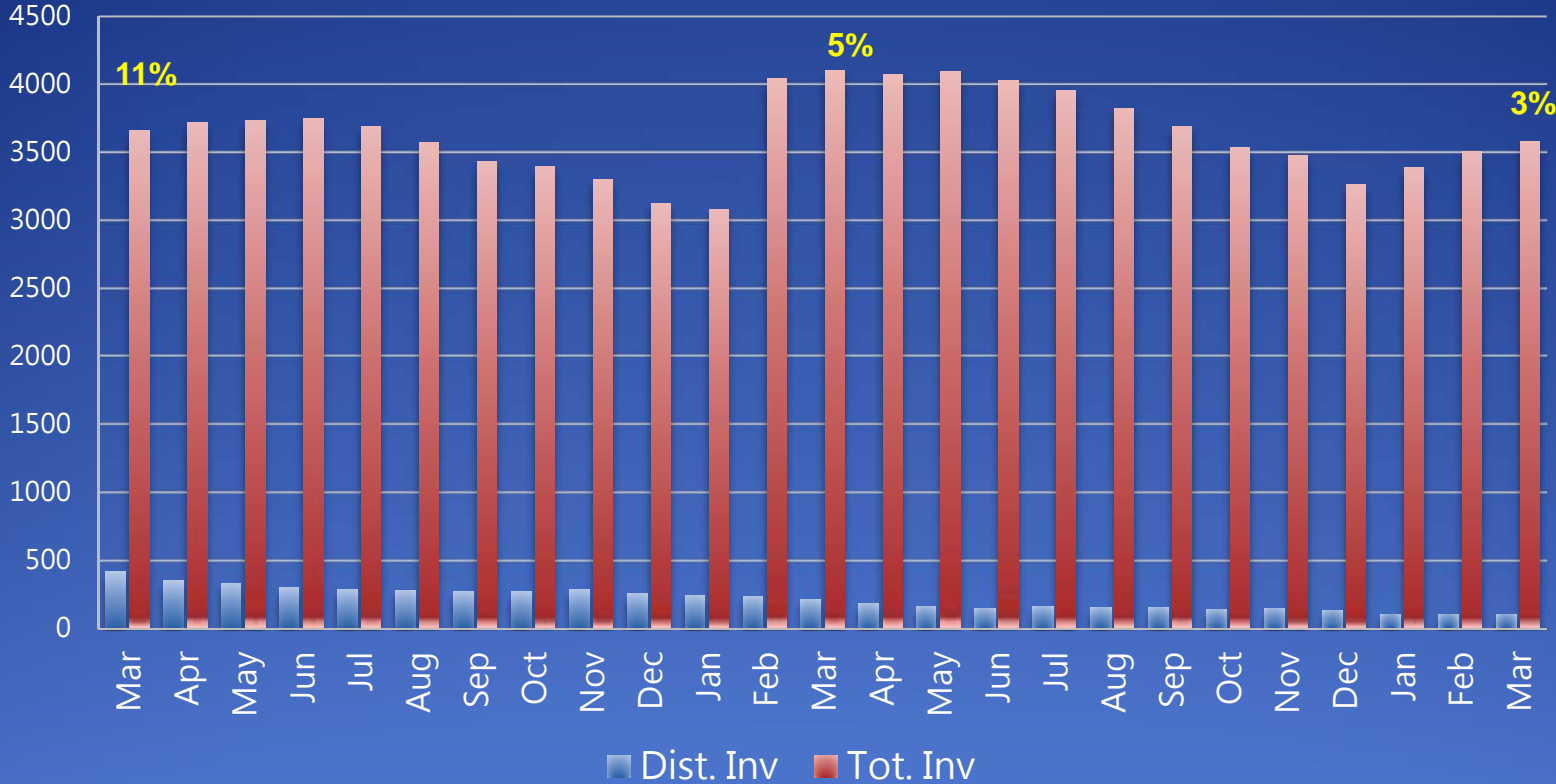
Distressed vrs. Total Sales

Mar '15 - Mar '17



Distressed vrs. Total Inventory

Mar '15 - Mar '17



Distressed Inventory Profile

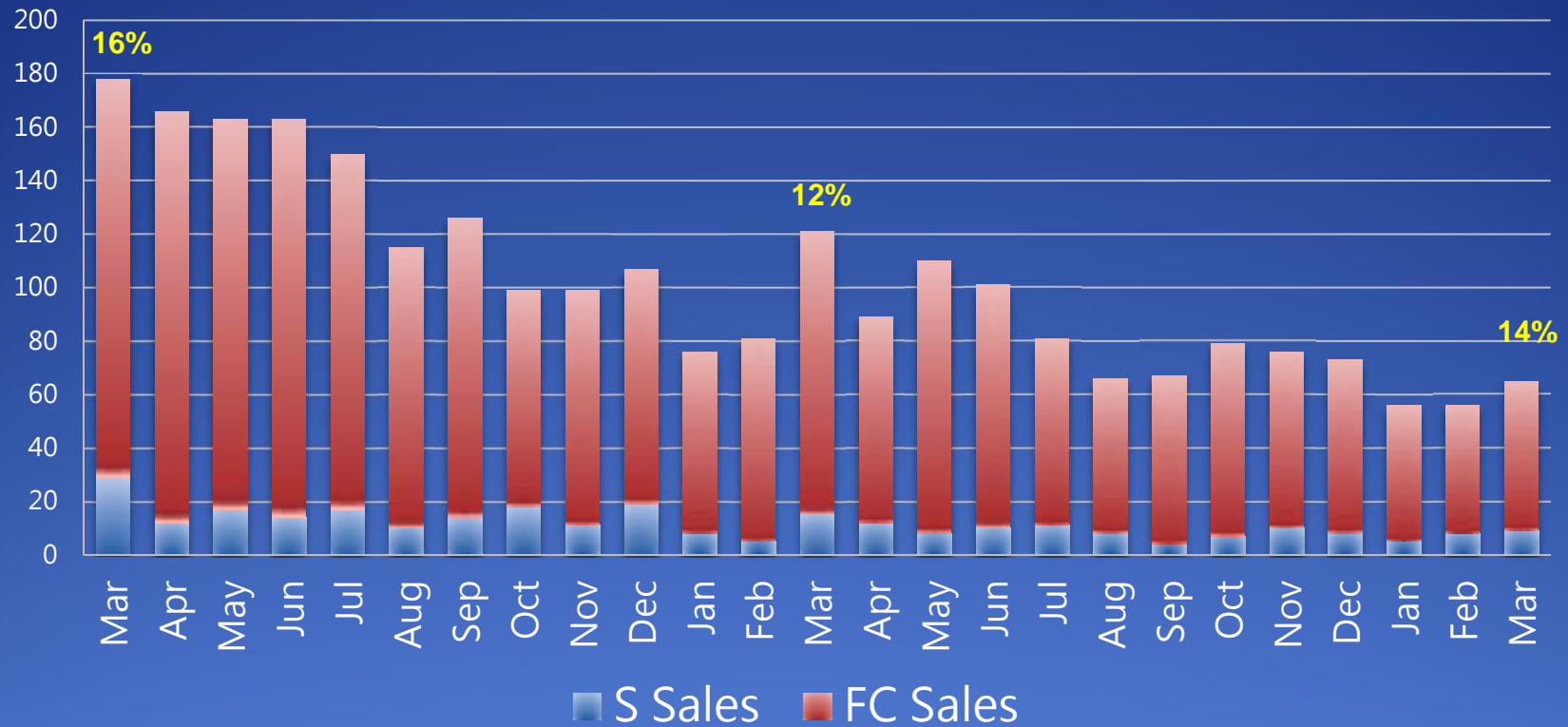
Mar '15 - Mar '17



Distressed Sales Profile

Short Sales v. Foreclosure Sales

Mar '16 - Mar '17

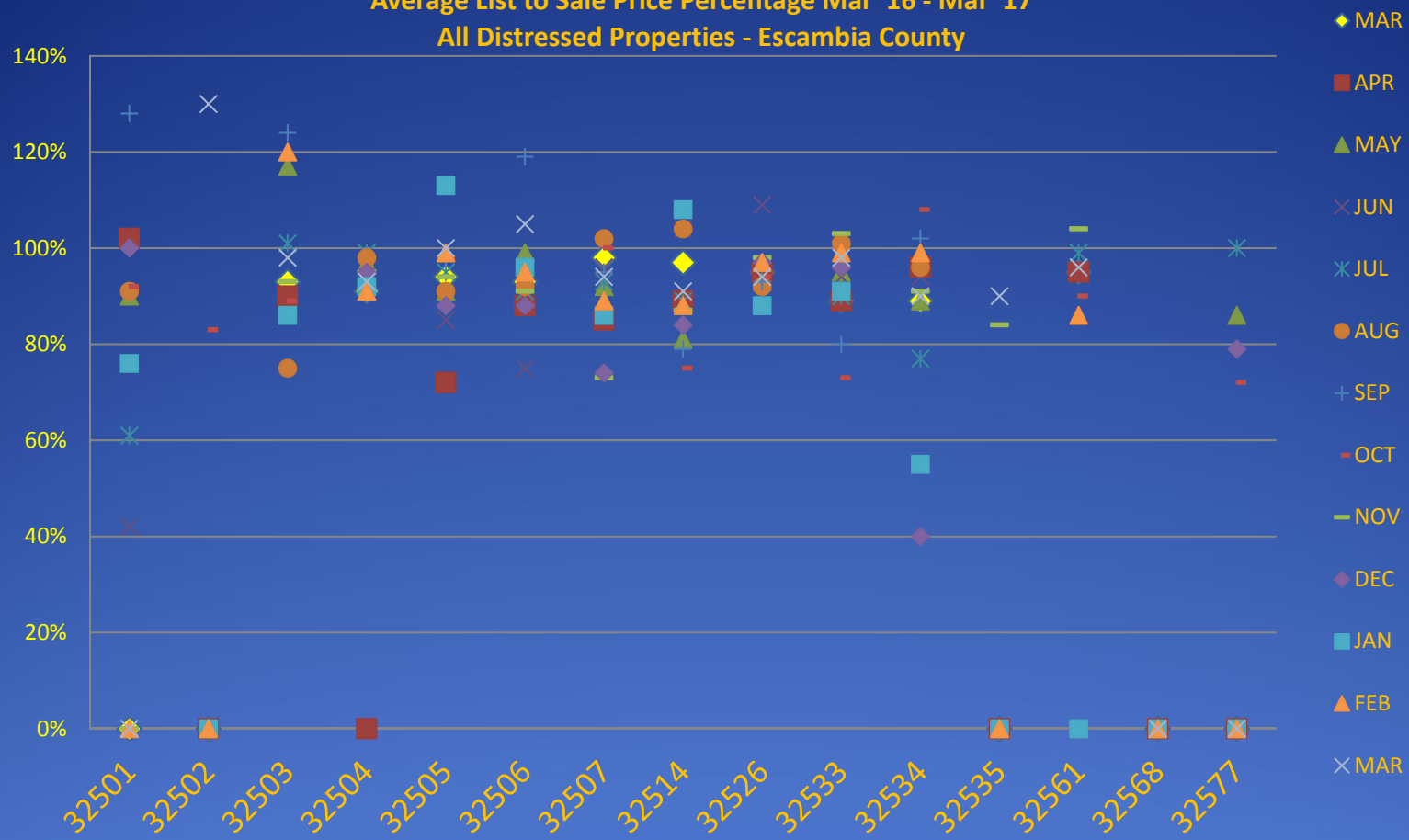


AVERAGE PERCENTAGE OF SOLD VS. LIST PRICE FOR DISTRESSED PROPERTIES

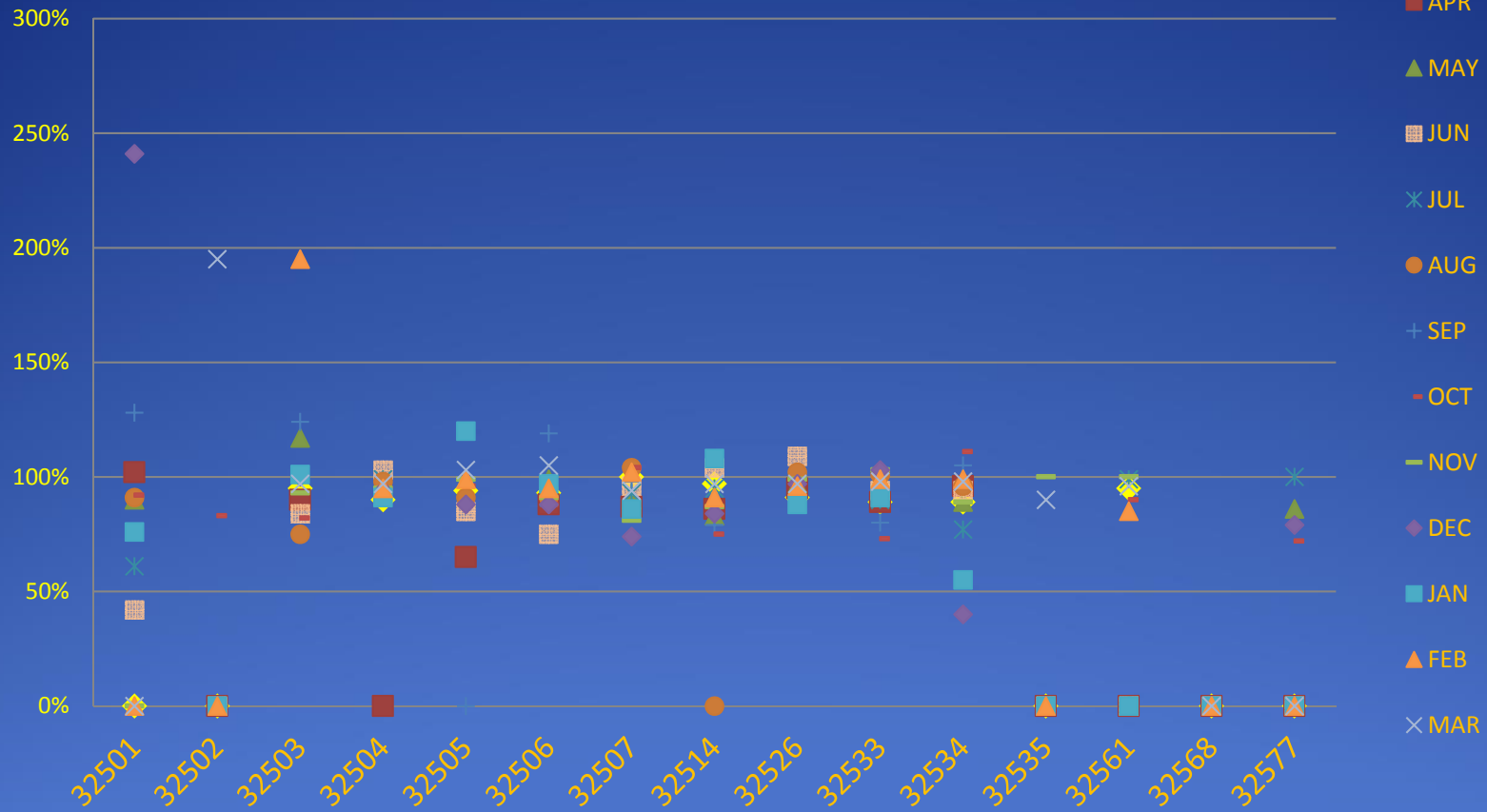
The following slides display the *average* percentage of sale price to original list price of distressed property by zip code for the months of March, 2016 through March, 2017 for Escambia and Santa Rosa Counties.

Markers resting on the 0% line indicate there were no sales reported for the month in that zip code.

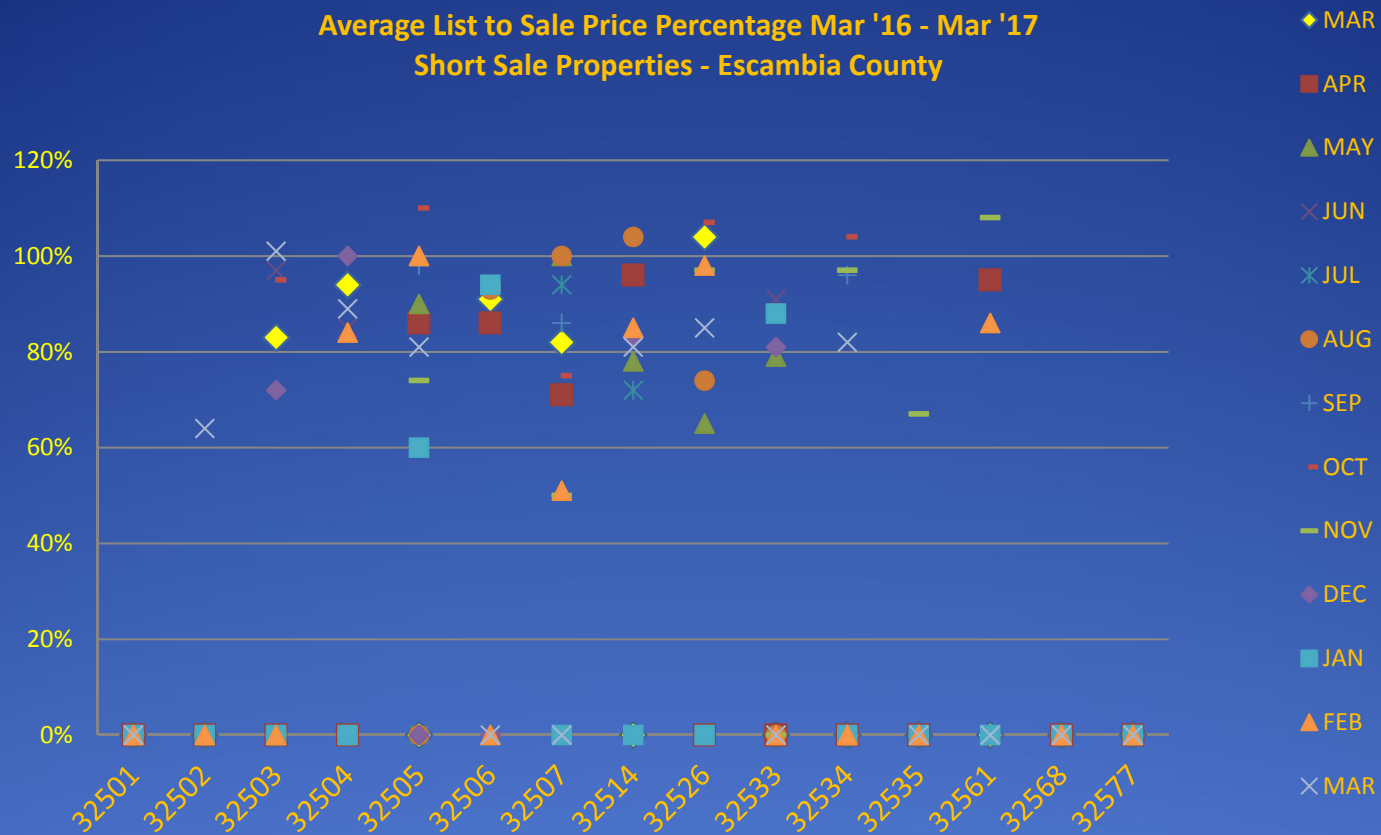
Average List to Sale Price Percentage Mar '16 - Mar '17
All Distressed Properties - Escambia County



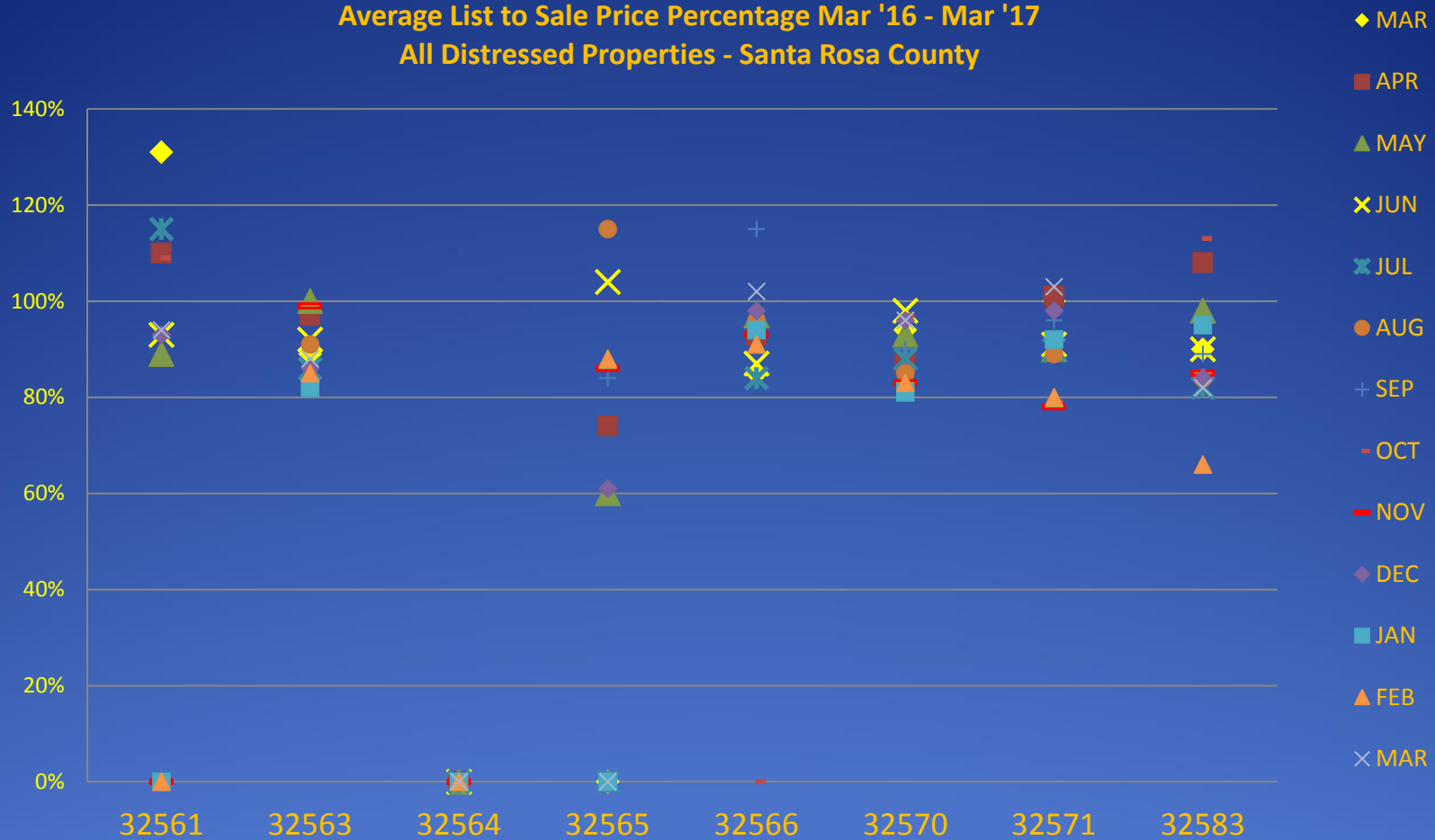
Average List to Sale Price Percentage Mar '16 - Mar '17 Foreclosure Properties - Escambia County



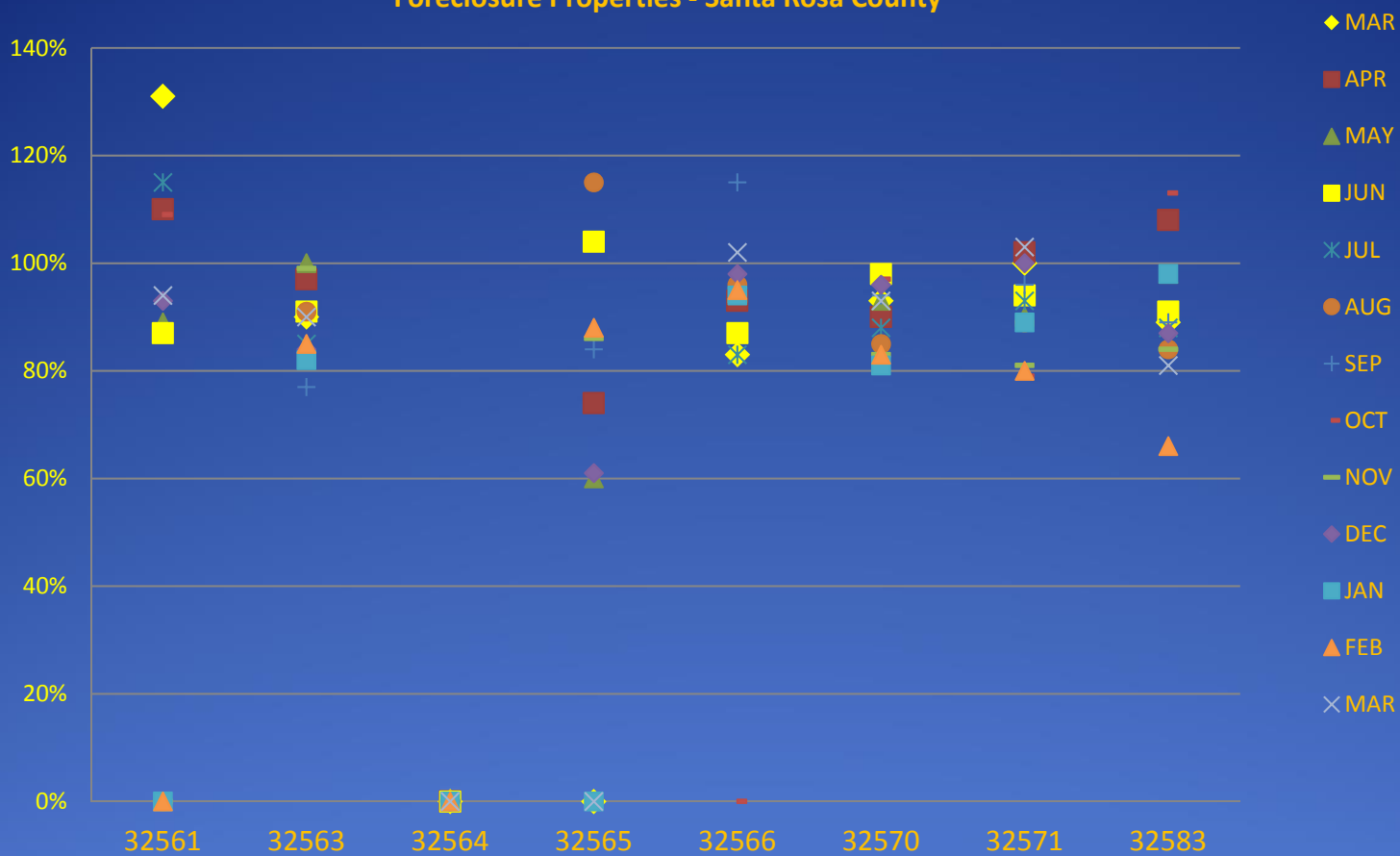
Average List to Sale Price Percentage Mar '16 - Mar '17 Short Sale Properties - Escambia County



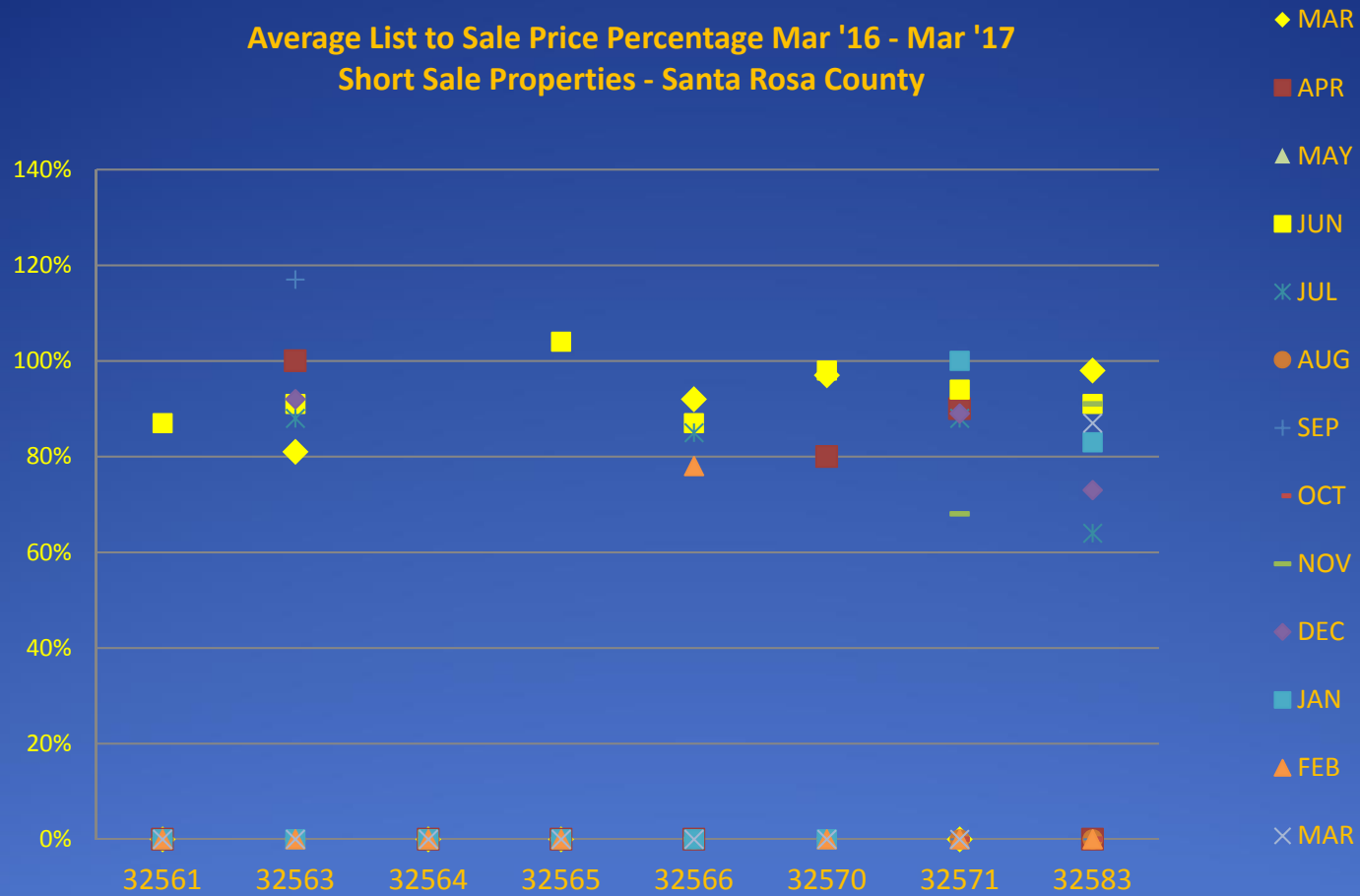
Average List to Sale Price Percentage Mar '16 - Mar '17 All Distressed Properties - Santa Rosa County



Average List to Sale Price Percentage Mar '16 - Mar '17 Foreclosure Properties - Santa Rosa County



Average List to Sale Price Percentage Mar '16 - Mar '17 Short Sale Properties - Santa Rosa County



Pending Sales

Mar '13 - Mar '17

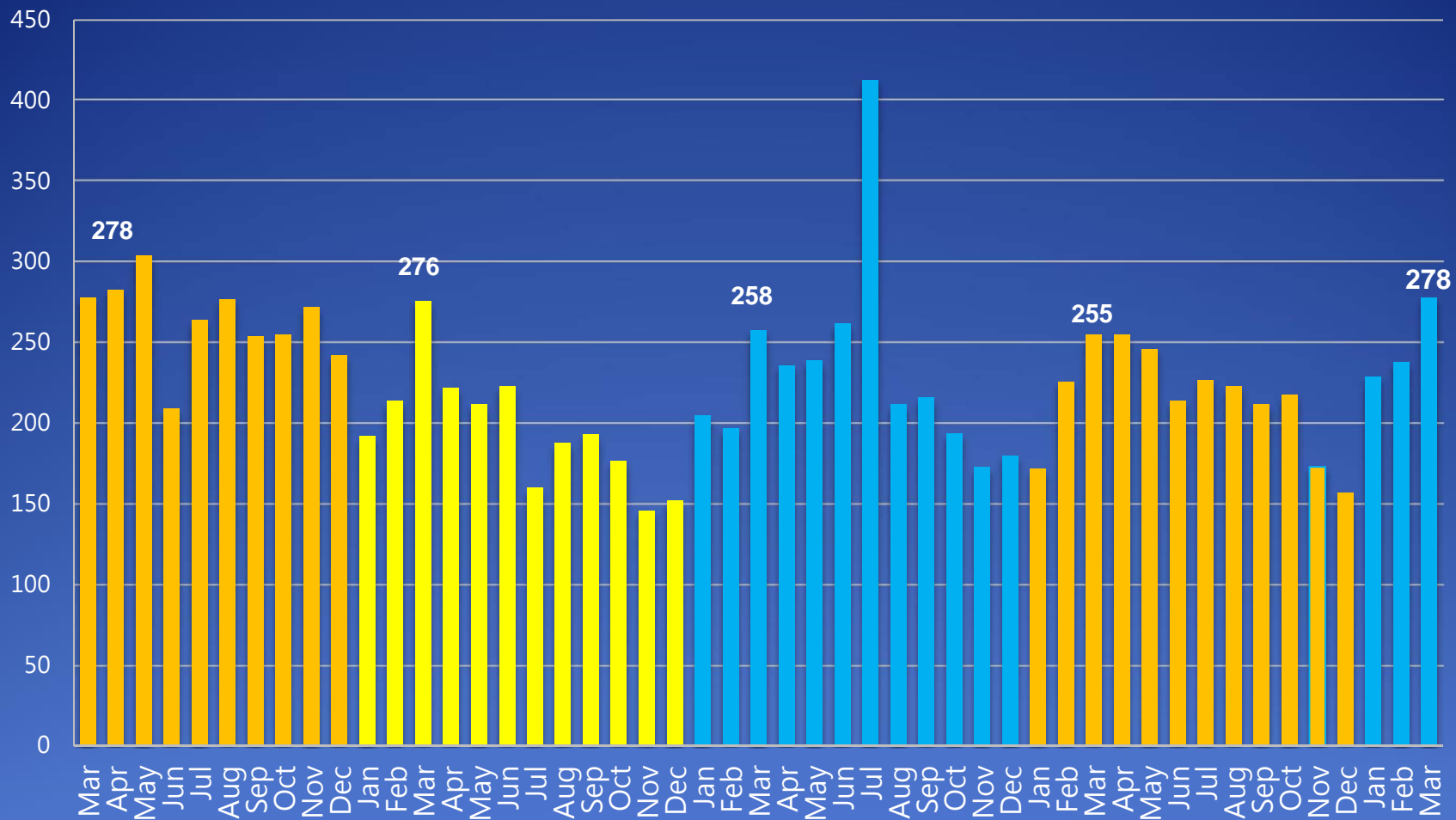




EXHIBIT “J”



FY 2017 MEDIAN FAMILY INCOME DOCUMENTATION SYSTEM

HUD.gov [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

Median Family Income Calculation Methodology

Estimates of median family income for metropolitan and non-metropolitan areas are developed as follows:

1. The U.S. Census Bureau's 2010-2014 ACS median family income estimates are used as a basis for calculating HUD's FY2017 MFIs. In areas where the margin of error is more than half of the 2014 5-year ACS itself, the state non-metro estimate of median family income is used.
2. In areas where there is a 2014 1-year ACS estimate of median family income that exceeds its margin of error, the 1-year ACS estimate becomes the basis for median family income.
3. Once the appropriate 2014 ACS data has been selected, an inflation factor based on the CBO forecast of the national CPI is calculated to inflate the estimate from mid-2012 to April, 2017 (or mid FY2017).

The **Pensacola-Ferry Pass-Brent, FL MSA**, has published local area 1-year 2014 ACS Survey results.

MFI Step by Step Calculation for Pensacola-Ferry Pass-Brent, FL MSA

1. The following are the 2014 American Community Survey 5-year median income estimate and margin of error for **Pensacola-Ferry Pass-Brent, FL MSA**:

Area	ACS ₂₀₁₄ 5-Year Median Income	ACS ₂₀₁₄ 5-Year Margin of Error	Ratio	Result
Pensacola-Ferry Pass-Brent, FL MSA	\$60,220	\$1,050	\$1,050 / \$60,220 = 0.017	0.017 < .5 Use ACS₂₀₁₄ Pensacola-Ferry Pass-Brent, FL MSA Median Income

2. Since there is a 1-year 2014 ACS estimate available, the margin of error of the estimate is checked to determine if it is less than one-half of the 1-year 2014 ACS:

Area	ACS ₂₀₁₄ 1-Year Median Income	ACS ₂₀₁₄ 1-Year Margin of Error	Ratio	Result
Pensacola-Ferry Pass-Brent, FL MSA	\$60,117	\$2,671	$\frac{\$2,671}{\$60,117} = 0.044$	0.044 < .5 Update to ACS₂₀₁₄ 1-Year Median Income

3. The calculation of the CPI Inflation Factor is as follows:

Area	FY2017 CPI	2014 Annual CPI	CPI Inflation Factor
Pensacola-Ferry Pass-Brent, FL MSA	244.2	236.736	$(244.2 / 236.736) = 1.03153$

4. The FY 2017 median family income is estimated as follows:

Area	ACS ₂₀₁₄ 1-Year Estimate	CPI Inflation Factor	FY 2017 Area MFI Estimate
Pensacola-Ferry Pass-Brent, FL MSA	\$60,117	1.03153	$(\$60,117 * 1.03153) = \$62,012$

5. In keeping with HUD policy, the median family income estimate is rounded to the nearest \$100:

Area	Unrounded FY 2017 MFI Estimate	Rounded FY 2017 MFI Estimate
Pensacola-Ferry Pass-Brent, FL MSA	\$62,012	\$62,000

Press below to select a different state:

Or select a FY 2017 HUD Metropolitan FMR Area's
Median Family Income:

Pensacola-Ferry Pass-Brent, FL MSA ▼

Select Area

Update URL for bookmarking or E-mailing

Technical Problems or questions? [Contact Us](#).



EXHIBIT “K”



**Workforce Diversification Plan for
Blount School Property, Pensacola, Florida**

Workforce Diversification Plan for Blount School

Memorandum of Understanding

This Workforce Diversification Plan describes the goals and processes for maximizing the utilization of Minority, Women, and Local Business Enterprises in, and the training and employment of local residents for the **Blount School project** development in Pensacola, Florida. This Plan has been drafted and adopted by **Parsco, LLC**, in cooperation with the undersigned partnering contractors. The Plan establishes goals and procedures for meaningful economic inclusion and the parties agree to review the Plan and assess the effectiveness of its implementation as the Project continues. Amendments may be made from time to time when the parties agree that enhancements would be beneficial.

In demonstration of its commitment to this Plan and the principles which it embodies, **Urban Infill** has engaged _____ in a mentor-protégé and consultant relationship. _____ representatives at the project management and superintendent level will be shadowing the same level of **Urban Infill** management staff on this project as well as others in an effort to build _____ capacity as a commercial contractor. _____ will also serve as a primary source of information regarding the businesses and human resources available for and capable of participation in pursuit of the inclusion goals as described within this Plan.

On behalf of Parsco, LLC

Date _____

By:

On behalf of **Urban Infill**

Date _____

By:

On behalf of _____

Date _____

By:

Workforce Diversification Plan for Blount School

Workforce Diversification Plan for Blount School

I. PURPOSE

The parties to this Workforce Diversification Plan for **Blount School** (the “**Plan**”) are united in their efforts to ensure, to the extent commercially reasonable, that ALL individuals, regardless of race, color, religion, age, gender, national origin, ancestry, creed, union membership, sexual orientation, or disability will have the maximum opportunity to be involved in significant ways in the construction of **Blount School** (the “**Project**”). The parties are also united in realizing that the people who live in **Escambia and Santa Rosa Counties** and particularly within the **City of Pensacola**, where the Project is located, should share in the prosperity generated by the construction of the Project as an economic engine.

This plan establishes goals and methods for maximizing minority inclusion and local resident employment at the Project.

- This Plan shall be attached to all Project solicitations. All contracts and subcontracts entered into by **Urban Infill**. shall contain the Plan's inclusion goals and reporting responsibilities.

II. DISADVANTAGED BUSINESS INCLUSION GOALS

The following overall Project procurement goals have been established:

Construction	20% MBE	5%WBE
---------------------	----------------	--------------

Minority and Woman Owned Business inclusion will be determined as a fixed monetary value for M/WBE contracting based on the final project budget. The percentages listed above are presented for reference as ALL BIDDERS on the Project will be expected to contribute to **Urban Infill's** effort to comply with the Plan.

III. METHODS FOR MEETING DISADVANTAGED BUSINESS INCLUSION GOALS

- Prime Contractors, Subcontractors, and other business entities that are awarded Project contracts (“**Contractors**”) shall use their best practical efforts to meet or exceed the established Disadvantaged Business Inclusion goals.
 - Bidders that exceed the stated hiring goals may be given priority consideration.
 - Contractors who submit proposals as joint ventures in a mentor-protégé relationship may be given priority consideration for contact awards.
- Each Contractor shall prepare and submit to **Urban Infill**, a detailed inclusion plan that identifies its own ownership composition, its own scope of work, any part of that scope it intends to subcontract, and how it intends, through subcontracting, joint venturing, or using vendors and suppliers, to meet the established inclusion goals. A meeting is encouraged with the Diversity Administrator (as described in Article VIII of this Plan) during the course of preparation of the Contractor inclusion plan.

Workforce Diversification Plan for Blount School

- The template for the Contractor's Workforce Diversification Plan is included as Exhibit A.
- Each Contractor issuing solicitations for subcontracts or purchase orders shall take actions to ensure that Contracts will be awarded and administered in accordance with good faith and in the best interest of the overall goal of workforce diversification on this project.

Establishing Good Faith Best Practical Efforts- If any Contractor's Workforce Diversification Plan does not meet or exceed the established goals, the Contractor should prepare an analysis showing how it has made a good faith "best effort" to achieve the project goals. This analysis should include, but not be limited to, the following:

- Solicitation through newspapers, advertisements, job fairs, etc.;
 - Correspondence between the Contractor firm and any MBE/WBE firms;
 - Logs of phone calls to M/WBE firms listed in the City of Pensacola, Escambia County, or Santa Rosa County directories;
 - Bid results and reasons why insufficient M/WBE awards were made.
- **Urban Infill** expects each Contractor to put forth good faith effort to meet or exceed the overall goals.

IV. NON-DISCRIMINATION IN CONTRACTING AND HIRING POLICY

Each Contractor performing work or providing goods or services shall ensure that it, along with its Subcontractors, shall not discriminate on the basis of race, color, religion, age, gender, national origin, ancestry, creed, union membership, sexual orientation, or disability in the award and performance of its contract and/or any sub-contracts that may be needed to perform the work or services for which they are contracted. Likewise, Contractor shall ensure that it, along with its Subcontractors, shall not discriminate on the basis of race, color, religion, age, gender, national origin, ancestry, creed, union membership, sexual orientation, or disability in the Project with respect to all employment practices. The Contractor shall comply with all applicable requirements of any federal, state or local law ordinance or regulation relating to affirmative action, equal opportunity and nondiscrimination in employment, and shall use its best practical efforts to meet all local goals relating thereto.

V. RESIDENT INCLUSION GOALS

In addition to the above-referenced overall contracting and non-discrimination goals established for the Project, the parties to this Plan voluntarily agree to work together so that, to the greatest extent within the limits of commercial reasonableness, individuals who reside in **Escambia and Santa Rosa County, Florida** (hereafter, "**Local Residents**") shall be preferred for hiring by the Contractors that work on the Project. Furthermore, the parties commit to collaborating on procedures to provide the necessary training for such work, as appropriate.

Workforce Diversification Plan for Blount School

The overall employment goal established by this Plan shall apply to the total number of workers employed by a business winning a contract award for goods or services required for the design, construction, and management of the Project.

The minimum goal for employing Local Residents shall be 75% of all on-site employees.

In addition, this Plan establishes goals that apply to the number of new employees needed by a business winning a contract award for goods or services required for the design, construction, and management of the Project. Qualified Local Residents shall be given priority for employment under this agreement and will be considered before non-residents to be hired to fill new jobs created by this project.

The minimum goal for hiring Local Residents shall be 100% of all newly hired employees.

The objectives of this Plan are overall goals for the entire project and will not be evaluated on a contract by contract basis, although all Contractors and Subcontractors shall submit monthly manpower reports for the purpose of tracking Local Resident involvement in the Project.

VI. METHODS FOR MEETING LOCAL RESIDENT ECONOMIC INCLUSION GOALS

- Persons or business entities that are awarded Project contracts (“**Contract Awardees**”) shall use their best practical efforts to meet or exceed the established Local Resident Inclusion goals. Each Contract Awardee shall execute the Non-Discrimination in Hiring form attached hereto and made a part hereof as Exhibit B.
- Each Contract Awardee shall schedule a meeting with **Urban Infill** within two weeks of contract award. The meeting will provide the Awardee the opportunity to learn about the full range of workforce resources and employment related services available to them and to acquire assistance in developing its Manpower Projection Plan.
- Each Contract Awardee shall submit a Manpower Projection Plan, using the form attached hereto and made a part hereof as Exhibit C no later than 30 days after contract award or 14 days prior to mobilization, whichever is earlier. The Manpower Projection Plan shall describe the general scope of the work under the Contract Awardee’s contract, its total projected staffing, projected number of new hires, the type of skills and expertise needed for new hires that will be involved in fulfilling the contract and a timeline for commencing the work.
- In the event that Contract Awardee’s Manpower Projection Plan changes due to revisions in the scope of its contract or its approach to the work, the Contract Awardee should submit an update to its Plan to **Urban Infill** as promptly as possible but in no event after commencement of the work.
- Should the Contract Awardee’s Manpower Projection Plan indicate a need to fill new jobs, the Contract Awardee should make notification through **Urban Infill** for a period of fourteen (14) days prior to publicly advertising the openings. This will enable **Urban Infill** to identify and refer qualified Local Residents to the Contract Awardee as candidates for these job opportunities. Public advertisements for job openings may appear in minority-owned media and non-minority-owned media.

Workforce Diversification Plan for Blount School

- No Contract Awardee will be required to hire personnel who are unqualified to fill job openings, however Contract Awardees are encouraged to consider opportunities for on-the-job training for qualified entry level workers.

VII. MONITORING AND REPORTING

Urban Infill shall monitor the Disadvantaged Business Inclusion and Local Resident hiring activity of the Contractors and submit monthly reports that document its progress to **Parsco, LLC**.

Disadvantaged Business Inclusion Reporting: Each Contractor with Subcontractors, suppliers, or vendors, shall provide the following information on a monthly basis with their Applications for Payment:

- A breakdown of all amounts billed for that month by Subcontractor and supplier indicating the M/WBE status of that Subcontractor or supplier;
- A contract-to-date summary of the total amount billed by each firm and presented showing the percentage of billings by M/WBE firms to the prime contract's value;
- Signed and notarized Affidavits of Total Payments to Date from each firm.

Any Contractor's failure to provide the monthly Subcontractor report could result in the delay of processing of the Contractor's Application for Payment.

Local Resident Inclusion Reporting: Manpower reports shall be submitted monthly by each Contractor, Subcontractor, and consultant with any workforce dedicated to the Project, along with request for payment.

- Manpower reports shall include the name, address and zip code, and race of each employee dedicated to the Project, their job classification, and whether they are a new or existing employee.
- All manpower reports will be compiled by **Urban Infill** into an overall compliance statement, including copies of the individual manpower reports, and be forwarded to **Parsco, LLC** monthly for review.

Any Contractor's failure to provide the monthly manpower report could result in the delay of processing of the Contractor's Application for Payment.

VIII. IMPLEMENTATION AND ADMINISTRATION

Urban Infill has designated **Chris Vail**, during the construction of the Project as the Diversity Administrator, who shall be responsible for implementation of this Plan. The Diversity Administrator shall act as the primary coordinator of all aspects of this Plan and will be the primary point of contact for **Urban Infill**

Coordinating with internal and external resources, the Diversity Administrator will be responsible for all implementation activities including the following:

Workforce Diversification Plan for Blount School

- Disadvantaged Business Inclusion
 - Coordinate with Contractors on Project Scheduling and provide early notice of bidding schedules
 - Represent the Project at Contracting Expos and Pre-Bid Conferences
 - Monitor Contractor and Subcontractor bid advertising
 - Review and consolidate M/WBE Inclusion Plans from Contractors
 - Compose/submit required reports to **Parsco, LLC**

- Resident Inclusion
 - Coordinate with Contractors on Project Scheduling and provide advance notice of Manpower Projections for planning of training and recruitment programs
 - Assist with identification of existing training programs that can be leveraged to help fill manpower needs, including sources of funding for worker training
 - Represent Project in interfacing with Contractors, Local Churches, Workforce Agencies, and Walk-Up Applicants
 - Review and consolidate Manpower Reports from Contractors
 - Compose/submit required reports to **Parsco, LLC**

More specific responsibilities may be developed as the project progresses to ensure the maximum effectiveness of the implementation of this Workforce Diversification Plan.

End of Document

Exhibits Follow

EXHIBIT A

CONTRACTOR'S WORKFORCE DIVERSIFICATION PLAN

The following shall constitute this Contractor's plan for satisfying the M/WBE contracting goals set forth in the Workforce Diversification Plan for Urban Core Office. This information shall be provided for each trade or service that will be utilized for this project. Use additional sheets if necessary.

Name of Contractor: _____

Total Bid Amount: _____

Planned Overall M/WBE Participation {Goals} <i>Include prime contractor's information, if applicable:</i>				
Name of Contractor, Subcontractor, or Vendor	M/WBE Certification #	Trade, Service, Or Work to be Provided	Dollar Value	% Participation

The Subcontractors and vendors listed above ___ are or ___ are not (check one) currently under contract for the scope of work indicated. Actual M/WBE Inclusion will be monitored as part of the monthly Application for Payment so this Plan is submitted to indicate the means anticipated to achieve the inclusion goals.

Additional Comments:

By signing below, I attest that the above information is accurate to the best of my knowledge and that we will put forth our best practical efforts to achieve said participation goals.

Signature of Owner/Chief Executive Officer

Date

Workforce Diversification Plan for Blount School

EXHIBIT B

CONTRACTOR AND SUBCONTRACTOR ACKNOWLEDGEMENT FORM

Contractor is responsible for getting all Subcontractors to complete and sign this form. Please print out multiple forms as needed.

NON-DISCRIMINATION IN HIRING

NOTICE

The Contract Awardee and its Subcontractors shall not discriminate nor permit discrimination against any person because of race, color, religion, age, gender, national origin, ancestry, creed, handicap, sexual orientation, union membership, disabled or Vietnam era veteran status, or limited English proficiency in the performance of the contract, including, but not limited to, preparation, manufacture, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by a Contract Awardee or its agents, employees or representatives, **Urban Infill** shall have the right to terminate the Contract for cause. In the event of the continued refusal on the part of the Contract Awardee to comply with this anti-discrimination provision, the Contract Awardee may be removed from the list of approved bidders of **Urban Infill**.

The Contract Awardee agrees to include subparagraph (1) above with appropriate adjustments for the identity of the parties in all subcontracts, which are entered into for work to be performed pursuant to the Contract.

Trade Name of Prime Contractor: _____

(Seal)

Signature of Prime Contractor Representative

or

Trade Name of Subcontractor: _____

(Seal)

Signature of Subcontractor Representative

Workforce Diversification Plan for Blount School

EXHIBIT C

MANPOWER PROJECTION PLAN

Contractor:		
Contract Scope:		
Total Bid Amount:	Start Date:	End Date:
Total # of Employees on Payroll: <input type="checkbox"/> 0-50 <input type="checkbox"/> 51-100 <input type="checkbox"/> 101-150 <input type="checkbox"/> 151-200+	Woman or Minority Owned Business: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Contractor Contact Information (person Responsible for working with Greenhut Construction to achieve local hiring goals)		
Contact Name		
Work Address		
City, State, & Zip		
Telephone #	Office	Cell
Email Address		

WORKFORCE PLAN

Projected Number of Required Workers for this entire project	Total Number of Current Employees on payroll	Projected Number of New Hires for this entire project

- Is recruitment required for new hires by the Contractor? No Yes How soon? _____ days
- If no, will former workers be brought back? No Yes How Many? _____
- Is recruitment required for any of your Subcontractors? No Yes
If so, have them complete plan.
- Does the Contractor have openings on other projects? No Yes
- If recruitment is required, complete chart below and attach job descriptions for each.

Position Title	# Jobs	Skills Required	Wage Rate	Experience Level (1=skilled, 2=entry, 3=no experience)

By signing below, I attest that the information above is accurate to the best of my knowledge and ensure that my company will put forth our best practical effort to hire local residents for all job openings available as a result of this project. This will assist to achieve the project hiring participation goals.

Name of Authorized Contractor Representative

Signature of Authorized Contractor Representative

Date