



Agenda

Community Redevelopment Agency

The City of Pensacola Community Redevelopment Agency was created by the City Council and is a dependent special district in accordance with the Florida State Statutes Chapter 189 (Resolution No. 55-80 adopted on September 25, 1980; and amended Resolution No. 22-10 adopted on August 19, 2010.)

Monday, July 12, 2021

3:30 PM

Hagler/Mason Conference Room, 2nd Floor

Immediately following City Council Agenda Conference starting at 3:30 p.m.

Members of the public may attend the meeting in person. City Council encourages those not fully vaccinated to wear face coverings that cover their nose and mouth.

Members of the public may also attend and participate via live stream or phone. Live meeting video: cityofpensacola.com/428/Live-Meeting-Video. Public input form here: www.cityofpensacola.com/CRAInput.

CALL MEETING TO ORDER

Members: Delarian Wiggins, Chairperson, Teniade Broughton, Vice Chairperson, Jennifer Brahier, Ann Hill, Casey Jones, Jared Moore, Sherri Myers

BOARD MEMBER DISCLOSURE

Board Members disclose ownership or control of interest directly or indirectly of property in the Community Redevelopment Area

CHAIRMAN'S REPORT

APPROVAL OF MINUTES

1. [21-00495](#) CRA MEETING MINUTES - 06/14/2021

Attachments: [Draft CRA Mtg Minutes - 06/14/21](#)

PRESENTATIONS

2. [21-00556](#) PROPOSED FY 2022 CRA BUDGET PRESENTATION

Sponsors: Delarian Wiggins

Attachments: [CRA FY 2022 Budget Presentation](#)

ACTION ITEMS

3. [21-00551](#) DIB WORK PLAN AND REPORT OF ACCOMPLISHMENTS
- Sponsors: Delarian Wiggins
- Attachments: [DIB FY2022 Work Plan](#)
 [DIB Annual Report - 2020-21](#)
4. [21-00552](#) APPROVAL OF CHANGES TO THE HAWKSHAW REDEVELOPMENT
 PROJECT COMPONENTS, DESIGN, CONSTRUCTION TEAM AND
 CRITICAL PATH CONSTRUCTION SCHEDULE
- Sponsors: Delarian Wiggins
- Attachments: [Letter from Steve Moorehead to Susan Woolf-June 21, 2021](#)
 [Revised Hawkshaw Concept Plan-June 2021](#)
 [Letter from Staff to Robert Montgomery-June 23, 2021](#)
 [Letter from Steve Moorehead to Susan Woolf-June 28 2021](#)
 [Letter from CRA Chairman to Robert Montgomery-May 12 2021](#)
 [Letter from CRA Chairman to Robert Montgomery-December 17, 2020](#)
 [Letter from CRA Chairman to Robert Montgomery-May 24 2021](#)
 [Purchase & Sale Agreement](#)
 [3rd Amendment to CCR](#)
5. [21-00567](#) INTERLOCAL AGREEMENT BETWEEN THE COMMUNITY
 REDEVELOPMENT AGENCY AND CITY OF PENSACOLA FOR
 FUNDING OF THE COMMUNITY MARITIME PARK STADIUM
 IMPROVEMENTS
- Sponsors: Delarian Wiggins
- Attachments: [Interlocal Agreement - CMP Stadium Improvements.pdf](#)
6. [21-00591](#) AMENDMENT OF CONTRACT WITH SCAPE LANDSCAPE
 ARCHITECTURE DPC FOR DESIGN ASSISTANCE SERVICES FOR
 THE BRUCE BEACH WATERFRONT REDEVELOPMENT PROJECT.

DISCUSSION ITEMS

OPEN FORUM

ADJOURNMENT

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1695 (or TDD 435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00495

Community Redevelopment Agency 7/12/2021

SUBJECT:

CRA MEETING MINUTES - 06/14/2021



City of Pensacola

COMMUNITY REDEVELOPMENT AGENCY

DRAFT

Meeting Minutes

June 14, 2021

6:04 P.M.

Hagler/Mason Conf. Rm, 2nd Fl

The Community Redevelopment Agency (CRA) Board meeting was called to order by Chairperson Wiggins at 6:04 P.M. (Immediately following the 3:30 P.M. City Council Agenda Conference).

CALL MEETING TO ORDER

CRA MEMBERS PRESENT: Delarian Wiggins, Teniade Broughton, Jennifer Brahier, Ann Hill, Casey Jones (left at approx. 7:20 P.M.), Jared Moore, Sherri Myers

CRA MEMBERS ABSENT: None

Public participation was available as follows:

Members of the public may attend the meeting in person, however, there will be restricted to 50% occupancy. Consistent with CDC guidelines, attendees will be encouraged to sit at least 6 feet apart as indicated in City Council Resolution No. 2021-16. City Council encourages citizens to wear face coverings that cover their nose and mouth.

Members of the public also attended the meeting via live stream and/or phone.

To watch the meeting live visit: [cityofpensacola.com/428/Live-Meeting-Video](https://www.cityofpensacola.com/428/Live-Meeting-Video).

To provide input:

- For Open Forum, for items not on the agenda: citizens may submit an online form here www.cityofpensacola.com/CRAInput **beginning at 1:00 P.M. until 3:30 P.M. only** to indicate they wish to speak during Open Forum **and include a phone number. Staff will call the person** at the appropriate time so the citizen can directly address the CRA using a telephone held up to a microphone.

- For agenda items: citizens may submit an online form here www.cityofpensacola.com/CRAInput **beginning at 1:00 P.M. until that agenda item has been voted upon** to indicate they wish to speak to a specific item on the agenda **and include a phone number. Staff will call the person** at the appropriate time so the citizen can directly address the CRA using a telephone held up to a microphone. **Any form received after an agenda item has been voted upon will not be considered.**

BOARD MEMBERS DISCLOSE OWNERSHIP OR CONTROL OF INTEREST DIRECTLY OR INDIRECTLY OF PROPERTY IN THE COMMUNITY REDEVELOPMENT AREA

CRA Member Hill disclosed ownership or control of interest directly or indirectly of property in the Community Redevelopment Area.

CHAIRMAN'S REPORT

None

APPROVAL OF MINUTES

1. [21-00526](#) **COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES - 05/10/21**

A motion was made by CRA Member Hill seconded by CRA Member Jones.

The motion carried by the following vote:

Yes: 7 Delarian Wiggins, Teniade Broughton, Jennifer Brahier, Ann Hill,
Casey Jones, Jared Moore

No: 0 None

PRESENTATIONS

2. [21-00489](#) **HAWKSHAW REDEVELOPMENT PROJECT UPDATE PRESENTATION**

CRA Administrator Helen Gibson provided an overview of the item and introduced members of the development team for the Hawkshaw Redevelopment project which included, Robert Montgomery, principal developer and manager of Hawkshaw Development Group LLC., Brian Spencer of SMP Architecture and Zack Gibbs, financial manager for the project. Mr. Spencer provided an overview presentation. The development team, staff and City Attorney, Susan Woolf, responded accordingly to questions.

ACTION ITEMS**3. [21-00472 JACKSON STREET TRANSPORTATION MASTER PLAN](#)**

Recommendation: That the Community Redevelopment Agency (CRA) approve a Memorandum of Understanding with the Escambia County for development of a phased transportation master plan for Jackson Street from Fairfield Drive to A Street.

A motion was made by CRA Member Moore seconded by CRA Member Hill.

Assistant CRA Administrator D'Angelo provided an overview of the item. Staff responded accordingly to questions.

The motion carried by the following vote:

Yes: 6 Delarian Wiggins, Teniade Broughton, Jennifer Brahier, Ann Hill,
Jared Moore, Sherri Myers

No: 0 None

DISCUSSION ITEMS

None

OPEN FORUM

None

ADJOURNMENT

7:49 P.M.

Approved: _____



Memorandum

File #: 21-00556

Community Redevelopment Agency

7/12/2021

PRESENTATION ITEM

FROM: Delarian Wiggins, Chairperson

SUBJECT:

PROPOSED FY 2022 CRA BUDGET PRESENTATION

REQUEST:

That the Community Redevelopment Agency (CRA) receive a presentation on the proposed Fiscal Year 2022 CRA Budget.

SUMMARY:

The City of Pensacola's Fiscal Year 2022 Annual Budget includes budgets for each of the City's three (3) Tax Incremental Financing (TIF) districts, which include the Urban Core TIF, the Eastside TIF and the Westside TIF. Budgets associated with the administration of these districts comprise the CRA budget.

TIF funds are generated through the incremental growth of taxable property values within the respective district boundaries compared to the year the TIF fund was established or reset, otherwise known as the "base year". In accordance with Chapter 163, Part III, Florida Statutes, activities undertaken with TIF funds must be contained within the respective district's adopted community redevelopment plan. The Community Redevelopment Agency (CRA) considers projects and activities for implementation on an annual basis through the review and approval of the annual CRA Work Plan Budget. The CRA Work Plan for Fiscal Year 2022 will be presented to the CRA, along with the final budget at the August 2021 meeting. Activities contained with the proposed work plan are reflected in the proposed FY 2022 CRA budget.

A presentation on the proposed FY 2022 CRA budget will be provided by the City of Pensacola's Finance Director, Amy Lovoy.

PRIOR ACTION:

None

STAFF CONTACT:

Kerrith Fiddler, Deputy City Administrator - Community Development
M. Helen Gibson, AICP, CRA Administrator

Amy Lovoy, Finance Director

ATTACHMENTS:

1) CRA FY 2022 Budget Presentation

PRESENTATION: Yes

Community Redevelopment Agency (CRA)

**FY 2022 Budget Presentation
July 12, 2021**

URBAN CORE HISTORY OF TIF REVENUE

| FISCAL YEAR | TIF REVENUE | | TIF VALUATION | |
|----------------|--------------|-------------|---------------|-------------|
| | TOTAL | % CHANGE | TOTAL | % CHANGE |
| 2013 | 3,788,221.33 | -4.19% | 339,013,630 | -4.19% |
| 2014 | 3,787,966.47 | -0.01% | 349,610,292 | 3.13% |
| 2015 | 4,075,806.24 | 7.60% | 375,281,442 | 7.34% |
| 2016 | 4,427,770.79 | 8.64% | 408,078,328 | 8.74% |
| 2017 | 4,794,186.67 | 8.28% | 443,582,162 | 8.70% |
| 2018 | 5,260,081.18 | 9.72% | 486,791,518 | 9.74% |
| 2019 | 5,898,476.18 | 12.14% | 545,035,362 | 11.96% |
| 2020 | 6,837,207.36 | 15.91% | 623,187,299 | 14.34% |
| 2021 | 7,508,830.58 | 9.82% | 683,578,510 | 9.69% |
| 2022 * | 8,083,602.75 | 7.65% | 736,057,251 | 7.68% |

* Based on July 1st Estimates from Property Appraiser

URBAN CORE TIF & CRA REVENUES

Comparative Schedule of Revenues and Expenditures Fiscal Year 2022 Proposed Budget

| | FY 2021 BEGINNING BUDGET | FY 2022 PROPOSED BUDGET |
|---------------------------------|--------------------------------|-------------------------------|
| APPROPRIATED FUND BALANCE | <u>\$ -</u> | <u>-</u> |
| REVENUES: | | |
| Revenue (City, County, DIB) | 7,508,900 | 8,083,800 |
| Other Revenues | <u>16,000</u> | <u>16,000</u> |
| TOTAL REVENUES | <u>7,524,900</u> | <u>8,099,800</u> |
| TOTAL REVENUES AND FUND BALANCE | <u>\$ 7,524,900</u> | <u>8,099,800</u> |

URBAN CORE TIF & CRA EXPENDITURES

Comparative Schedule of Revenues and Expenditures Fiscal Year 2022 Proposed Budget

| | FY 2021 BEGINNING BUDGET | FY 2022 PROPOSED BUDGET |
|--|--------------------------------|-------------------------------|
| TOTAL EXPENDITURES | | |
| 2017 Urban Core Redevelopment Revenue Bond (Thru 2028) | 399,500 | 314,800 |
| 2019 Urban Core Redevelopment Revenue Bond (Thru 2043) | 3,725,800 | 3,784,700 |
| ECUA/WWTP Payment (Thru 2027) | 1,300,000 | 1,300,000 |
| CRA Personal Services & Operating* | 518,000 | 622,800 |
| TIF Payment to DIB | 426,500 | 357,600 |
| Landscape Maintenance | 473,100 | 396,800 |
| Allocated Overhead | 142,000 | 142,000 |
| Community Policing | 100,000 | 100,000 |
| Residential Property Improvement | 140,000 | 140,000 |
| Affordable Housing & Redevelopment | - | 391,100 |
| Commercial Façade Program | - | 50,000 |
| Parks & Public Spaces | - | 50,000 |
| Sidewalk Repairs | 300,000 | 300,000 |
| Complete Streets | - | 150,000 |
| TOTAL EXPENDITURES | \$ 7,524,900 | \$ 8,099,800 |

*Includes funding for an additional Urban Plans Review position. The position will be added at a future date.

EASTSIDE HISTORY OF TIF REVENUE

| FISCAL YEAR | TIF REVENUE | | TIF VALUATION | |
|----------------|-------------|-------------|---------------|-------------|
| | TOTAL | % CHANGE | TOTAL | % CHANGE |
| 2013 | 67,945.72 | -26.87% | 6,349,029 | -26.87% |
| 2014 | 67,008.83 | -1.38% | 6,467,597 | 1.87% |
| 2015 | 79,721.27 | 18.97% | 7,694,583 | 18.97% |
| 2016 | 90,192.02 | 13.13% | 8,705,205 | 13.13% |
| 2017 | 104,409.72 | 15.76% | 10,077,478 | 15.76% |
| 2018 | 120,496.38 | 15.41% | 11,630,139 | 15.41% |
| 2019 | 159,236.82 | 32.15% | 15,369,311 | 32.15% |
| 2020 | 207,996.60 | 30.62% | 19,500,265 | 26.88% |
| 2021 | 238,104.00 | 14.47% | 22,627,377 | 16.04% |
| 2022 * | 294,629.00 | 23.74% | 28,437,174 | 25.68% |

* Based on July 1st Estimates from Property Appraiser

EASTSIDE TIF REVENUES

Comparative Schedule of Revenues and Expenditures Fiscal Year 2022 Proposed Budget

| | FY 2021 BEGINNING BUDGET | FY 2022 PROPOSED BUDGET |
|---------------------------------|--------------------------------|-------------------------------|
| APPROPRIATED FUND BALANCE | \$ - | - |
| REVENUES: | | |
| TIF Revenue (City & County) | 234,600 | 294,700 |
| TOTAL REVENUES | 234,600 | 294,700 |
| TOTAL REVENUES AND FUND BALANCE | 234,600 | 294,700 |

EASTSIDE TIF EXPENDITURES

Comparative Schedule of Revenues and Expenditures Fiscal Year 2022 Proposed Budget

| | FY 2021 PROPOSED BUDGET | FY 2022 PROPOSED BUDGET |
|--|-------------------------------|-------------------------------|
| TOTAL EXPENDITURES | | |
| 2017 Eastside Redevelopment Revenue Bond (Thru 2037) | 89,200 | 89,500 |
| CRA Personal Services & Operating* | 61,200 | 81,800 |
| Allocated Overhead | 14,500 | 14,500 |
| Affordable Housing & Redevelopment | 39,700 | 78,900 |
| Sidewalk Repairs | 15,000 | - |
| Complete Streets | - | 15,000 |
| Interest Expense (Thru 2046) | 15,000 | 15,000 |
| TOTAL EXPENDITURES | 234,600 | 294,700 |

*Includes funding for an additional Urban Plans Review position. The position will be added at a future date.

WESTSIDE HISTORY OF TIF REVENUE

| FISCAL YEAR | TIF REVENUE | | TIF VALUATION | |
|----------------|--------------|-------------|---------------|-------------|
| | TOTAL | % CHANGE | TOTAL | % CHANGE |
| 2013 | (189,775.58) | -48.98% | (17,733,135) | -48.98% |
| 2014 | (205,871.06) | -8.48% | (19,870,381) | -12.05% |
| 2015 ** | 67,468.84 | 132.77% | 6,511,996 | 132.77% |
| 2016 | 92,274.47 | 36.77% | 8,906,200 | 36.77% |
| 2017 | 194,901.85 | 111.22% | 18,811,649 | 111.22% |
| 2018 | 307,042.12 | 57.54% | 29,635,268 | 57.54% |
| 2019 | 432,179.67 | 40.76% | 41,713,266 | 40.76% |
| 2020 | 636,518.53 | 47.28% | 61,435,861 | 47.28% |
| 2021 | 813,589.39 | 27.82% | 78,526,489 | 27.82% |
| 2022 * | 1,202,192.24 | 47.76% | 116,033,882 | 47.76% |

* Based on July 1st Estimates from Property Appraiser

** Base Year Reset

WESTSIDE TIF REVENUES

Comparative Schedule of Revenues and Expenditures Fiscal Year 2022 Proposed Budget

| | FY 2021 PROPOSED BUDGET | FY 2022 PROPOSED BUDGET |
|-----------------------------|-------------------------------|-------------------------------|
| REVENUES: | | |
| TIF Revenue (City & County) | 813,600 | 1,202,300 |
| TOTAL REVENUES | 813,600 | 1,202,300 |

WESTSIDE TIF EXPENDITURES

Comparative Schedule of Revenues and Expenditures Fiscal Year 2022 Proposed Budget

| | FY 2021 PROPOSED BUDGET | FY 2022 PROPOSED BUDGET |
|--|-------------------------------|-------------------------------|
| TOTAL EXPENDITURES | | |
| 2017 Westside Redevelopment Revenue Bond (Thru 2037) | 279,400 | 279,000 |
| CRA Personal Services & Operating* | 56,500 | 105,600 |
| Allocated Overhead | 8,300 | 8,300 |
| Sidewalk Repairs | 150,000 | - |
| Complete Streets | 91,400 | 300,000 |
| Affordable Housing & Redevelopment | 153,000 | 399,400 |
| Residential Property Improvement | 35,000 | 70,000 |
| Façade Grants | 40,000 | 40,000 |
| TOTAL EXPENDITURES | 813,600 | 1,202,300 |

*Includes funding for an additional Urban Plans Review position. The position will be added at a future date.

Questions?



Memorandum

File #: 21-00551

Community Redevelopment Agency 7/12/2021

ACTION ITEM

SPONSOR: Delarian Wiggins, Chairperson

SUBJECT:

DIB WORK PLAN AND REPORT OF ACCOMPLISHMENTS

RECOMMENDATION:

That the Community Redevelopment Agency approve the Pensacola Downtown Improvement Board (DIB) Fiscal Year 2022 Work Plan.

SUMMARY:

On September 8, 2020, the Community Redevelopment Agency approved an interlocal agreement with the Pensacola Downtown Improvement Board (DIB) for the implementation of certain Urban Core Redevelopment Plan activities that are funded through the portion of Tax Incremental Financing ("TIF") revenues derived from the Pensacola Downtown Improvement Taxing District special assessment levied within the DIB area, less \$100,000. Under the interlocal the amount retained by the CRA is restricted for implementation of affordable housing initiatives.

Activities authorized for implementation include economic development, marketing, public realm enhancement and beautification, community policing innovations, and supporting the multi-modal enhancement of Downtown Pensacola, as authorized by the community redevelopment plan.

Each year, during the CRA's July meeting, the DIB must present its proposed work plan to the CRA for approval, along with an annual report of DIB's accomplishments and activities.

PRIOR ACTION:

July 18, 2005 - The CRA entered into an interlocal agreement with the DIB to provide for the creation of a comprehensive downtown parking strategy and for the implementation of mutual undertakings of the DIB and CRA, as outlined in the Urban Core Community Redevelopment Plan.

September 8, 2020 - The CRA entered into an interlocal agreement with the DIB to for the implementation of certain Urban Core Redevelopment Plan activities that are funded through the portion of Tax Incremental Financing ("TIF") revenues derived from the Pensacola Downtown Improvement Taxing District special assessment levied within the DIB area, less \$100,000.

FUNDING:

Budget: \$ 463,500 Estimated TIF Revenues Based on July 1 Certification

Actual: \$ 363,500 Amount To Be Provided to DIB
 100,000 Affordable Housing Retainage
 \$ 463,200

FINANCIAL IMPACT:

Actual funding provided under the interlocal agreement is based on the property valuation as certified by the Escambia County Property Appraiser on July 1, 2021.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/29/2021

STAFF CONTACT:

Kerrith Fiddler, Deputy City Administrator - Community Development
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) DIB FY2022 Work Plan
- 2) DIB Annual Report - 2020-21

PRESENTATION: Yes



DIB CRA FY2022-23 PLAN

CLEANLINESS

DIB Ambassadors work hard to improve the appearance and maintain the cleanliness of downtown streets and sidewalks, ensuring blight is removed and safety issues are addressed. They are visible seven days a week and, during their rotation, also act as hospitality ambassadors, providing directions, answering questions and assisting visitors and merchants wherever possible. The DIB will continue to keep the downtown district clean by:

- Removing litter from downtown street, gutters and sidewalks.
- Sanitizing communal surfaces such as trash cans, handrails, benches and pay stations
- Removal of all pet and human waste.
- Weed abatement, leaf removal and light landscaping of public property.
- Deploying temporary garbage receptacles as needed.
- Removal of identified graffiti within 48-hours.
- Pressure-washing all streets within the district on a reoccurring basis.
- Keeping all City parking facilities maintained through regular sanitizing, pressure-washing and litter removal.

Litter isn't unique to Downtown Pensacola but it's a problem that continues to grow as our district expands and becomes more successful and vibrant. To encourage responsible litter disposal, the DIB will continue its downtown sustainability campaign efforts by using positive reinforcement and educational materials to address the litter problem. The DIB will also continue to work with the City and CRA to ensure the district has adequate trash receptacles on the streets.



SAFETY AND SECURITY

With a continued vision for the downtown district, **DIB is focusing on safety and security as its top priorities**, implementing projects to help augment existing infrastructure and working on public awareness campaigns to educate the community. Security needs will continue to be addressed through the maintenance of security cameras and upgraded lighting in dark areas within the downtown district while also communicating these updates to stakeholders, residents and visitors. With public safety at the forefront of the collective community due COVID-19, the DIB will build on existing safety campaign efforts by continue to encourage safe social practices following the latest City, State and CDC guidelines through the strategic use of public education collateral.

The DIB's mission to enhance the district's quality-of-life and economic success by creating a cleaner, safer and more enjoyable environment will continue to guide the efforts and focus areas for improving the downtown district.



MARKETING THE DOWNTOWN DISTRICT

With its eclectic range of shops, galleries and restaurants, consistent line-up of events, and historic sites and monuments, there's no shortage of reasons why people come back to Downtown Pensacola year after year. One of the DIB's primary goals is to continue marketing the downtown district. Here are some statistics from the DIB's FY2020 marketing efforts that DIB will continue to manage and grow:

- **130K Social Media Fans:** During the first half of FY2020, the average engagements per Facebook, Instagram and Twitter post increased 23 percent compared to the same period in the previous year.
- **536K Social Media Engagements:** The Downtown Pensacola social media channels received 536K likes, comments and shares since the beginning of FY2020.
- **8,026 Visitor E-Newsletter Opt-Ins:** With an opt-in database of more than 8,000, the Downtown Pensacola visitor e-newsletter beats the average national open rate for the industry by 3.2%.

- **57K Unique Website:** Roughly half of the website traffic to downtownpensacola.com comes from nearby drive markets, while the other half consists of local residents. Two thirds of web traffic comes from a mobile device while the remaining third comes from desktop users.



FY2022-23 PROJECTS

Managing such an active urban place can be both rewarding and challenging, and we are constantly looking for new ways to build value downtown, from supporting downtown investment to developing new marketing initiatives, activating public spaces, aggressively addressing parking challenges and improving the environment. We try to meet every challenge with purpose and planning, and to keep the district consistently moving forward for the City of Pensacola, our downtown businesses, residents, property owners and visitors. Here are some of the planned projects for FY2022:

- **Palafox Market:** Palafox Market draws record crowds of locals and visitors each Saturday to Martin Luther King, Jr., Plaza in Downtown Pensacola to shop the bustling farmers market and patronize downtown shops, restaurants, events and galleries. Once safely reopened, the DIB will continue to execute and promote weekly Palafox Market events to attract visitors and locals to Pensacola's urban core, supporting small, local businesses and securing downtown as a popular tourist destination. DIB will also continue to streamline back-office processes to improve the efficiency of the market.
- **Pedestrian Crossing Safety Enhancements:** In FY2021, the DIB will focus on implementing improvements to the safety of pedestrian crossing areas on Palafox Street between Garden and Main Streets. These measures will improve the safety of visitors and residents of downtown.
- **Creating Spaces and Enhancing Places:** The DIB will continue to seek opportunities to collaborate with the City, CRA and community to improve the use, appearance and safety of areas throughout the district while ensuring maximum and judicious use of CRA funding.

Thank you for your partnership, support and for entrusting the DIB to help make our downtown the best, brightest, safest and most Inviting place to live, work, play and visit. We hold this as our highest honor and responsibility!





LOOKING BACK. LOOKING FORWARD.

When the DIB was created, local business and residential growth had moved from Pensacola's downtown core to the suburbs, leaving downtown buildings and sidewalks virtually empty. Property values had nosedived and surveys showed that people were afraid of crime downtown. Motivated to take action, a handful of downtown property and business owners took steps to form the Downtown Improvement Board in 1972, with the purpose of developing and marketing the 44-block core of downtown Pensacola.

Looking around the DIB district today, it is hard to fathom those pre-DIB days and to grasp the true, lasting impact that the Downtown Improvement Board has had on not just downtown but all of Pensacola.

During our reporting period, March 2020-21, fate dealt a heavy hand to downtown, our city and the rest of the world. In the spring, Covid-19 shut down our bars, venues restaurants and events. In the fall, Hurricane Sally caused destruction and flooding. Despite this challenging year, we saw the downtown community come together like never before. Our vision for downtown remains as solid, and our mission to enhance the district's quality of life and economic success is as important as ever.

MAR 2020 - 2021

DOWNTOWN SUMMARY PENSACOLA





POUNDS OF TRASH REMOVED.

61,751



8,000 SQ. FT. OF SIDEWALKS PRESSURE WASHED.

Our **Downtown Cleaning Ambassadors** were busier than ever this year, removing **182 instances** of graffiti and cleaning **106,680 sq. ft.** of parking garage surface, to name just a few of their many important accomplishments within the district.

4,977

WORK ORDERS COMPLETED.



Statistics.



Fourteen.

NEW BUSINESSES DOWNTOWN

Despite the challenge of COVID-19, fourteen new businesses opened in the downtown district during the year, bringing additional jobs into the district in the process.

PETERBROOKE CHOCOLATIER
PENSACOLA

AJ'S MARKET & ICE CREAM AT
SOUTHTOWNE

THE NEST GENERAL STORE

THE GARDEN AT PALAFOX +
MAIN

PERRENIAL PATIO BAR (BAR)

MELT GOURMET SANDWICHES
AND MAC N' CHEESE (FOOD
TRUCK)

BOCA LATIN KITCHEN (FOOD
TRUCK)

CALAVERA TACOS (FOOD
TRUCK)

E-SAAN THAI STREET FOOD
(FOOD TRUCK)

THE PETALER FLORAL
BOUTIQUE (KIOSK)

OLD PALAFOX SNOW CONES
(KIOSK)

PETUNIA'S BAKERY (KIOSK)

DEORUM (KIOSK)

DARIOS BAKE SHOP (KIOSK)



PALAFX MARKET

Palafox Market reopened in October 2020.

THE MARKET IS CELEBRATING ITS 14TH YEAR IN 2021.



PALAFOX

Supporting Palafox Market's Small Businesses During COVID.

The DIB curated and promoted an online shopping guide of Palafox Market farmers and vendors, with descriptions and links to their websites and social channels, to give customers the opportunity to continue to support them when they couldn't shop in person. The DIB also partnered with the Studer Community Institute to support and spread awareness for a drive-thru market experience hosted in the parking lot of the SCI Building.

When the City loosened restrictions on public events in October, the DIB reopened Palafox Market. The DIB held several meetings with Palafox Market vendors to address concerns and communicate important safety precautions that would be introduced.

Since reopening, the market has gradually and safely flourished, restoring a sense of its former position as a premier weekly event in Downtown Pensacola, and once again driving business into the nearby permanent retail shops, restaurants and small businesses downtown.

Palafox Market. *Southern Living's "Florida's Best Farmer's Market."*



MARKET

Keeping visitors safe.

The DIB sought to address issues of public health and safety during the COVID crisis, leveraging its communications channels with merchants and the wider public. DIB partnered with Ascend to provide free face masks to downtown retail and restaurant merchants on Shop Small Saturday. DIB also created friendly, approachable and eye-catching sidewalk decals, flyers, posters and a social media toolkit to help encourage people to follow safe practices in their daily lives as we all adapted the changes taking place. The safety campaign was recognized by the Pensacola Chapter of the American Advertising Federation with a Gold ADDY Award in February.





PALAFAX ST. SEVILLE TOWER

Keeping the district clean.



DIB CLEANING AMBASSADORS

Ambassadors improve the appearance of downtown streets and sidewalks, remove instances of graffiti, ensure lights are working and safety issues are addressed and elevate the sense of security in the district. They are visible seven days a week and also act as hospitality ambassadors, providing positive customer service by giving directions, answering questions and assisting visitors wherever possible.





Jefferson Alley Drain Art Project.

DIXON SCHOOL OF ARTS & SCIENCES

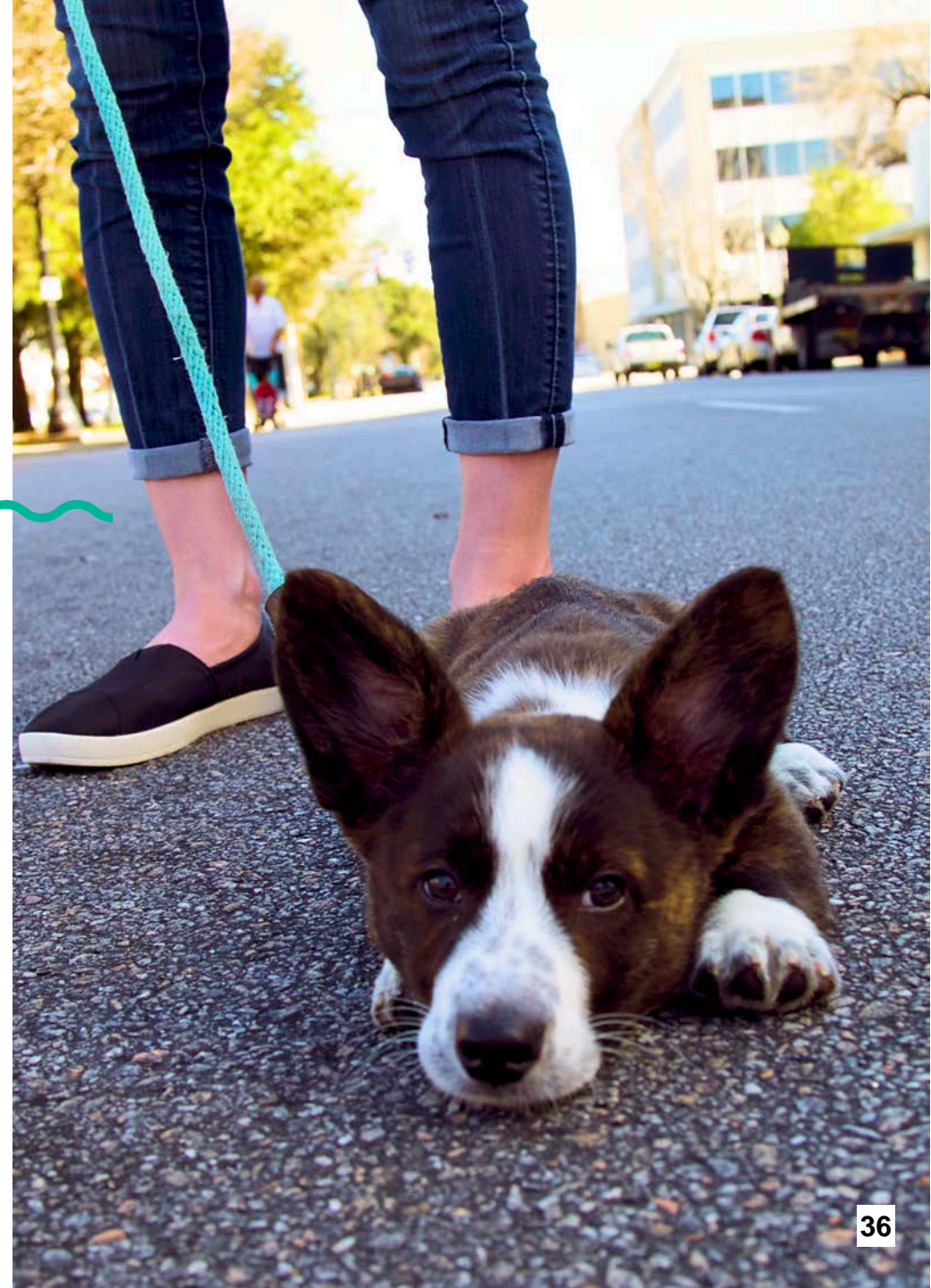
ART FOR A CAUSE.

Partnering with Dixon School of Arts and Sciences, the DIB launched a public art project with an environmental twist that would transform the stormwater drains in Jefferson Alley and discourage people from using them to dispose of waste. Dixon scholars designed and painted around each of the drains to illustrate the importance of keeping our waterways clear of waste.

A new pit stop for pets.

PUPPY PIT STOP

The downtown Puppy Pit Stop was unveiled to the public in August 2020. It features a landscaped area for pets, a self-draining dog bowl, leash holder, multiple fake fire hydrants and waste removal supplies.





SUPPORTING DOWNTOWN MERCHANTS

Business Recovery.

With stay-at-home orders put in place at the beginning of 2020, people could no longer visit their favorite shops or continue supporting local businesses in the same way. The DIB facilitated a **Business Recovery Input Session** on May 12 at the Blue Wahoos Stadium to hear directly from businesses about how we could best support them during this time.

After Sally.

In September, Downtown Pensacola was impacted by the destructive and slow-moving Hurricane Sally. Across the district, businesses were forced to close their doors, take stock and address the damages. DIB Ambassadors came out in force to clear debris from downtown streets and sidewalks. The DIB worked hard to remain in communication with merchants and to provide useful resources and a steady supply of information about loans and grants available to business owners.



MARKETING + PROMOTION

DIB launched its “**I [Heart] Downtown**” campaign with a landing page featuring all downtown businesses that offer gift cards, linking directly to each individual business website. To incentivize gift card purchases, the DIB offered to match up to \$25 for the first 50 gift card purchases. The campaign included window decals for participating downtown merchants, as well as social media graphics and public relations.



I DOWNTOWN

SUPPORTING

DOWNTOWN MERCHANTS





TWO NEW PROJECTS IN THE WORKS

Public Art.

In May, Friends of Downtown was awarded a Foo Foo Festival grant to produce **"Son et Lumière"** or *Sound and Light*. The illuminated spectacle will bring the walls of the Escambia County Courthouse building to life as a way to further celebrate the city's 200th Anniversary. The Downtown Improvement Board is collaborating with CRA and UWF Historic Trust on a public art project that will transform dull, everyday utility boxes located on the Garden Street median into colorful public art pieces that also help to tell stories of Pensacola's past.

“All I Want”

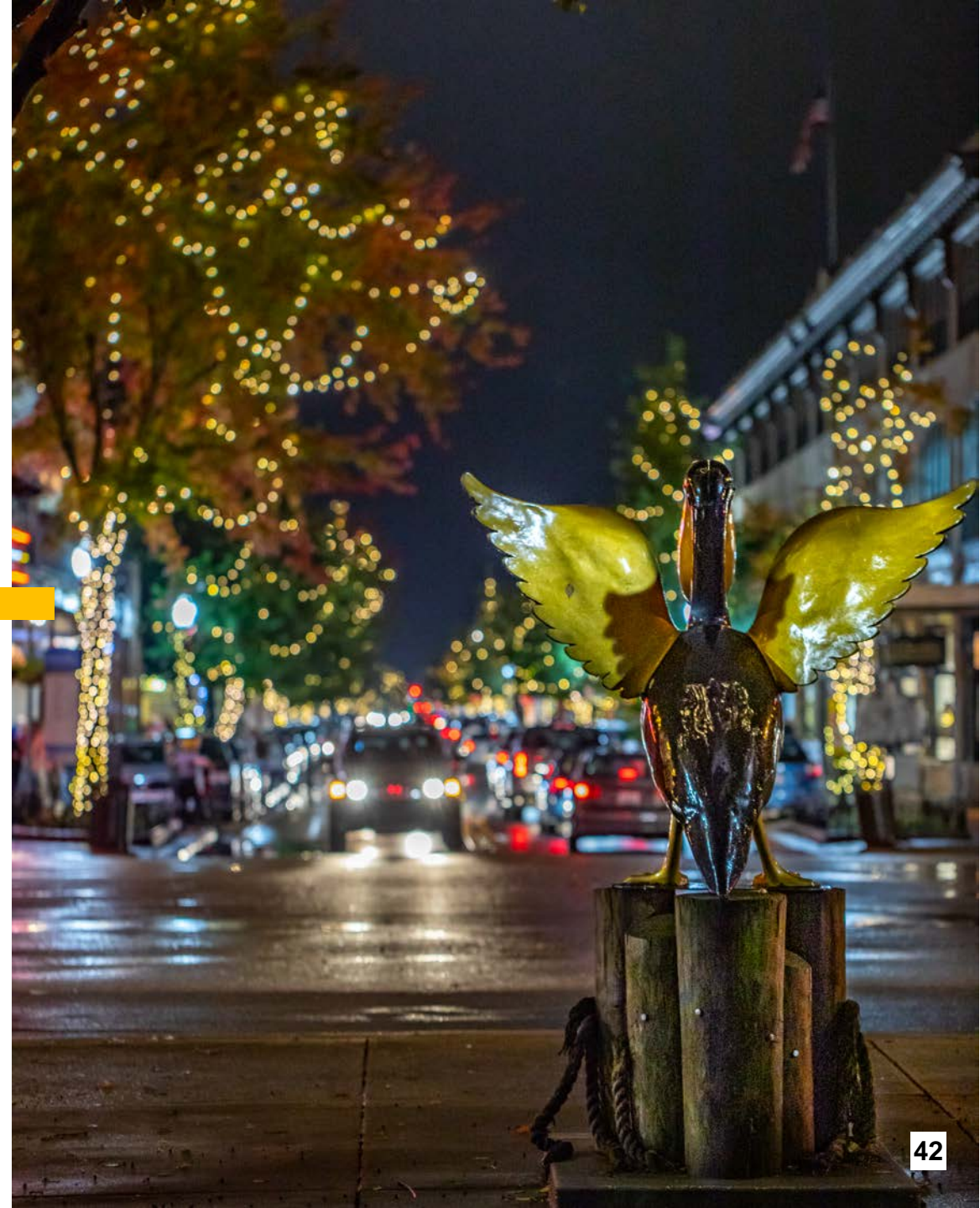


The DIB’s “All I Want” \$1,000 holiday retail promotion returned for its third consecutive year in November 2020, offering shoppers a strong incentive to support local businesses during the holidays for the chance to win a \$1,000 downtown gift card prize. Receipts were uploaded totaling \$24,911, a 500% return on investment..



City lights.

The magical experience of the First City Lights Festival kicked off on November 26 with half a million twinkling white lights, along with the launch of Winterfest, offering a virtual viewing option to allow people to enjoy the lights while staying safe. With support from the City of Pensacola and Escambia County, the DIB funded and executed the festival, which generates business for local restaurants, shops, hotels and attractions during the winter “shoulder” months, while bringing first-time visitors back to Pensacola throughout the year.





DIB MARKETING METRICS

134,000 SOCIAL MEDIA AUDIENCE

533K SOCIAL MEDIA ENGAGEMENTS

34.7% EMAIL OPEN RATE

37.7 UNIQUE WEBSITE VISITORS

BEHIND THE DIB

The Downtown Improvement Board is grateful to all of its staff, volunteer board and committee members, who continue to make downtown Pensacola a great place to live, work and play.

WALKER WILSON, Executive Director

MICHAEL CARRO, Board Chair

MEMBERS OF THE BOARD

Robert Bender, Ex Officio

Adam Cobb

Ann Hill, Ex Officio

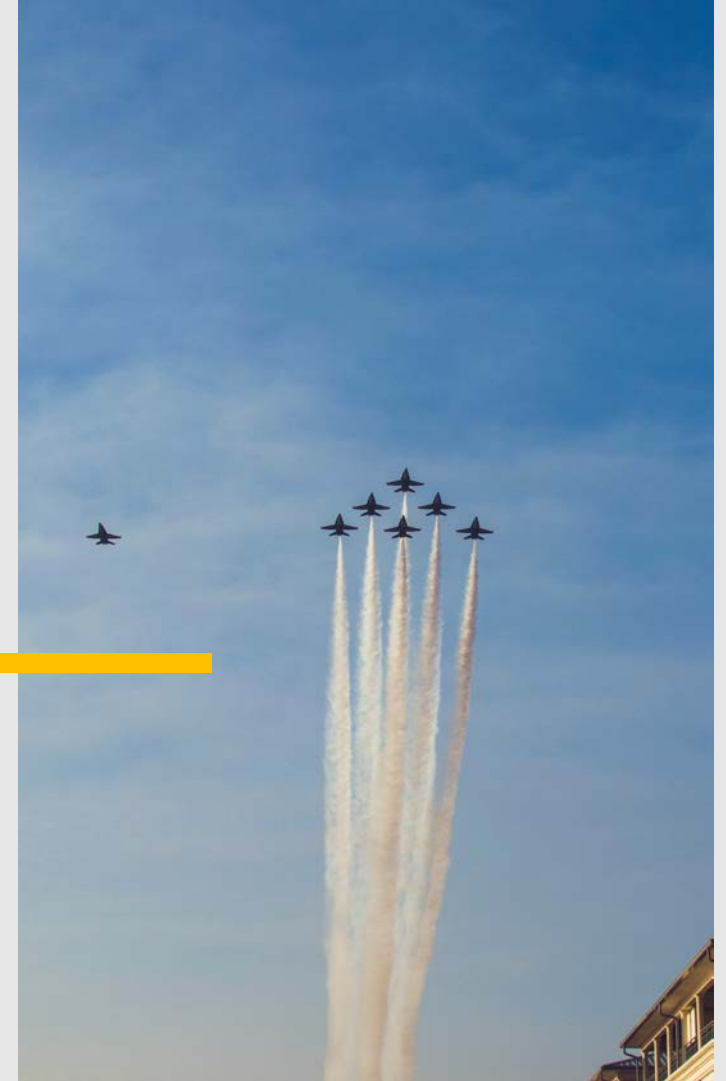
Kevin Lehman

Jean-Pierre N'Dione

Patti Sonnen

PENSACOLA. FLORIDA

THE DIB



Thank you for your support.



The DIB is constantly looking for new ways to build value downtown, from supporting downtown investment to developing new marketing initiatives, activating public spaces and improving the environment. We are grateful for your ongoing support as we try to meet every challenge with purpose and planning, and to keep the district consistently moving forward for the City of Pensacola, our downtown businesses, residents, property owners and visitors.





DOWNTOWN PENSACOLA

Florida's Greatest Place
One of America's 10 Best Streets





Memorandum

File #: 21-00552

Community Redevelopment Agency 7/12/2021

ACTION ITEM

SPONSOR: Delarian Wiggins, Chairperson

SUBJECT:

APPROVAL OF CHANGES TO THE HAWKSHAW REDEVELOPMENT PROJECT COMPONENTS, DESIGN, CONSTRUCTION TEAM AND CRITICAL PATH CONSTRUCTION SCHEDULE

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve the revised project components and conceptual design plan presented on June 14, 2021, and the revised critical path construction schedule and construction team provided on June 21, 2021 for the Hawkshaw redevelopment project. Further, that the CRA request submission of all outstanding financial documents required for the project from the developer by August 17, 2021.

SUMMARY:

At its June 14 2021 meeting, the CRA received an update on the Hawkshaw redevelopment project from the developer, Hawkshaw Development Group, LLC, (Mr. Robert Montgomer) and his team. The development team presented revised design concept documents that propose the construction of a 200 unit, market-rate residential complex rather than the previously approved mixed use project which included commercial and office components. The developer also introduced several proposed new members of his development team, in addition to a draft revised critical path schedule for the project's construction.

By letter dated June 21, 2021, from the developer's Attorney Steve Moorehead, the developer provided an updated critical path schedule for project construction. The letter also stated there would be no changes to the ownership or management of the project. The only stated change to the development team was the choice of construction contractor from two named firms.

Staff recommends the CRA approve the revised project components, revised conceptual design plan, revised critical path construction, and the revision to the construction contractor. However, several financial documents required pursuant to the Purchase and Sale Agreement for the property have yet to be provided by the developer. The items are as follows:

Section 11(a)

A binding commitment for construction financing for the project issued and executed by a reliable and reputable institutional lender and accepted and executed by the developer and all guarantors named

in such commitment, subject only to usual and customary conditions that are not inconsistent with the terms of the Agreement;

Section 11(b)

Evidence of the developer's ability to pay the cost of construction of the project in excess of funding to be provided pursuant to the loan commitment referenced above;

Section 11(c)

Evidence of the close of construction financing on the project.

The referenced documents were requested from the developer by letters from the CRA Chairperson and CRA staff on December 17, 2020, May 12 and May 24, 2021 and June 23, 2021. Those letters are attached to this agenda item. Staff recommends Hawkshaw Development Group be asked to submit these documents 21 days prior to its August 9, 2021 meeting.

PRIOR ACTION:

November 6, 2017 - CRA approved the development agreement/contract for sale of the Hawkshaw property to Robert Montgomery, LLC.

February 26, 2018 - The deed for sale of Hawkshaw property to Hawkshaw Developers, LLC was filed in Escambia County Official Records.

June 10, 2019 - The CRA approved extension of the commencement deadline for the Hawkshaw redevelopment project at 9th Avenue and Romana Street to September 30, 2019 and granted extension of the construction commencement deadline.

August 5, 2019 - The CRA approved the revised design plans, revised construction timeline and changes to the Hawkshaw Redevelopment, LLC. Development Team.

May 10, 2021 - The CRA directed staff to send a letter to the developer requesting a presentation during its June meeting, as well as, written documentation of the developer's diligent and continuous prosecution of construction on the project and previously requested items from the CRA Chairman's letter dated December 17, 2019.

June 14, 2021 - The development team made a presentation to the CRA.

FUNDING:

N/A

FINANCIAL IMPACT:

Completion of the project is expected to generate increased property tax revenue.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/6/2021

STAFF CONTACT:

Kerrith Fiddler, Deputy City Administrator - Community Development
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) Letter from Steve Moorehead to Susan Woolf-June 28, 2021
- 2) Letter from Steve Moorehead to Susan Woolf-June 21, 2021
- 3) Revised Hawkshaw Concept Plan-June 2021
- 4) Letter from CRA Staff to Robert Montgomery-June 23, 2021
- 5) Letter from CRA Chairman to Robert Montgomery-May 24, 2021
- 6) Letter from CRA Chairman to Robert Montgomery-May 12, 2021
- 7) Letter from CRA Chairman to Robert Montgomery-December 17, 2020
- 8) Purchase and Sale Agreement
- 9) 3rd Amendment to CCR

PRESENTATION: No



June 21, 2021

Via e-mail to swoolf@cityofpensacola.com

Ms. Susan Woolf
City of Pensacola
190 W. Government Street
Pensacola, Florida 32502

Re: Hawkshaw Development Group, LLC
Our File No. RE-17-1279

Dear Susan:

As you know, we represent Hawkshaw Development Group, LLC (the "Developer") regarding the Hawkshaw Project. Thank you for your time in discussing this matter with me today.

The purpose of this letter is to request the CRA's consent to a modification of the development team by approving a new contractor for the project. Our client intends to engage either *Brasfield & Gorrie*, *Pinkerton & Laws*, or *KAST Construction*. All of these are large, successful companies. Please note that Brasfield & Gorrie is the general contractor building the new Baptist Hospital, and Pinkerton & Laws is the general contractor building the Hilton Garden Inn adjacent to the Hawkshaw Project.

We respectfully request to be placed on the agenda of the July 2021 meeting of the CRA. I will respond to the additional issues and concerns we discussed in separate correspondence.

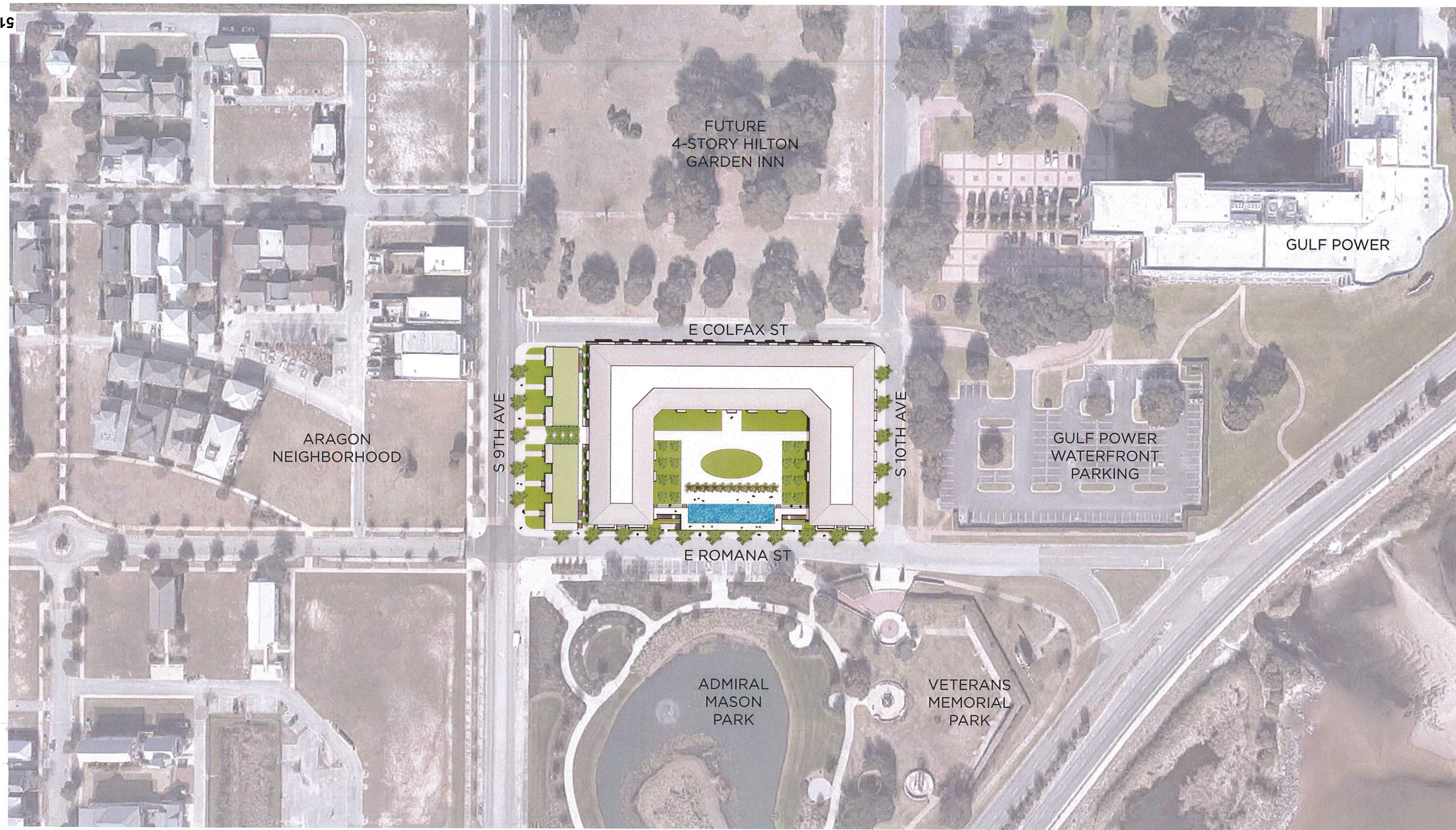
Sincerely,

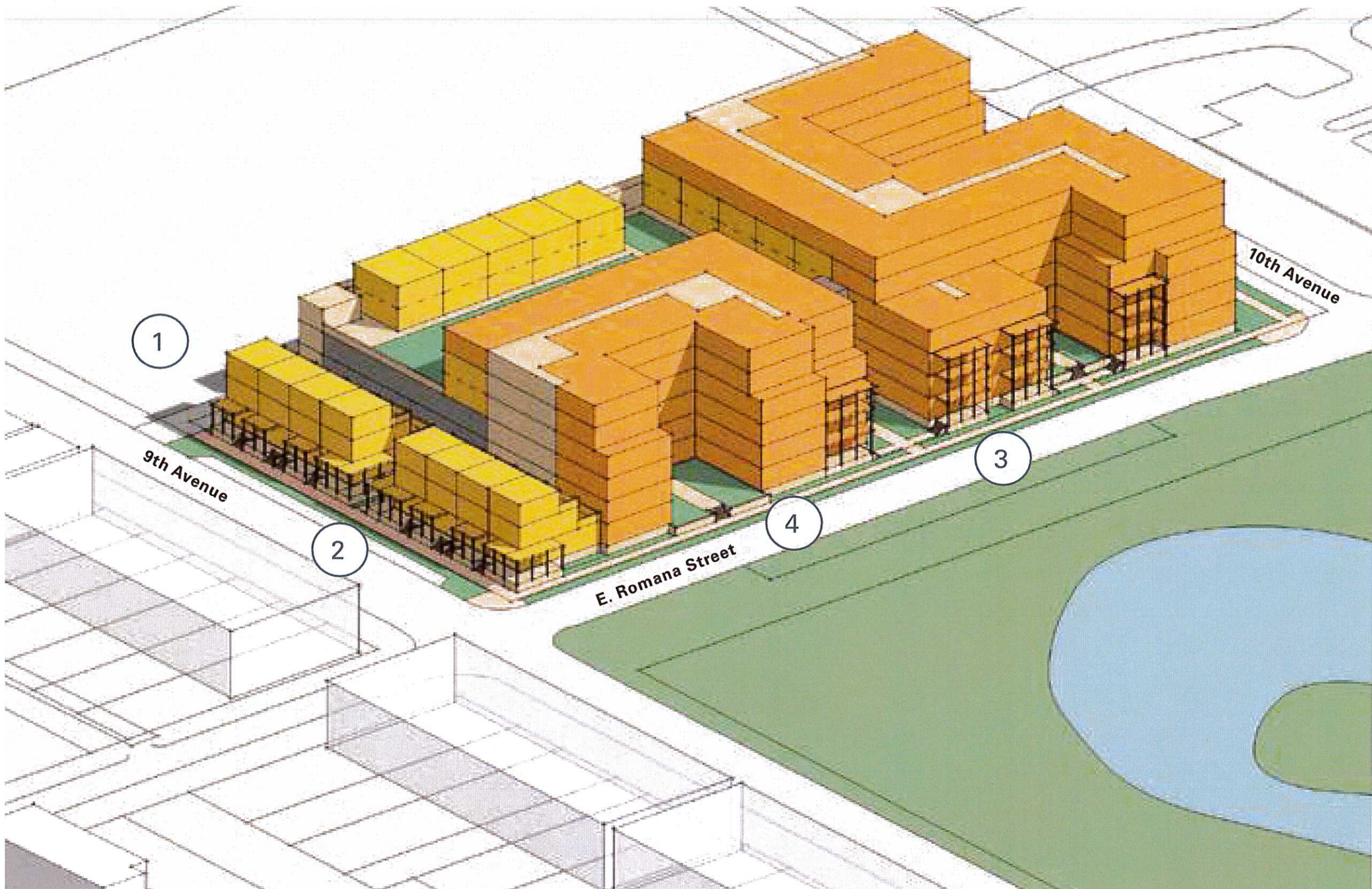
A handwritten signature in blue ink, appearing to read 'Stephen R. Moorhead', with a stylized flourish at the end.

Stephen R. Moorhead

SRM/srm

cc: Robert Montgomery
Brian Spencer













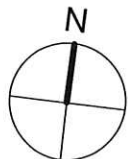
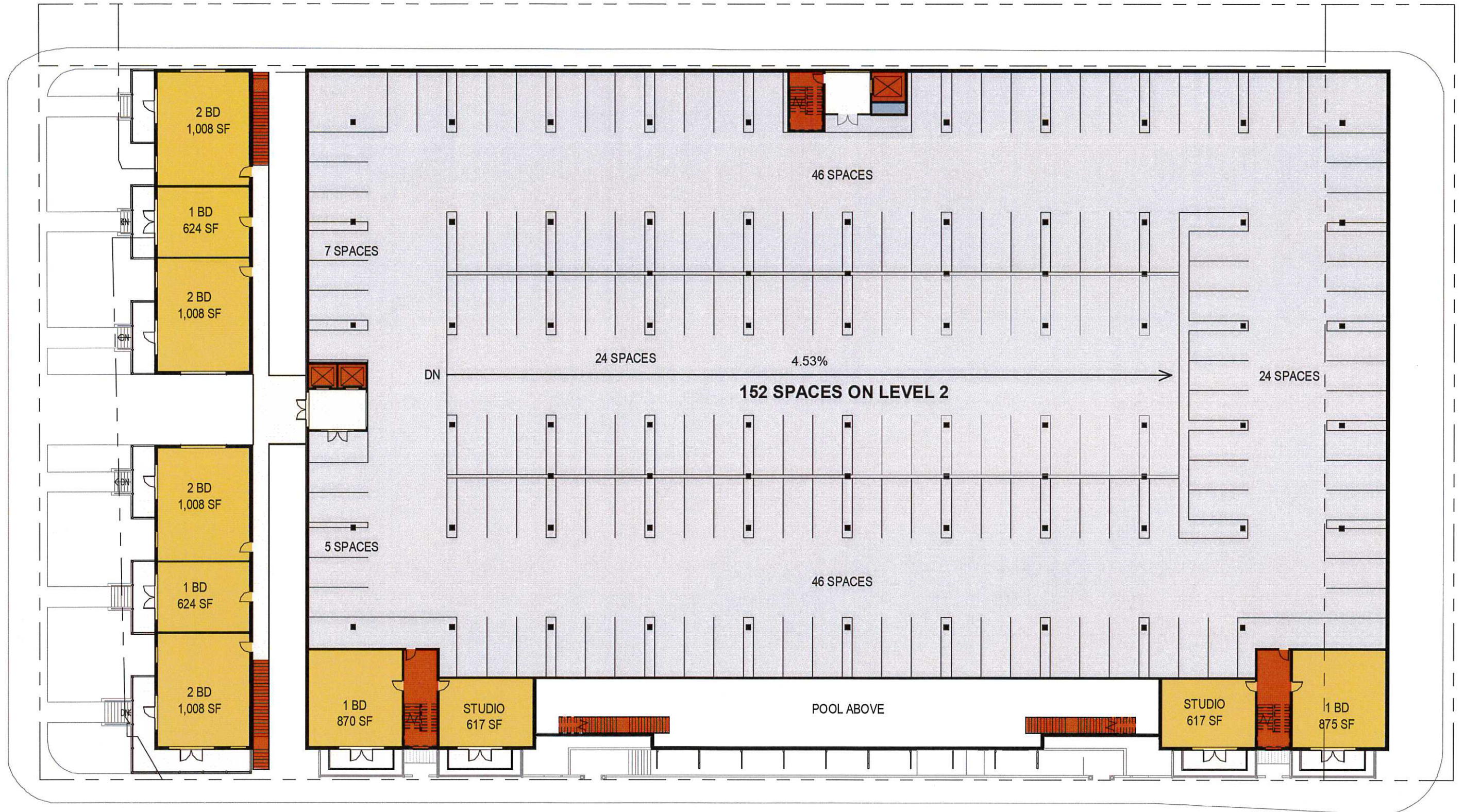


S 9TH AVENUE

E COLFAX STREET

S 10TH AVENUE

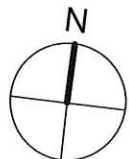
E ROMANA STREET




$$1'' = 30'-0''$$

A3

06/14/2021

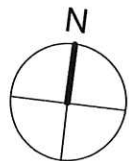
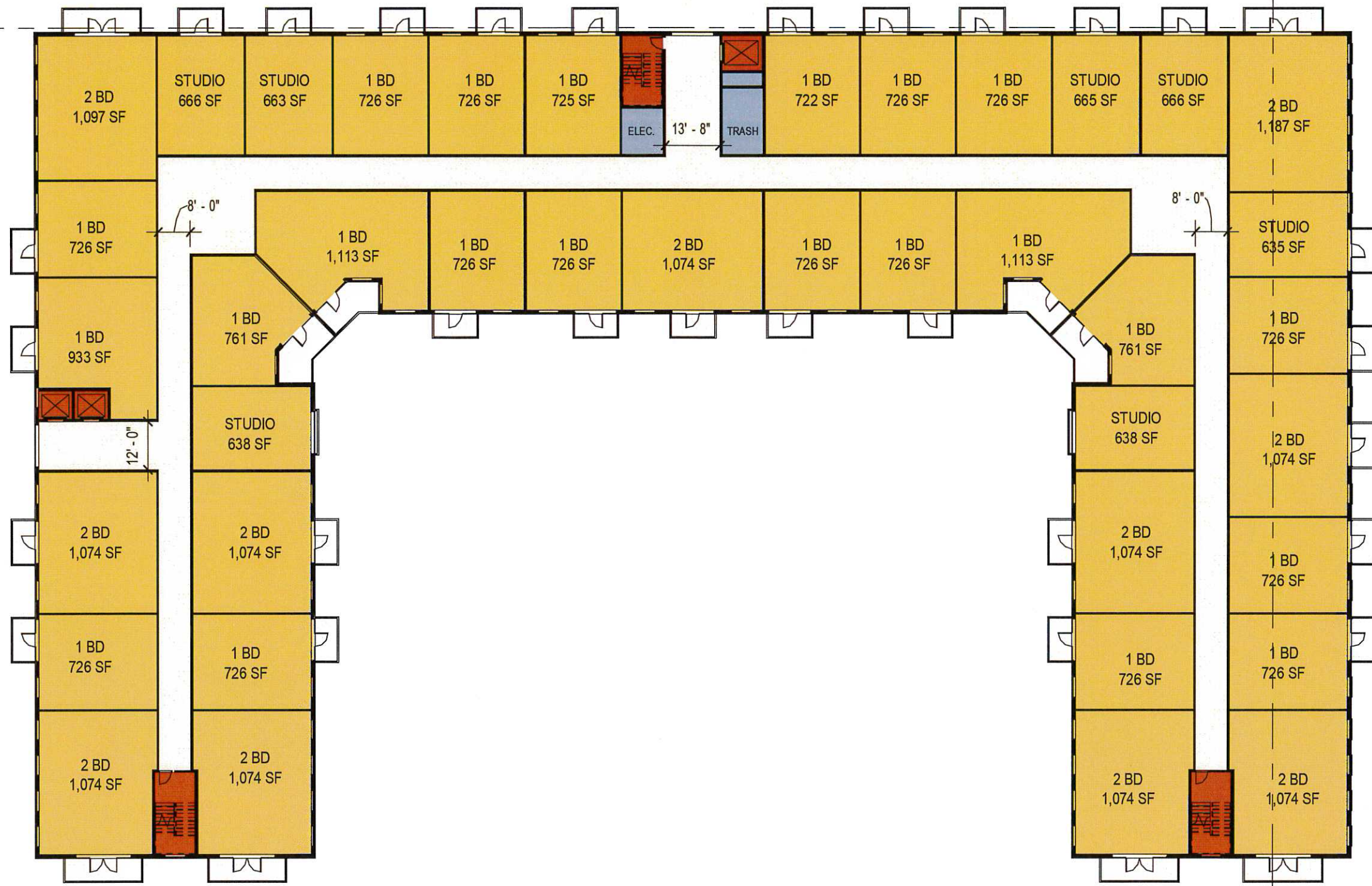


S 9TH AVENUE

E COLFAX STREET

S 10TH AVENUE

E ROMANA STREET





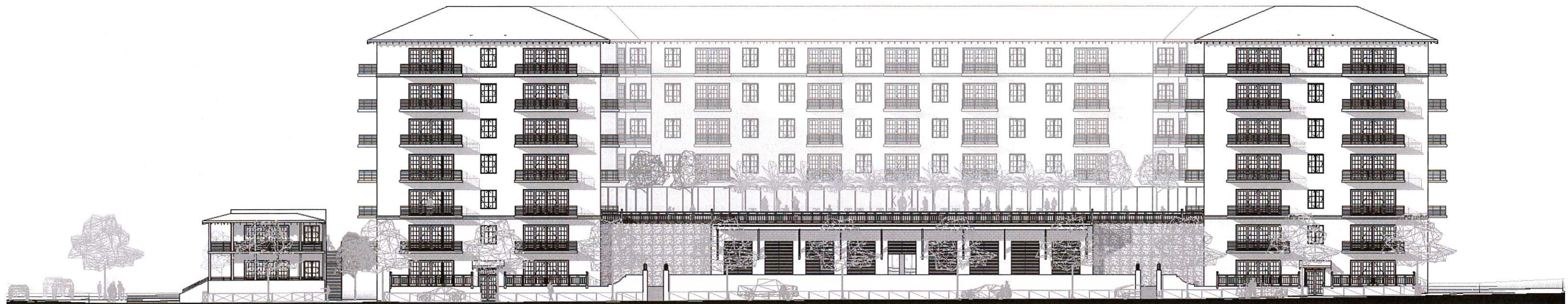
Savannah Row House Precedent



Amenity Deck Precedent



U-Shaped Building Form Precedent





Savannah Row House Precedent



Savannah Row House Precedent



Hawkshaw Urban Design Guidelines Precedent



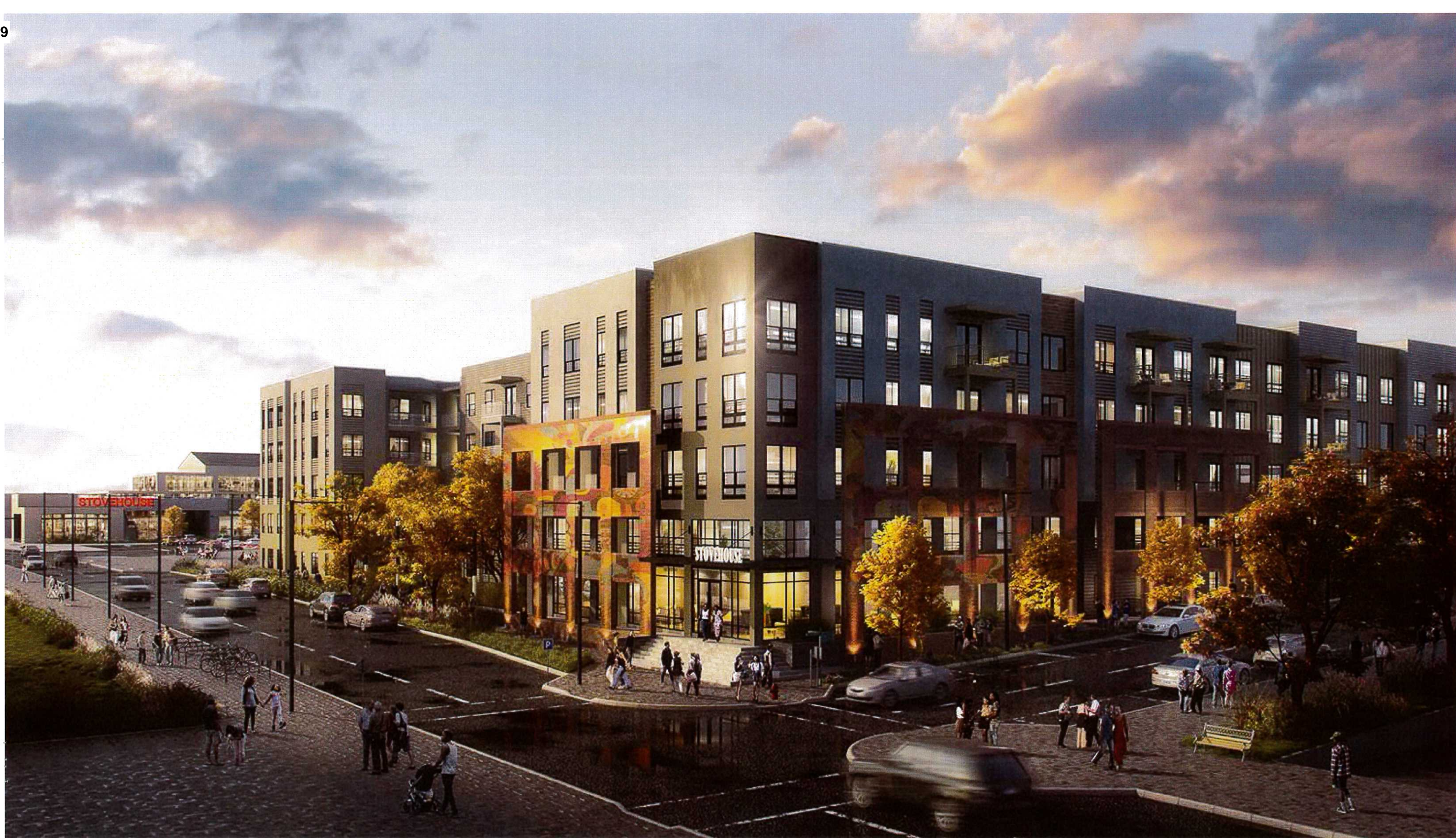
FUTURE
HILTON
GARDEN
INN

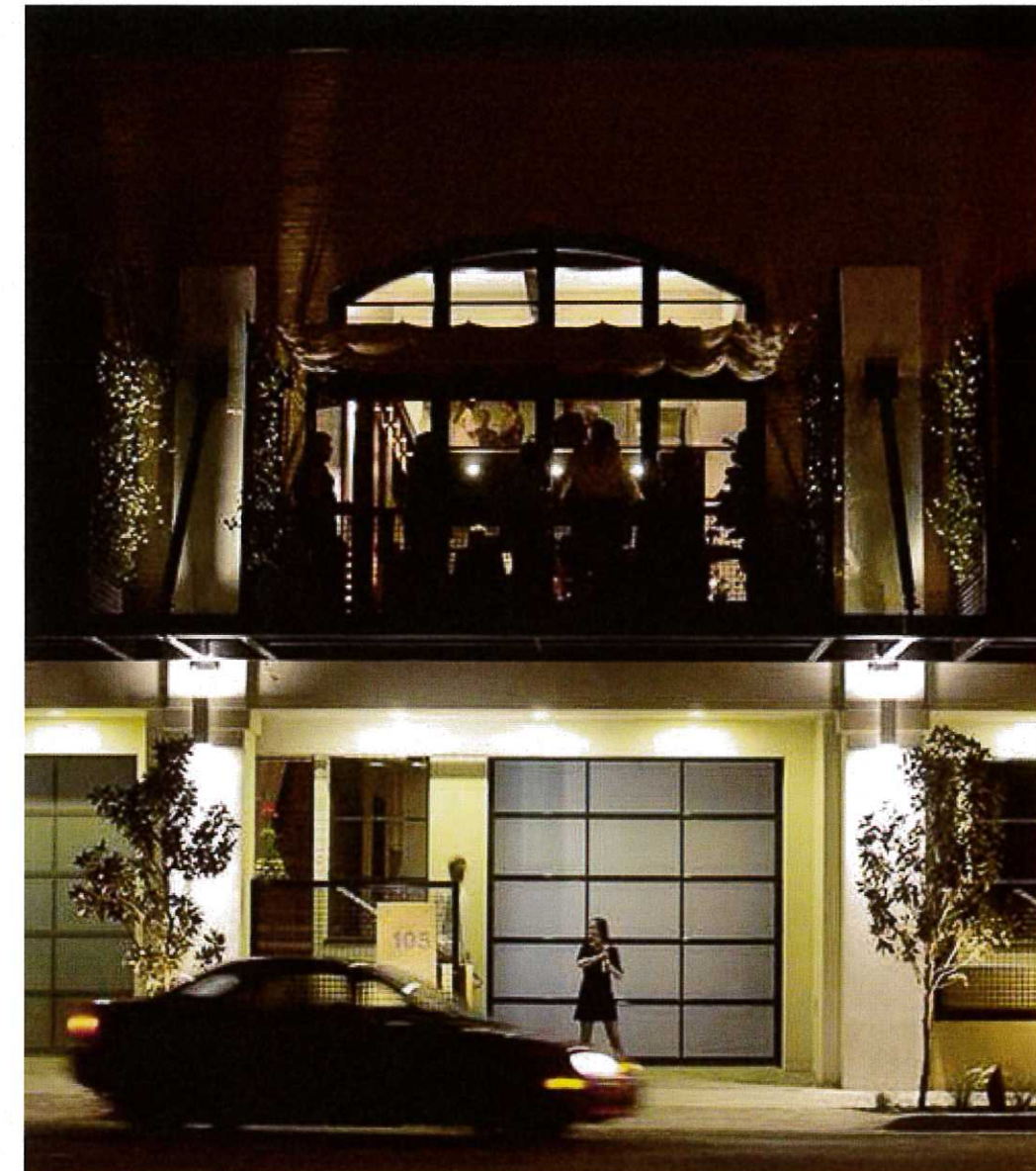
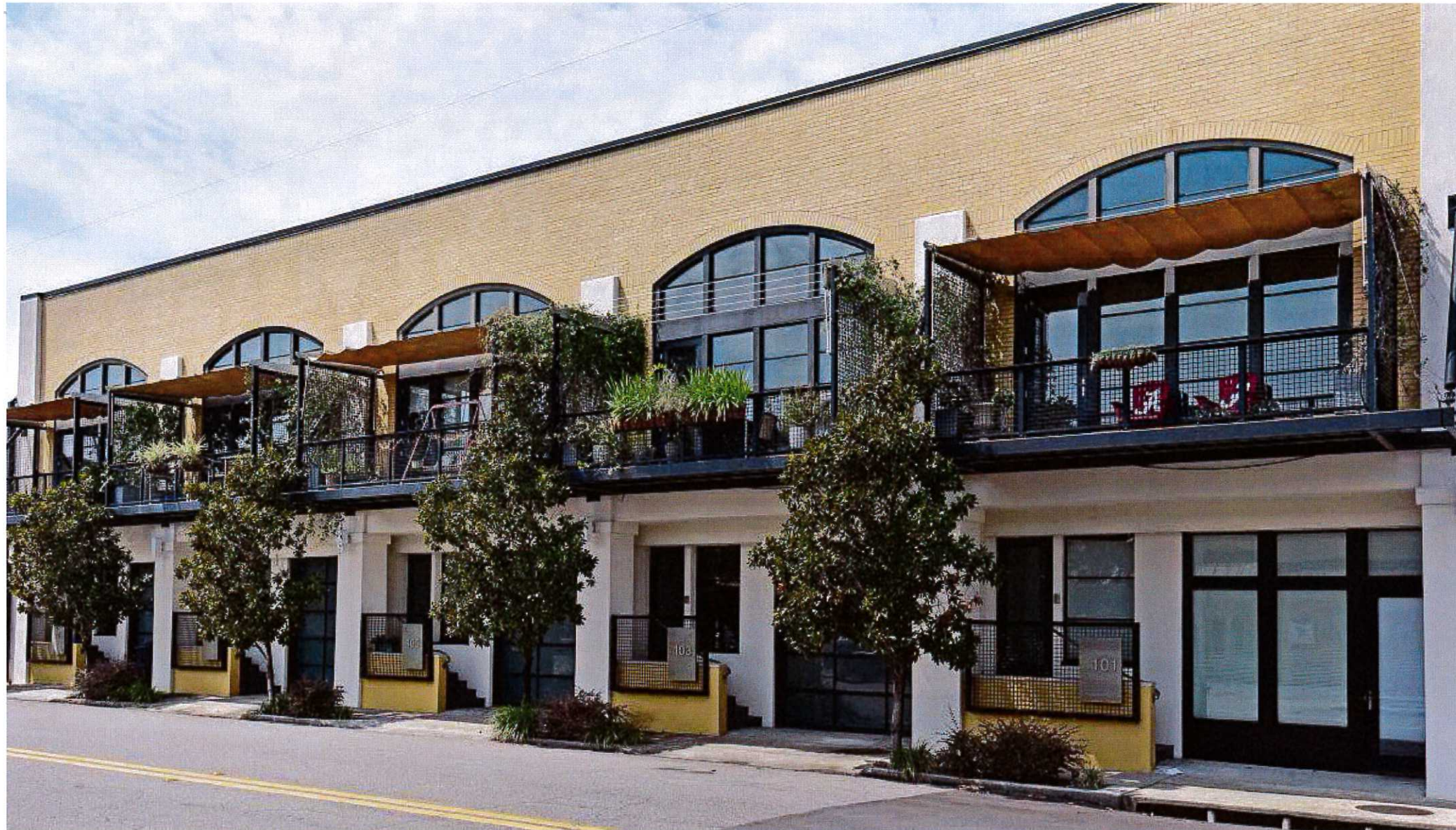
















| <i>ID</i> | <i>Status</i> | <i>Task Name</i> | <i>Duration</i> | <i>Start</i> | <i>Finish</i> |
|-----------|---------------|---|-----------------|--------------|---------------|
| 1 | | Concept Design | 30 | 6/1/2021 | 6/30/2021 |
| 2 | | CRA Review Meeting | 1 | 6/14/2021 | 6/14/2021 |
| 3 | | Schematic Design | 55 | 7/1/2021 | 8/25/2021 |
| 4 | | SD Kick-Off Meeting | | 7/1/2021 | 7/1/2021 |
| 5 | | Halstead Provide Geotech | | 7/1/2021 | 7/1/2021 |
| 6 | | Civil- Provide Flow Test | 14 | 7/1/2021 | 7/15/2021 |
| 7 | | Unit Plan Development/Layout Update | 21 | 7/1/2021 | 7/22/2021 |
| 8 | | Preliminary Fire & Building Department Review | 1 | 7/23/2021 | 7/24/2021 |
| 9 | | Design Envision Session | 1 | 7/25/2021 | 7/25/2021 |
| 10 | | Consultant SD Kick-Off Meeting | 1 | 7/26/2021 | 7/27/2021 |
| 11 | | Elevation Development and Review | 21 | 7/27/2021 | 8/16/2021 |
| 12 | | SMP- Present Project Elevations | 1 | 8/16/2021 | 8/17/2021 |
| 13 | | SMP- Develop Schematic Design Package | 14 | 8/11/2021 | 8/23/2021 |
| 14 | | Owner Approval | 1 | 8/23/2021 | 8/23/2021 |
| 15 | | 100% Schematic Design | 2 | 8/23/2021 | 8/25/2021 |
| 16 | | General Contractor Selection | 30 | 8/25/2021 | 9/19/2021 |
| 17 | | Design Development | 60 | 8/26/2021 | 10/25/2021 |
| 18 | | Consultant DD Kick-Off meeting | 1 | 8/26/2021 | 8/27/2021 |
| 19 | | SMP- Design Development Drawings | 28 | 8/27/2021 | 9/24/2021 |
| 20 | | Initial Building Code Review- City of Pensacola | 1 | 9/25/2021 | 9/25/2021 |
| 21 | | Interiors and Landscape Base Plans Due | 1 | 9/27/2021 | 9/27/2021 |
| 22 | | Parking Structure Kick-Off Meeting | 1 | 9/28/2021 | 9/28/2021 |
| 23 | | Parking Structure Foundation Design | 21 | 9/28/2021 | 10/19/2021 |
| 24 | | 100% Development Drawings | 1 | 10/24/2021 | 10/24/2021 |
| 25 | | Design Development Document Pricing | 21 | 10/25/2021 | 11/16/2021 |
| 26 | | City Of Pensacola | 130 | 7/23/2021 | 12/1/2021 |
| 27 | | Traffic Study | 14 | 7/23/2021 | 8/6/2021 |
| 28 | | Pensacola Storm Water Review | | | |
| 29 | | Pensacola LDP Review | 14 | 10/24/2021 | 11/6/2021 |
| 30 | | Construction Documents | 80 | 11/16/2021 | 2/6/2021 |

construction Permit

3





June 23, 2021

Mr. Robert Montgomery
Hawkshaw Development Group, LLC
657 E. Romana St
Pensacola FL 32502

Mr. Brian Spencer
3 E. Zaragoza Street
Pensacola, FL 32502

Re: Hawkshaw Redevelopment Project
9th Avenue and Romana Street

Dear Messrs. Montgomery and Spencer:

Thank you for your June 14th presentation to the Community Redevelopment Agency (CRA) regarding the Hawkshaw redevelopment project.

Please be reminded, that Sections 7(b) and (c) and Section 8 of the Purchase & Sale Agreement, which govern Ownership and Control of Buyer and Assignment by Buyer and Buyer's Development Team, require you to submit written notice of any proposed change in the management or voting control of the development entity (LLC) and/or team, or (any) transfer or assignment of any beneficial right, title or interest, including name and address, percentage ownership and voting rights.

Please also be reminded of your requirement under Section 11(d) of the Purchase and Sale Agreement, and your agreement at the CRA meeting on June 14, 2021, to provide a complete written copy of the updated critical path schedule for construction of the project.

**City of Pensacola
Community Redevelopment Agency**

222 W. Main Street
Pensacola, Florida 32502
(850) 436-5650

Additionally, pursuant to the Purchase and Sale Agreement, the following written documents remain to be provided to our offices:

Section 11(a)

A binding commitment for construction financing for the project issued and executed by a reliable and reputable institutional lender and accepted and executed by the developer and all guarantors named in such commitment, subject only to usual and customary conditions that are not inconsistent with the terms of the Agreement;

Section 11(b)

Evidence of the developer's ability to pay the cost of construction of the project in excess of funding to be provided pursuant to the loan commitment referenced above;

Section 11(c)

Evidence of the close of construction financing on the project.

These documents must be submitted at least 21 days prior to the CRA's regular monthly meeting for consideration of approval. The CRA's next regularly scheduled meeting for which this deadline can be met is August 9, 2021.

Thank you in advance for your reply. Should you have any questions regarding this request, please contact me at 850-436-5650 or hgibson@cityofpensacola.com. We look forward to the continued progress of this vital project.

With Regards,



M. Helen Gibson
CRA Administrator

Cc: Delarian Wiggins, Chair of the CRA
Steve Moorehead, Esq.
Susan Woolf, City Attorney
Heather Lindsay, Assistant City Attorney

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRIAN SPENCER
3 E. ZARAGOZA ST.
PENSACOLA, FL 32502



9590 9402 3441 7275 7998 84

2. Article Number (Transfer from service label)

1370 0002 2120 1234

COMPLETE THIS SECTION ON DELIVERY

A. Signature

xCH

☐ Agent

☐ Addressee

B. Received by (Printed Name)

CH 200 CH

C. Date of Delivery

6/26/21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☒ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only**

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.60

Extra Services & Fees (check box, add fees as appropriate)

☒ Return Receipt (hardcopy) \$ 2.80

☐ Return Receipt (electronic) \$ 0.00

☐ Certified Mail Restricted Delivery \$ 0.00

☐ Adult Signature Required \$ 0.00

☐ Adult Signature Restricted Delivery \$ 0.00

Postage

\$ 0.514

Total Postage and Fees

\$ 6.964

Sent To

ROBERT MONTE

Street and Apt. No., or P.O. Box No.

657 E. ROMANIA ST

City, State, ZIP+4®

PENSACOLA, FL 32502

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only**

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.60

Extra Services & Fees (check box, add fees as appropriate)

☒ Return Receipt (hardcopy) \$ 2.80

☐ Return Receipt (electronic) \$ 0.00

☐ Certified Mail Restricted Delivery \$ 0.00

☐ Adult Signature Required \$ 0.00

☐ Adult Signature Restricted Delivery \$ 0.00

Postage

\$ 0.514

Total Postage and Fees

\$ 6.964

Sent To

BRIAN SPENCER

Street and Apt. No., or P.O. Box No.

3 E. ZARAGOZA STREET

City, State, ZIP+4®

PENSACOLA, FL 32502

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7016 1370 0002 2120 1227 9102

4841 1370 0002 2120 1234 9102



June 28, 2021

Via hand-delivery and email to swoolf@cityofpensacola.com

Ms. Susan Woolf
City of Pensacola
190 W. Government Street
Pensacola, Florida 32502

Re: Hawkshaw Development Group, LLC
Our File No. RE-17-1279

Dear Susan:

We write you once again on behalf of our client, Hawkshaw Development Group, LLC (the "Developer"), regarding the Hawkshaw Project.

The purpose of this letter is to:

- (a) Respond to the CRA Chairman's letter (undated but purportedly sent in December 2019).
- (b) Address various issues raised at the June 8, 2021 meeting of the Community Redevelopment Agency.
- (c) Request to be placed on the agenda for the July 12, 2021 meeting of the CRA for the purpose of seeking approvals as specifically set forth below.

Introduction

As you know, at the June 8, 2021 meeting of the Community Redevelopment Agency, Mr. Montgomery and Mr. Spencer introduced a new concept for the Hawkshaw Project, specifically a high-density project of approximately 200 attached residences. This modification will result in a substantial increase in the number of units, a lower entry price associated with for-lease housing options, and a significant recurring increase in the ad valorem tax revenue produced by the project. It is estimated the taxes generated on an annual basis, once the proposed project is completed, will total approximately \$350,000 per year versus \$200,000 for the previously submitted project.

Response to December 2019 Letter

My client's representatives send their apologies for not responding to Chairperson Moore's letter. Both Mr. Montgomery and I are unable to recollect receiving the letter. In any event, below are the Developer's responses to each of the numbered items.

1. The Developer was unable to obtain a financing commitment for the project as previously designed and approved. The Developer represents that the June 8, 2021 concept is financeable in the current market.
2. Once a financing commitment is obtained, the Developer can satisfy the requirement of demonstrating the ability to pay the excess funding.
3. Construction financing has not been obtained nor closed to this date.
4. A copy of the proposed critical path schedule is attached. This schedule will be shifted to account for a date that the concept is approved by the CRA.
5. Design documents were provided at the June 8, 2021 CRA meeting by Mr. Spencer.
6. Management and/or voting control have not been modified. Mr. Montgomery retains voting control and remains the sole manager of the Developer. The development team includes SMP Architecture as previously approved and will include one of the general contractors submitted for approval by my letter of June 21, 2021.

Issues Raised at June 8, 2021 Meeting

1. Is the Project, as proposed at the June 8 meeting, responsive to the original Request for Proposals (the "RFP")?
 - a. Was mixed-use a requirement of the RFP? No. In the introduction of the RFP, the CRA indicated it sought "a high-density residential or mixed-use project." Nowhere did the RFP indicate that mixed-use was required.
 - b. Was "public use" a requirement of the RFP? No. The original RFP did not mention public use. The RFP provided a point system for the evaluation of proposals which is an indication of the CRA's preferences and intentions. There is no mention of public use in the evaluation.
 - c. How would the project as currently proposed score on the CRA's evaluation sheet? A copy of the Evaluation Sheet included with the RFP is attached. Four items were included for scoring, each having 20 or 30 points for a total score of 100 with a 5th item included for up to 5 bonus points for MBE or SBE participation.
 - i. One of the points evaluated was the revenues to the City and CRA in projected ad valorem taxes.

- ii. Another point for evaluation is density/maximizing number of residential units (this alone is 20% of the overall score).

The Developer believes the current proposed project would score significantly higher on the evaluation due to increases in the ad valorem revenues as well as the increase in density.

- d. Is the Developer in default of the covenants? What, if any, penalties are available to the CRA?

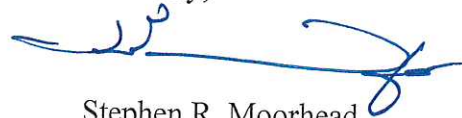
The Declaration of Conditions, Covenants, and Restrictions was modified by the Third Amendment dated August 15, 2019. This most recent version required commencement of construction by no later than September 30, 2019. The CRA confirmed by Ms. Helen Gibson's September 27, 2019 letter (copy attached) that this milestone was achieved by the commencement of underground utility work which was subsequently completed. The next milestone was to be the substantial completion of the project, which was to occur within 30 months of commencement (i.e. 30 months following September 27, 2019). Please note that this milestone, however, is subject to an extremely broad Force Majeure provision that provides specific examples such as labor and material shortages and hurricanes. Also included are any items that would result in a delay at no fault of the developer. Covid is also an event that fits within this provision as well as underground utility issues, both of which have caused months of delays. The Force Majeure clause provides a day for day extension of the deadlines for each day of delay. As a result, not only is the project not in default, the deadline for completion is many months from now.

The CRA's sole remedy is the penalty for failure to meet a development milestone, a \$2,500 penalty for each day of delay up to \$100,000. The right of re-purchase expired with project commencement.

Request for Approval of Proposed Design and Milestones

Our client respectfully requests the CRA approve the newly introduced concept and modify the development milestones through a fourth amendment to the Declaration. Our client is willing to include new development milestones that, while achievable, will be aggressive and demonstrate the developer's commitment to getting this project completed as soon as practicable.

Sincerely,



Stephen R. Moorhead

SRM/srm

cc: Robert Montgomery
Brian Spencer
Helen Gibson, Director CRA
Jared Moore, Chairperson CRA

enclosures

PROPOSED CRITICAL PATH SCHEDULE

| <i>ID</i> | <i>Status</i> | <i>Task Name</i> | <i>Duration</i> | <i>Start</i> | <i>Finish</i> |
|------------------|----------------------|---|------------------------|---------------------|----------------------|
| 1 | | Concept Design | 30 | 6/1/2021 | 6/30/2021 |
| 2 | | CRA Review Meeting | 1 | 6/14/2021 | 6/14/2021 |
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| 6 | | Civil- Provide Flow Test | 14 | 7/1/2021 | 7/15/2021 |
| 7 | | Unit Plan Development/Layout Update | 21 | 7/1/2021 | 7/22/2021 |
| 8 | | Preliminary Fire & Building Department Review | 1 | 7/23/2021 | 7/24/2021 |
| 9 | | Design Envision Session | 1 | 7/25/2021 | 7/25/2021 |
| 10 | | Consultant SD Kick-Off Meeting | 1 | 7/26/2021 | 7/27/2021 |
| 11 | | Elevation Development and Review | 21 | 7/27/2021 | 8/16/2021 |
| 12 | | SMP- Present Project Elevations | 1 | 8/16/2021 | 8/17/2021 |
| 13 | | SMP- Develop Schematic Design Package | 14 | 8/11/2021 | 8/23/2021 |
| 14 | | Owner Approval | 1 | 8/23/2021 | 8/23/2021 |
| 15 | | 100% Schematic Design | 2 | 8/23/2021 | 8/25/2021 |
| 16 | | General Contractor Selection | 30 | 8/25/2021 | 9/19/2021 |
| 17 | | Design Development | 60 | 8/26/2021 | 10/25/2021 |
| 18 | | Consultant DD Kick-Off meeting | 1 | 8/26/2021 | 8/27/2021 |
| 19 | | SMP- Design Development Drawings | 28 | 8/27/2021 | 9/24/2021 |
| 20 | | Initial Building Code Review- City of Pensacola | 1 | 9/25/2021 | 9/25/2021 |
| 21 | | Interiors and Landscape Base Plans Due | 1 | 9/27/2021 | 9/27/2021 |
| 22 | | Parking Structure Kick-Off Meeting | 1 | 9/28/2021 | 9/28/2021 |
| 23 | | Parking Structure Foundation Design | 21 | 9/28/2021 | 10/19/2021 |
| 24 | | 100% Development Drawings | 1 | 10/24/2021 | 10/24/2021 |
| 25 | | Design Development Document Pricing | 21 | 10/25/2021 | 11/16/2021 |
| 26 | | City Of Pensacola | 130 | 7/23/2021 | 12/1/2021 |
| 27 | | Traffic Study | 14 | 7/23/2021 | 8/6/2021 |
| 28 | | Pensacola Storm Water Review | | | |
| 29 | | Pensacola LDP Review | 14 | 10/24/2021 | 11/6/2021 |
| 30 | | Construction Documents | 80 | 11/16/2021 | 2/6/2022 |

| | | | | | |
|----|--|--|-----|------------|------------|
| 31 | | Consultant CD Kick-off Meeting | 1 | 11/16/2021 | 11/17/2021 |
| 32 | | Final Parking Structure Loads | 1 | 11/17/2021 | 11/18/2021 |
| 33 | | Parking Structure Permit/ Construction Documents | 30 | 11/16/2021 | 12/23/2021 |
| 34 | | 50% Construction Documents- GMP Package | 1 | 12/15/2021 | 12/15/2021 |
| 35 | | 50% Document Pricing | 35 | 12/15/2021 | 1/19/2022 |
| 36 | | MEP Unit Plan Review-Approvals | 5 | 12/15/2021 | 12/20/2022 |
| 37 | | CD Acoustic/Waterproofing/FHA Review | 20 | 12/20/2021 | 1/10/2022 |
| 38 | | SMP- Develop Construction Documents | 1 | 1/25/2022 | 1/25/2022 |
| 39 | | Owner Review | 7 | 1/25/2022 | 2/2/2022 |
| 40 | | Issue 100% Construction Documents | 4 | 2/6/2022 | 2/6/2022 |
| 41 | | Permit- City of Pensacola | | | |
| 42 | | Issue for Foundation Permit | | 1/5/2022 | 1/5/2022 |
| 43 | | Foundation Permit Review | 28 | 1/5/2022 | 2/3/2022 |
| 44 | | Foundation Permit Target Date | 1 | 2/6/2022 | 2/6/2022 |
| 45 | | Issue for Building Permit | 1 | 2/6/2022 | 2/6/2022 |
| 46 | | Building Permit Review | 40 | 2/6/2022 | 3/18/2022 |
| 47 | | Building Permit Target Date | | 3/20/2022 | 3/20/2022 |
| 48 | | Construction Timeline | 730 | 2/10/2022 | 2/1/2024 |
| 49 | | Foundation/Podium | | 2/10/2022 | 6/9/2022 |
| 50 | | Building | | 6/10/2022 | 2/1/2024 |

REQUEST FOR PROPOSALS
AUGUST 7, 2017

Hawkshaw Development Opportunity



NAIHalford

DeeDee Davis, SIOR MICP

+1 850 433 0577

ddavis@naihalford.com

850.430.1503 Direct

Tina Tortomase MICP

+1 850 433 0577

ttortomase@naihalford.com

850.430.1520 Direct

Table of Contents

Gateway Development Opportunity

- | | |
|---|----------------------------------|
| 1 | Property Details |
| 2 | Request For Proposal Information |
| 3 | About Pensacola |

1

Property Details

Historic Pensacola

Founded by Don Tristan de Luna in 1559, the Pensacola Bay Area was the first European settlement in the New World. Over the centuries, the flags of Spain, Britain, France, the Confederacy and the United States have flown over the “City of Five Flags.”

The city of Pensacola has led a strong initiative in reclaiming urban waterfront land for public use. This has resulted in a tremendous period of growth and revitalization to this historic, coastal city. Implementing a master plan of high quality, aesthetically pleasing public assets, streetscapes and infrastructure have set the tone for continued, distinctive growth.

Developing Pensacola

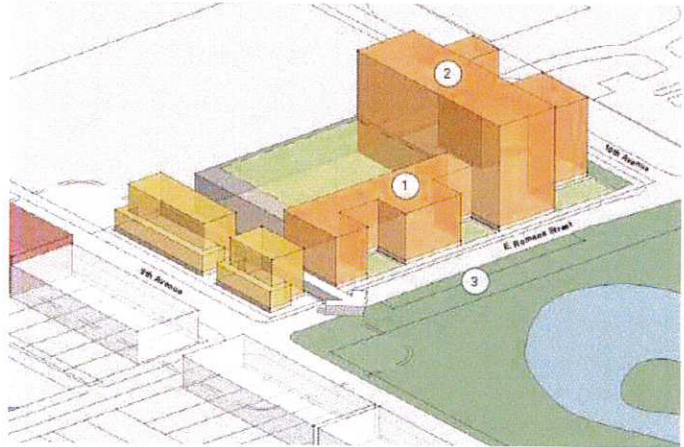
Pensacola has seen a tremendous revitalization in the past few years. Major new developments have spurred a first class wave of significant projects. Notably, the \$50M Community Maritime Park Wahoos Stadium was a major “kick start” to the revitalization movement. Also, of critical importance the relocation of the ECUA treatment plant from the downtown area, was an important impetus, for economic growth. Thoughtful, innovative planning by the City has led to upscale eateries, thriving retailers, beautifully rehabbed and repurposed historic buildings and some major new development projects.

*Signature Development Site in
Historic, Downtown Pensacola.*

Hawkshaw Offering

One of the signature development sites, Hawkshaw is seen as an important gateway into downtown with remarkable views of Pensacola Bay and within easy walking distance to the vibrant shops and restaurants along Palafox Place. Palafox Place was named one of ten great streets in America, by the American Planning Association in 2013.

Located in the downtown Business District of Pensacola, which includes typical private office buildings, government office buildings, courthouses, restaurants, shops and bars. There is also a historic district that includes a rich variety of residential and commercial buildings, along with many public parks. Most buildings have been completely renovated and serve as an additional tourist draw. Festivals are held throughout the year in this area. Historic, Downtown Pensacola is located four miles from pristine world reknowned area beaches.



*100 blk. South 9th Avenue
Pensacola, FL. 32502*

2.2 AC Level Ready Site
GRD Zoning

*Gateway Development
Opportunity*

Offered at
\$1,740,000

96,525 sf
Land Size

225 x 429 '
Parcel Dimensions

225' Frontage
9th Avenue

000S009025001005
Parcel ID

1

Property Details

Area Overview



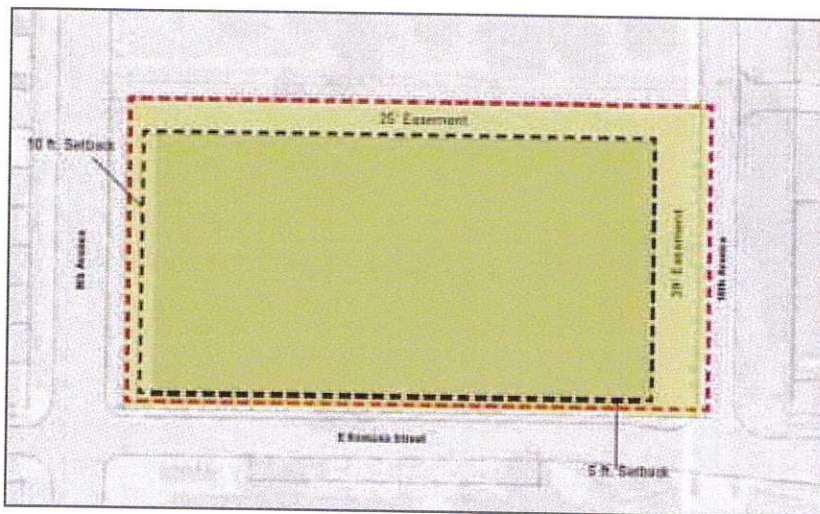
The Hawkshaw site fronts Admiral Mason Park with magnificent views to Pensacola Bay. Enjoying frontage on four streets provides for exceptional access





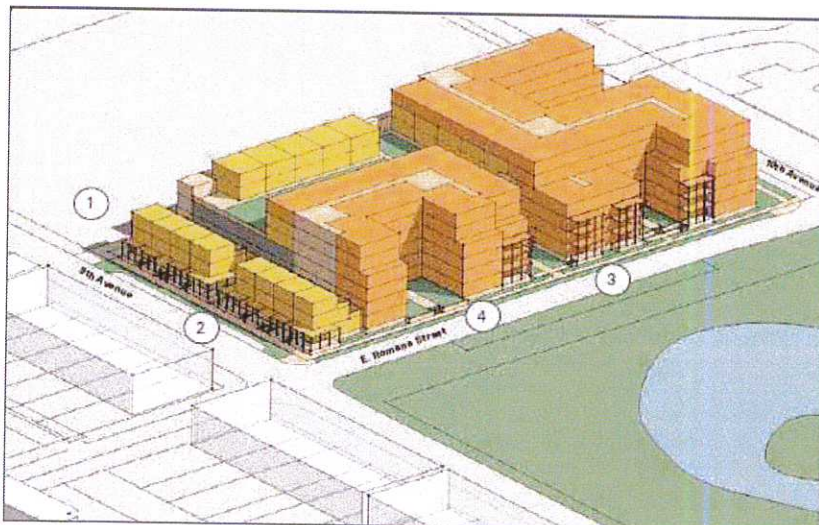
Location Map

- Net Parcel Area- (with easements and setbacks accounted for): 1.7 acres.
- FEMA has provided us with proposed new Floodplain Maps. They should be notifying us very soon of a 90 day comment period. After that, FEMA will review those comments that are received. If the new maps are adopted it should occur sometime between December 2017 and January 2018 from what I understand. The Hawkshaw property has a flood line that meanders diagonally across the property from Northwest to Southeast. Currently, the northeasterly section is in an X Zone (outside the 500 year floodplain) and the southwesterly section is in an AE 7 flood zone. Meaning that construction southwesterly of that flood zone line would have to meet the 7' flood elevation along with the City adopted 3' free-board. The finish floor elevation for the first floor would have to be at $(7' + 3')$ 10 feet. The proposed maps increases that AE 7 to an AE 9 raising the finish floor elevation for the first floor to $(9' + 3')$ 12 feet.



Setbacks

- 9th Ave- 10 feet
- East Romana Street- 5 feet
- 10th Ave- requires a building setback of 39 feet from the eastern property line.
- Easement along the northern property line requires a 25 foot setback to buildings.



Required Features

Typical articulation with balconies and porches to achieve Pensacola character and maintain 4 story read for facades along Romana Street (illustrative only)

2 Hawkshaw RFP

100 BLK. South 9th Avenue
Pensacola, FL. 32502

Hawkshaw Development Opportunity
Request for Proposal
Deadline for Submission: August 7, 2017

_____(Company) hereby expresses an interest in pursuing opportunities to develop 2.2 acres in the 100 S 9th Avenue Block of Pensacola, Florida, otherwise known as "Hawkshaw".

*** Project Overview: Shall be based on Hawkshaw Urban Design Guidelines

Please go to

<http://www.cityofpensacola.com/documentcenter/view/6626>

Proposals (3 hard copies and one electronic version) are due by 5:00 pm CST on Aug. 7, 2017.

Please return this Proposal to

NAI Halford
24 W. Chase Street
Pensacola, Florida 32502

Attention: DeeDee Davis, SIOR, MICP

Contact Information

Authorized Representative: _____

Title: _____

Date: _____

Evaluation committee will recommend one preferred proposal to CRA for consideration. The CRA reserves the right to accept or reject any or all proposals.

The vicinity of southern 9th Avenue and the subject property is envisioned to be developed as a walkable, urban mixed-use corridor. The CRA seeks a high-density residential or mixed use project. Proposers are advised to conduct necessary research, beyond review of these documents, to establish existing conditions of this property and to properly understand the requirements of its redevelopment including but not limited to the Hawkshaw Urban Design Guidelines.

No Known Environmental Conditions

The CRA is not aware of unusual existing regulated environmental conditions that could render development of this site infeasible. A reasonable due-diligence period will be in effect between selection of the successful proposer and contract closing.

Note: 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 or the Community Redevelopment Agency, 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 Community Redevelopment Agency Board or any member of a selection/evaluation committee for RFPs, whether in person, by mail, or by electronic communications until such time as the CRA has completed all action with respect to the solicitation.

Additionally, any material submitted in response to the RFP will become a public document pursuant to Florida Statute 119.07. All proposal forms must be submitted in a sealed envelope and be signed by an authorized representative of the Proposer.

RFP Submittal

Please Submit the Following

Project Team/Experience/Credentials

1. Identity of Proposer, including the development team's organizational structure, and the names, affiliation and addresses of principals, including any and all general partners, stockholders owning 5% or more of the stock, and all officers.
2. Development team's professional qualifications and experience in types of uses proposed. Proposers shall demonstrate experience and ability to successfully complete a project of this general scope in a reasonable period of time, understanding that a phased implementation may be necessary.

Project Outline

1. A written description of the use of the site, including as applicable:
Building use(s), including overall dimensions
Residential price point(s), density and manner of sale/lease
Parking configuration and counts
Conceptual storm water facility configuration
Public amenities provided, if any

Landscaping Concept

2. Conceptual drawings of the proposed project, including conceptual site development plan, building elevations, and conceptual perspective rendering sufficient to reasonably represent the overall massing and architectural character and materials of the proposed project. Selected proposer must obtain CRA review and approval of final architectural design.
3. Offering price for the fee simple purchase of the property. It is understood that because this project will involve a public /private partnership, price is negotiable.

Completion Schedule

1. Project development schedule, including all milestones during planning and design, the construction period and commencement of operations.
2. Identify any special or unusual requirements for the sale of the subject land.
3. Identify any foreseeable variances to applicable regulations that may be requested during development of the proposed project.

RFP Submittal cont.

Project Financing and Economics

1. Provide complete and substantiated evidence of Proposer's financial capacity to undertake all aspects of the project, including letters from reputable financial institutions documenting the Proposer's ability to finance all aspects of the project.
2. The nature of private financing or commitment
3. Revenues to the City of Pensacola and Community Redevelopment Agency

Written proposals shall be reviewed and ranked by an Evaluation Committee approved by the CRA. The committee shall be comprised of professionals from the fields of financial services, real estate, and/or land development. At the discretion of the Evaluation Committee, respondents may be asked to provide oral presentations to the Committee.

Other General Conditions

1. The Evaluation Committee reserves the right to request any additional information if needed, from any or all proposers.
2. In the event it becomes necessary for the CRA to revise any part of this proposal subsequent to the advertisement of the RFP, revisions will be provided in the form of an addendum.
3. All proposals are subject to all applicable laws and regulations governing the use and development of land.
4. No Proposer shall assign its proposal or any rights or obligations thereunder without the written consent of the CRA.
5. The Proposer has carefully read the provisions, terms and conditions of the proposal document and does hereby agree to be bound thereby.

Timeline for Hawkshaw Decision

| | |
|--------------------------|--|
| August 7, 2017 | Deadline for Proposals |
| August 10, 2017 | Presentations to Committee Recommended Committee: DeeDee Davis Christian Wagley Andy Terhaar |
| August 21, 2017 | Oral Presentation (tentative) |
| September Meeting of CRA | Presentation of Preferred Proposal (tentative) |

****DATES ARE SUBJECT TO CHANGE**

Hawkshaw Evaluation

Development Opportunity at Corner of 9th Avenue and East Romana Street
Hawkshaw

Evaluation Sheet

Name of Firm: _____

Reviewer: _____

| | Points Available | Points Given |
|---|---------------------|-----------------|
| 1. Financial Viability | 0-30 | |
| a) Nature of private financing interest | | |
| b) Experience and qualifications of development and management team | | |
| c) Revenues to the City and CRA from sale | | |
| d) Revenues to City and CRA in projected Ad Valorem taxes | | |
| e) Demonstrated ability to commence, perform and complete construction activities as scheduled | | |
| 2. Anticipated Benefits to Community | 0-20 | |
| a) Enhance surrounding land uses/neighborhood characteristics | | |
| b) Promote Downtown Pensacola as vital/creative place to live, work, play | | |
| 3. Compatibility of Architectural Quality and Character to Hawkshaw Urban Design Guidelines | 0-30 | |
| a) Site development pattern | | |
| b) Use of appropriate and compatible materials and details | | |
| c) Appropriateness of building height/mass | | |
| 4. Density/Maximizing number of residential units | 0-20 | |
| 5. SBE or MBE firm participation | 0-5 (bonus) | |





Google earth

DeeDee Davis, SIOR, MICP

Broker

Specialties

Office Buildings, Retail Stores, Development Projects

Scope of Service

Sales and Leasing of commercial office, retail, investment, industrial and development properties.

Professional Affiliations and Designations

Society of Industrial and Office Realtors (SIOR)

NAIOP

Chairman, Board of Directors Council on Aging

Member, Past President, The Aragon Group

Chairman, Pensacola Redistricting Commission

Pensacola Association Realtors

National Association of Realtors

Florida Association of Realtors

Master in Commercial Properties

Tina Tortomase, MICP

Sales Agent

Specialties

Office/ Retail Specialist

Scope of Service

Sales and Leasing of commercial office and retail properties.

Professional Affiliations

Chamber

Rotarian

NAIOP

Master in Commercial Properties



DeeDee Davis, SIOR, MICP

Broker

d: 850 430 1503

ddavis@naihalford.com



Tina Tortomase, MICP

Sales Agent/ Property Manager

d: 850 430 1520

ttortomase@naihalford.com

Committed to Northwest Florida. Connected to the World.

Established in 1983, NAI Halford, formerly The Halford Company was founded upon principles which served to set it apart then and continue to contribute in maintaining its preeminent position in Northwest Florida's Commercial Real Estate and Investment sector today.

Why NAI Halford?

The benefit of a managed network is a marriage of the best in class of the local offices and businesses that are entrepreneurial in spirit and innovative on behalf of our client. Whether developing a large scale project or finding the right office at the right price for a small business, our Realtors are committed to providing quality professional service. From commercial sales to property management, leasing and tenant representation, no other real estate company in this area has the scope of services and the depth of experience offered by NAI Halford.

As the real estate market becomes increasingly more complex, the ability to be versatile gains importance. NAI Halford has developed a well-earned reputation for finding solutions for a variety of business needs. We have focused our growth and expansion on becoming an agency with an established network of specialists that help us to provide a wide assortment of quality services.

Connectivity

NAI Halford is northwest Florida's affiliate of NAI Global, a managed network of commercial real estate offices with 7,000 agents operating 400 offices in 55 countries worldwide. NAI Halford combines the power and expertise of NAI Global with the advantage of strong, long standing relationships in northwest Florida, securing our role as one of the most well respected full-service real estate organizations in the area.

Our clients come to us for our deep local knowledge. They build their businesses on the power of our managed global network.



NAI Halford
24 West Chase Street | Suite 100
Pensacola, FL 32502 | USA
+1 850 433 0577 | www.naihalford.com



COMMUNITY REDEVELOPMENT AGENCY

May 12, 2021

Mr. Robert Montgomery
Hawkshaw Development Group, LLC
657 E. Romana St
Pensacola FL 32502

Re: Hawkshaw Redevelopment Project

Dear Mr. Montgomery:

By action at its May 10th meeting, the City of Pensacola Community Redevelopment Agency (CRA) requests that Hawkshaw Development Group LLC provide an in-person presentation, together with written documentation, of diligent and continuous prosecution of construction of the Hawkshaw project at 9th Avenue and Romana St. The CRA requests you attend its next regular meeting on Monday, June 8, 2021 in the Hagler Mason Conference Room, 2nd Floor, City Hall. The meeting will begin immediately following the 3:30 p. m. City Council Agenda Conference.

The Purchase and Sale Agreement (Agreement) dated November 14, 2017 and the Third Amended Declaration of Conditions, Covenants, and Restrictions dated February 21, 2018 addresses specific performance criteria for Hawkshaw Development Group. The covenants governing development of the property call for diligent and continuous prosecution of construction and describe on site construction as grading, lot excavation and other site work pursuant to a construction contract between owner and a contractor physically conducted on the property after the issuance of the required land disturbance permit.

Additionally, pursuant to these agreements, the CRA asks that the items enumerated below documenting completion of the development milestones and previously requested for submission by February 10, 2020, in the December 2019 letter from the CRA Chairman, but not provided to date, be provided at this time.

1. A binding commitment for construction financing for the project issued and executed by a reliable and reputable institutional lender and accepted and executed by the developer and all guarantors named in such commitment, subject only to usual and customary conditions that are not inconsistent with the terms of the Agreement; and
2. Evidence of the developer's ability to pay the cost of construction of the project in excess of funding to be provided pursuant to the loan commitment referenced above; and
3. Evidence of the close of construction financing on the project; and
4. A copy of the final critical path schedule for construction of the project; and
5. Copies of the design documents for the project; and
6. Written notice of any proposed change in the management or voting control of the development entity (LLC) and/or team.

Should you have any questions regarding this request, please contact the CRA Administrator, Helen Gibson, at 850-436-5650. Thank you in advance for your reply. We look forward to the continued progress of this vital project.

With Regards,

Delarian Wiggins

Delarian Wiggins
CRA Chairperson

Cc: Steve Moorehead
Susan Woolf
William Wells

Enclosure: (1)

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY | | |
|---|---|---|--|
| <ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. | <p>A. Signature <div style="font-size: 2em; font-family: cursive;">XCH</div> <div style="text-align: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Address</div> </p> <p>B. Received by (Printed Name) C. Date of Delivery <div style="font-size: 1.5em; font-family: cursive;">CH Z2S CIA</div> <div style="text-align: right; font-size: 1.5em; font-family: cursive;">5/14/21</div> </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: </p> | | |
| <p>1. Article Addressed to: <div style="font-size: 1.5em; font-family: cursive;">Robert Montague 657 E. ROMANIA STREET PENSACOLA, FL 32502</div> </p> | <p>3. Service Type</p> <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top;"> <input checked="" type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Mail Restricted Delivery (30) </td> <td style="vertical-align: top;"> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation® <input type="checkbox"/> Signature Confirmation Restricted Delivery </td> </tr> </table> | <input checked="" type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Mail Restricted Delivery (30) | <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation® <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input checked="" type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Mail Restricted Delivery (30) | <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation® <input type="checkbox"/> Signature Confirmation Restricted Delivery | | |
| <p>2. Article Number (Transfer from service label) <div style="font-size: 1.2em; font-family: cursive;">7019 0700 0000 2069 9116</div> </p> | <p style="text-align: center;">9590 9402 6007 0069 1133 86</p> | | |
| | | | |
| <p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p> | | | |



COMMUNITY REDEVELOPMENT AGENCY

Mr. Robert Montgomery
Hawkshaw Development Group, LLC
657 E. Romana St
Pensacola FL 32502

Re: Hawkshaw Redevelopment Project

Dear Mr. Montgomery:

The Purchase and Sale Agreement (Agreement) dated November 14, 2017 for the property at 9th Avenue and Romana St requires that you, as the developer, report certain information to the Community Redevelopment Agency (CRA) documenting the development's milestones. At its December meeting, the CRA deemed it appropriate to request the following documentation pursuant to the agreement:

1. A binding commitment for construction financing for the project issued and executed by a reliable and reputable institutional lender and accepted and executed by the developer and all guarantors named in such commitment, subject only to usual and customary conditions that are not inconsistent with the terms of the Agreement; and
2. Evidence of the developer's ability to pay the cost of construction of the project in excess of funding to be provided pursuant to the loan commitment referenced above; and
3. Evidence of the close of construction financing on the project; and
4. A copy of the final critical path schedule for construction of the project; and
5. Copies of the design documents for the project; and
6. Written notice of any proposed change in the management or voting control of the development entity (LLC) and/or team.

The CRA requests that this information be provided by noon on Monday, February 10, 2020. Should you have any questions regarding this request, please contact the CRA Administrator, Helen Gibson, at 850-436-5650. Thank you in advance for your reply. We look forward to the continued progress of this vital project.

With Regards,



Jared Moore
CRA Chairperson

Cc: Steve Moorehead
Susan Woolf
William Wells



COMMUNITY REDEVELOPMENT AGENCY

May 24, 2021

Mr. Robert Montgomery
Hawkshaw Development Group, LLC
657 E. Romana St
Pensacola FL 32502

Re: Hawkshaw Redevelopment Project- Revised Meeting Date

Dear Mr. Montgomery:

By action at its May 10th meeting, the City of Pensacola Community Redevelopment Agency (CRA) requests that Hawkshaw Development Group LLC provide an in-person presentation, together with written documentation, of diligent and continuous prosecution of construction of the Hawkshaw project at 9th Avenue and Romana St. The CRA requests you attend its next regular meeting. **Please note the revised date is Monday, June 14, 2021** in the Hagler Mason Conference Room, 2nd Floor, City Hall. The meeting will begin immediately following the City Council Agenda Conference.

The Purchase and Sale Agreement (Agreement) dated November 14, 2017 and the Third Amended Declaration of Conditions, Covenants, and Restrictions dated February 21, 2018 addresses specific performance criteria for Hawkshaw Development Group. The covenants governing development of the property call for diligent and continuous prosecution of construction and describe on site construction as grading, lot excavation and other site work pursuant to a construction contract between owner and a contractor physically conducted on the property after the issuance of the required land disturbance permit.

Additionally, pursuant to these agreements, the CRA asks that the items enumerated below documenting completion of the development milestones and previously requested for submission by February 10, 2020, in the December 2019 letter from the CRA Chairman, but not provided to date, be provided at this time.

1. A binding commitment for construction financing for the project issued and executed by a reliable and reputable institutional lender and accepted and executed by the developer and all guarantors named in such commitment, subject only to usual and customary conditions that are not inconsistent with the terms of the Agreement; and
2. Evidence of the developer's ability to pay the cost of construction of the project in excess of funding to be provided pursuant to the loan commitment referenced above; and
3. Evidence of the close of construction financing on the project; and
4. A copy of the final critical path schedule for construction of the project; and
5. Copies of the design documents for the project; and
6. Written notice of any proposed change in the management or voting control of the development entity (LLC) and/or team.

Should you have any questions regarding this request, please contact the CRA Administrator, Helen Gibson, at 850-436-5650. Thank you in advance for your reply. We look forward to the continued progress of this vital project.

With Regards,

Delarian Wiggins

Delarian Wiggins
CRA/Chairperson

Cc: Steve Moorehead
Susan Woolf
William Wells

| SENDER: COMPLETE THIS SECTION | | COMPLETE THIS SECTION ON DELIVERY | |
|---|--|--|--|
| <p>■ Complete Items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> | | <p>A. Signature X CE</p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Address</p> | |
| <p>1. Article Addressed to: Robert Montgomery 657 E. ROMANA STREET PENSACOLA, FL 32504</p> | | <p>B. Received by (Printed Name): CE 2/16/19</p> <p>C. Date of Delivery: 5/2/12</p> | |
| <p>2. Article Number (Transfer from service label) 119 0700 0000 2069 9130</p> | | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p> | |
| <p>3. Service Type: <input checked="" type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) </p> | | <p> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery </p> | |
| <p>9590 9402 6007 0069 1133 62</p> | | <p>Domestic Ret 106</p> | |

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this 14th day of NOVEMBER, 2017 by and between **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA**, a public body, corporate and politic, of the State of Florida ("Seller"), and **ROBERT MONTGOMERY, LLC**, a Florida limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of those certain parcels of land in Escambia County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Seller issued the "Hawkshaw Development Opportunity" Request for Proposals attached hereto as Exhibit "B" and incorporated herein by reference (the "RFP");

WHEREAS, in response to the RFP, Buyer submitted the "Hawkshaw Proposal" dated August 7, 2017 attached hereto as Exhibit "C" and incorporated herein by reference (the "Buyer's Proposal"), which proposal was selected by Seller;

WHEREAS, this Agreement is entered into pursuant to the RFP and the Buyer's Proposal; and

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon the terms and subject to the conditions set forth in 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:

1. Sale and Purchase. Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller, upon the terms and subject to the conditions set forth in this Agreement.

2. Purchase Price. The purchase price of the Property shall be ONE MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,600,000.00) (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) The Purchase Price less the Deposit (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 Seller or, at Seller's election in its sole discretion, by wire transfer.

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

4. Inspection Period. Buyer 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 seventy-five (75) days (the "Inspection Period") to enter upon, inspect and investigate the Property to determine whether or not the same is satisfactory to Buyer. If Buyer shall be dissatisfied with the Property, Buyer shall be entitled, as its sole remedy, to terminate this Agreement by giving written notice to Seller on or before the expiration of the Inspection Period, whereupon this Agreement shall terminate, the Deposit shall be promptly returned to Buyer and the parties shall be released and relieved from further liability hereunder.

5. Entry and Inspection. During the Inspection Period, Seller shall make the Property available for inspection by Buyer during daylight hours and upon reasonable notice. During the Inspection Period, Buyer may, at Buyer's sole risk and expense, undertake a complete physical inspection of the Property as Buyer deems appropriate, including but not limited to soil tests and environmental audits; provided, however, that any such inspection does not cause any permanent damage to the Property. All such inspections, investigations and examinations shall be undertaken at Buyer's sole cost and expense. Buyer will coordinate all on-site inspections with Seller. After completing any inspections, Buyer shall restore and repair any damage caused by Buyer's inspections. Buyer hereby agrees to indemnify and hold Seller harmless from any and all damages or claims brought against Seller in connection with Buyer's inspections, investigations or examinations on the Property.

6. 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 Inspection Period, or such earlier date and time as the parties may mutually agree (the "Closing Date").

7. Ownership and Control of Buyer; Assignment by Buyer.

- (a) Buyer acknowledges and agrees that the identities of the persons who manage and control the Buyer are a material inducement for Seller to enter into this Agreement and to consummate the transactions contemplated by this Agreement. Buyer hereby represents and warrants to Seller that the

following persons are all of the members and managers of Buyer and that the percentage ownership and voting control of each such person is as indicated below:

- (i) Members: Robert Montgomery currently owns 100% of the membership interests in Buyer and holds 100% of the voting control of Buyer.
 - (ii) Managers: Robert Montgomery is the sole Manager of Buyer.
- (b) Not less than twenty one (21) days prior to a regularly scheduled meeting of Seller, Buyer shall give Seller written notice of any proposed change in the management or voting control of Buyer. Such notice shall state the names and addresses of all proposed new managers and, in the event of a proposed change in voting control, the names and addresses of the person or persons who will have voting control of Buyer as a result of such change, and their respective percentage ownership and voting rights and shall include such other information as Seller may reasonably request. Buyer shall not make, suffer or permit any change in the management or voting control of Buyer without the prior written approval of Seller, which approval shall not be unreasonably withheld, conditioned or delayed. Unless Seller disapproves the requested change at the next regularly scheduled meeting of Seller that is more than twenty one (21) days after Buyer gives Seller the written notice required by this paragraph, the requested change shall be deemed approved.
- (c) Further, not less than twenty one (21) days prior to a regularly scheduled meeting of Seller, Buyer shall give Seller written notice of any proposed transfer or assignment by Buyer of 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. Such notice shall state the names and addresses of the proposed assignee and all principals, managers, officers and directors, as applicable, and those shareholders or members, as applicable, having voting control of the proposed assignee, and shall include such other information as Seller may reasonably request. Buyer 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 Seller, which approval may be given or withheld in Seller's sole and absolute discretion. Unless Seller disapproves the requested transfer or assignment at the next regularly scheduled meeting of Seller that is more than twenty one (21) days after Buyer gives Seller the written notice required by this paragraph, the requested transfer or assignment shall be deemed approved. Notwithstanding the foregoing, Buyer shall have the

absolute right to assign this Agreement to an entity where such entity has the same management and voting control as Buyer, which shall include modifications in management and/or voting control that have been approved by Seller pursuant to Section 7(b), above.

8. Buyer's Development Team. Buyer acknowledges and agrees that the members of Buyer's development team for the Project are a material inducement for Seller to enter into this Agreement and to consummate the transactions contemplated by this Agreement. Buyer hereby represents and warrants to Seller that Caldwell Associates Architects, Inc. will be the architect of record for the Project and that Morette Company will be the general contractor for the Project. Not less than twenty one (21) days prior to a regularly scheduled meeting of Seller, Buyer shall give Seller written notice of any proposed change in such architect of record or general contractor, together with such information as Seller may reasonably request. Buyer shall not change such architect of record or contractor without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed. Unless Seller disapproves the requested change at the next regularly scheduled meeting of Seller that is more than twenty one (21) days after Buyer gives Seller the written notice required by this Section, the requested change shall be deemed approved.

9. Project. Buyer shall construct on the Property the Project described in this Section. At Buyer's option, the Project may be constructed in two phases.

- (a) Phase I of the Project shall consist of a 3-story mixed-use commercial and multi-family residential building placed on the southwest corner of the Property with frontage directly on 9th Avenue and Romana Street. The Phase I building shall be elevated to meet current and anticipated revised minimum flood elevations and to help create a "four-story read" along the streets. The first floor of the Phase I building shall consist of (1) restaurant and (2) retail and/or office space. Wine World shall occupy restaurant and/or retail space in the Phase I building. The second and third floors of the Phase I building shall consist of condominium units. Phase I of the Project shall also include a paved surface parking lot on a portion of the Property behind the Phase II building site with access from Colfax Street and/or 10th Avenue, which shall include sufficient parking spaces to satisfy, at a minimum, applicable building code, zoning and land use regulations.
- (b) Phase II of the Project shall consist of a 3-story residential building placed on the southerly portion of the Property with frontage directly on Romana Street. Phase II shall consist of residential condominium units. Phase II of the Project shall also include 32 covered parking spaces under the Phase II building and the completion of the Phase I paved surface parking lot, which shall include sufficient parking spaces to satisfy, at a minimum, applicable building code, zoning and land use requirements.

- (c) The Project buildings and structures shall contain approximately 102,000 conditioned gross square feet and approximately 142,000 total gross square feet including all conditioned square feet, parking under podium, elevated promenade, exterior corridors and balconies. The outward appearance of the buildings shall be substantially in accordance with the renderings contained in the Proposal.
- (d) Landscaping shall include traditional streetscapes along 9th Avenue and Romana Street, unique urban gardens fronting Admiral Mason Park, a mix of planted in-ground materials and materials set in architectural features such as planters, seating and other urban elements.
- (e) It is the Buyer's intent to develop the Project in substantial conformity with, to the extent practicable, the Buyer's Proposal including containing the configuration, types of materials and intended uses set forth in the Buyer's Proposal. To that end, Buyer intends to develop 39 residential units, 12 in Phase I and 27 in Phase II. Buyer covenants to construct no less than 33 residential units.
- (f) No material deviation shall be made from any of the foregoing requirements of paragraphs (a) through (e), hereinabove, except with the prior written consent of Seller in its sole and absolute discretion.
- (g) The provisions of this Section 9 shall be included in the special warranty deed conveying the Property to Buyer as covenants, conditions and restrictions that run with the land and shall be binding upon and against Buyer and all persons claiming any estate, lien or interest in the Property by, through or under Buyer.

10. Development Milestones.

- (a) Prior to the expiration of the Inspection Period, Buyer shall:
 - (i) Complete the programming and schematic design phases of the design of the Project and provide to Seller copies of the design documents through the schematic design phase, including without limitation an estimated construction schedule; and
 - (ii) Submit Buyer's design documents to the Gateway Review Board, together with such other documentation and information as may be required in order to obtain Gateway Review Board approval of the Project.
- (b) No later than one (1) year after the Closing, Buyer shall commence on-site construction of Phase I of the Project and shall certify in writing to Seller that on-site construction of Phase I of the improvements has commenced.

Thereafter, Buyer shall diligently and continuously prosecute such construction to completion.

- (c) No later than eighteen (18) months after the earlier of (i) commencing construction of Phase I or (ii) the deadline under paragraph (b) above, Buyer shall achieve substantial completion of Phase I ("substantial completion" of Phase I being defined as the date that a certificate of occupancy for Phase I is issued by the City of Pensacola).
- (d) No later than one (1) year after the earlier of (i) substantial completion of Phase I or (ii) the deadline under paragraph (c) above, Buyer shall commence on-site construction of Phase II of the Project and shall thereafter diligently and continuously prosecute such construction to completion.
- (e) No later than eighteen (18) months after the earlier of (i) commencing construction of Phase II or (ii) the deadline under paragraph (d) above, Buyer shall achieve substantial completion of Phase II of the Project ("substantial completion" of Phase II being defined as the date that a certificate of occupancy for Phase II is issued by the City of Pensacola).
- (f) If Buyer fails to comply with any of the requirements of paragraph (a) above, or if any of the documentation or information provided by Buyer pursuant to paragraph (a) above does not comply with the requirements of this Agreement, Seller, at its election and in its sole discretion, may terminate this Agreement by giving Buyer written notice of termination prior to the expiration of the Inspection Period (and the Closing Date shall be extended accordingly), and promptly after the giving of such notice by Seller, the Deposit shall be returned to Buyer and neither party shall have any further liability to the other under this Agreement.
- (g) Provided Buyer has not closed its construction financing for Phase I of the Project, if Buyer fails to meet the deadline required by paragraph (b) above, then Seller, at its election and in its sole discretion, shall have a one hundred eighty (180) day right to repurchase the Property, commencing from the date of the applicable deadline. Seller shall provide written notice to Buyer of Seller's election to exercise its repurchase right within sixty (60) days after the date of the applicable deadline. If Seller elects to exercise this right to repurchase the Property, Seller will pay Buyer an amount equal to the Purchase Price and thereupon Buyer shall re-convey the Property to Seller by special warranty deed. Notwithstanding the foregoing, in the event that Seller does not give Buyer written notice of its election to exercise its repurchase rights under this paragraph prior to the closing of Buyer's construction loan financing for Phase I of the Project, Seller's repurchase rights under this paragraph shall be deemed

extinguished, released, void and of no further force and effect without necessity for any further action of Seller or Buyer, and, at Buyer's request, Seller shall enter into, grant, and deliver any instrument that Buyer, or any title insurance company insuring the Property, reasonably deems necessary to clear the title to the Property from repurchase rights thereby making title to the Property marketable without further rights reserved herein. The rights herein are for the benefit of Seller and shall be enforceable by Seller, and no other.

- (h) Any of the deadlines set forth in paragraphs (b) through (e) above shall be extended day-for-day if Buyer is unable to achieve such deadline by reason of delays caused by a Force Majeure Event (hereinafter defined); provided that prior to the applicable deadline, Buyer shall give Seller written notice of the occurrence of the Force Majeure Event, including the full particulars of the Force Majeure Event and the reasons for the Force Majeure Event preventing Buyer from, or delaying Buyer in, achieving the applicable deadline and provided, further, that Buyer shall use its reasonable efforts to mitigate the effect of the Force Majeure Event. "Force Majeure Event" is defined as an event or circumstance which is beyond the control and without the fault or negligence of Buyer or Buyer's architects, engineers or contractors and which by the exercise of reasonable diligence the party affected was unable to prevent, which events and circumstances shall include, without limitation, the following:
 - (a) financial upheaval, riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
 - (b) abnormal weather conditions, earthquakes, flood, tornado, hurricane, other physical natural disaster or other acts of God; and
 - (c) labor or material shortages at regional or national levels, strikes at a national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by Buyer, its architects, engineers or general contractors and which affect an essential portion of the development or construction of the Project.
- (i) Any of the deadlines set forth in paragraphs (b) through (e) above shall be extended day-for-day during the period pending approval of the changes set forth in Sections 7(b), 7(c), and 8 above, from the date the Buyer provides notice to Seller of a change pursuant to Sections 7(b), 7(c), and 8 above, until Seller notifies Buyer of its decision regarding approval of such changes.
- (j) If Buyer fails to meet any of the deadlines required by paragraphs (b) through (e) above, Buyer shall pay Seller liquidated damages in the amount of \$2,500.00 per day for each day elapsing after the missed

deadline until the missed deadline is achieved up to a total sum of \$100,000.00.

- (k) The provisions of this Section 10 shall be included in the special warranty deed conveying the Property to Buyer as covenants, conditions and restrictions that run with the land and shall be binding upon and against Buyer and all persons claiming any estate, lien or interest in the Property by, through or under Buyer. Notwithstanding the foregoing, any covenants, conditions or restrictions shall be deemed extinguished, released, void and of no further effect as to condominium unit purchasers and their mortgagees.

11. Reporting Milestones. Buyer shall provide to Seller the indicated information as and when available consistent with the Development Milestones in Section 10 above:

- (a) A binding loan commitment for construction financing for Phase I of the Project issued and executed by a reliable and reputable institutional lender and accepted and executed by Buyer and all guarantors named in such commitment, and subject only to usual and customary conditions (other than the creditworthiness of the borrower and guarantors) that are not inconsistent with the terms of this Agreement.
- (b) Evidence of Buyer's ability to pay the cost of construction of Phase I of the Project in excess of funding to be provided pursuant to the loan commitment referenced above.
- (c) Evidence of the close of construction financing of Phase I of the Project.
- (d) A copy of the final critical path schedule for construction of Phase I of the Project.
- (e) Complete copies of Buyer's applications for all building and other permits required for the construction of Phase I of the Project.
- (f) Copies of the design documents for Phase II of the Project through the design development phase.
- (g) A binding loan commitment for construction financing for Phase II of the Project issued and executed by a reliable and reputable institutional lender and accepted and executed by Buyer and all guarantors named in such commitment, and subject only to usual and customary conditions (other than the creditworthiness of the borrower and guarantors) that are not inconsistent with the terms of this Agreement.

- (h) Evidence of Buyer's ability to pay the cost of construction of Phase II of the Project in excess of funding to be provided pursuant to the loan commitment referenced in paragraph (g) above.
- (i) A copy of the 100% complete construction and civil engineering documents, plans and specifications for Phase II of the Project.
- (j) A copy of the critical path schedule for construction of Phase II of the Project.
- (k) Complete copies of Buyer's applications for all building and other permits required for the construction of Phase II of the Project.
- (l) Certification in writing to Seller that on-site construction of the Phase II improvements has commenced.

The reporting requirements set forth in this Section 11 are intended to demonstrate that the Buyer is diligently pursuing the completion of the Project in accordance with the Development Milestones in Section 10 above, subject to delays caused by a Force Majeure Event (hereinafter defined).

12. Closing Costs. Seller 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; (ii) Seller's attorneys' fees; and (iii) the brokerage commission due NAI Halford. Buyer 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 Property, if desired by Buyer; (iv) the Clerk of Court's fees for recording the deed of conveyance; (v) Buyer's attorneys' fees; and (vi) the costs associated with any financing obtained by Buyer.

13. Title.

- (a) At the Closing, Seller shall convey to Buyer, by special warranty deed, good and marketable fee simple title to the Property 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 Property 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 Property, including without limitation Colfax Drive which is or may be a private easement and/or owned in whole or in part by a third party;
 - (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 Property;
 - (vi) All exceptions listed in the Title Commitment issued pursuant to paragraph (b) below;
 - (vii) Reservation by Seller, 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 Property, and an undivided one-half interest in all the petroleum that is or may be in, on, or under the Property without any right of entry to mine, explore or develop for same;
 - (viii) The covenants, conditions and restrictions to be included in the deed pursuant to Sections 9 and 10 above.
- (b) Promptly after the Effective Date, Buyer 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 Buyer an Owner's ALTA Form B title insurance policy in the total amount of the Purchase Price insuring fee simple marketable title to the Property and upon receipt thereof Buyer shall deliver copy thereof to Seller. Buyer shall have fifteen (15) days after the Effective Date within which to notify Seller in writing of any defects or objections to the title appearing in the Title Commitment. If Buyer fails to give such written notice to Seller within such 15-day period, Buyer shall be conclusively deemed to have waived its right to object to any matters of title. In the event that Buyer gives Seller timely written notice of any title defects or objections, Seller 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 Seller fails to remedy such title objections or defects at or prior to Closing, Buyer 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 Seller; or (c) postpone the Closing for a reasonable time to allow Seller additional time to remedy said title defects or objections, and if thereafter Seller is still unable to remedy said title defects or objections, at that time Buyer may elect either (a) or (b). Notwithstanding the foregoing and without the need on the part of the Buyer to make any objection thereto: (i) all mortgages and other liens that can be discharged by the payment of money shall be discharged by Seller not later than Closing; and (ii) all tenancies and other possessory rights with respect to the Property shall be terminated by Seller at or prior to Closing, except as specifically provided for herein, and the Property shall be available to Buyer 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 Seller is unable to convey title of the kind and quality required by this Agreement for any reason whatsoever, Seller, may, in its sole and absolute discretion, terminate this Agreement and all rights of Buyer with respect to the Property shall wholly cease, and thereupon the Deposit shall be returned to Buyer as Buyer's sole and exclusive remedy. Nevertheless, Buyer may, in its sole discretion, elect to accept such title as Seller may be able to convey, without reduction of the Purchase Price and without any other liability on the part of the Seller.

14. PROPERTY CONVEYED "AS IS". BUYER ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT AT THE CLOSING THE PROPERTY SHALL BE CONVEYED TO, AND ACCEPTED BY, BUYER "AS IS", "WHERE IS" AND "WITH ALL FAULTS". SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF, OR THE SUITABILITY OF THE PROPERTY OR ANY PORTION THEREOF FOR BUYER'S INTENDED USE, NOR ANY OTHER REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY OR ANY PORTION THEREOF. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE WHATSOEVER, ORAL AS WELL AS WRITTEN, EXPRESS AS WELL AS IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF VALIDITY, ENFORCEABILITY, HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER EXPRESSLY ACKNOWLEDGES THAT BUYER 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 PROPERTY AND THAT BUYER UNDERSTANDS

AND AGREES THAT NEITHER SELLER NOR ANY MEMBER, OFFICER, EMPLOYEE, AGENT, REPRESENTATIVE, ATTORNEY OR CONSULTANT OF OR FOR SELLER 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. BUYER 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 SELLER OR SELLER'S ATTORNEYS, AGENTS, OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES) AS TO ANY MATTERS WHATSOEVER PERTAINING TO THE PROPERTY AND ALL PORTIONS THEREOF. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING, THE TRANSFER AND CONVEYANCE OF THE PROPERTY, AND THE DELIVERY OF THE CLOSING DOCUMENTS.

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

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 Property pursuant to the terms of this Agreement, including without limitation the items indicated below:

- (a) Seller's Deliveries. Seller shall execute and/or deliver to Buyer the following:
 - (i) Special warranty deed in proper recordable form duly executed and acknowledged by Seller, subject only to the Permitted Exceptions;
 - (ii) Duly executed cancellations in recordable form cancelling all mortgages and liens, if any, encumbering the Property;
 - (iii) Seller's title insurance and lien waiver affidavits in customary form and substance satisfactory to the Title Company;
 - (iv) Full possession of the Property to the Buyer;
 - (v) An affidavit, in customary form and substance stating that Seller is a "United States corporation/person", as referred to and defined in Internal Revenue Code Sections 1445(f)(3) and 7701(g), and stating Seller'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 Seller has full authority to do so and to consummate, on behalf of Seller, 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 Seller at or prior to the Closing.

(b) Buyer's Deliveries. Buyer shall execute and/or deliver the following:

- (i) The Purchase Price, 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 Seller, and to any other parties, the amounts in payment of the costs and expenses payable by Buyer incident to the Closing as required by this Agreement and set forth in the closing statement executed at the Closing;
- (ii) Closing statement; and
- (iii) Any other documents contemplated by this Agreement or required by law to be delivered by Buyer at or prior to the Closing.

17. Real Estate Taxes. Real estate ad valorem taxes assessed against the Property 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. Seller and Buyer 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 sale 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 Property with respect to which Seller receives notice or actual knowledge prior to Closing, Seller shall give Buyer prompt written notice thereof and Buyer shall have the option by written notice given to Seller prior to Closing of: (i) terminating this Agreement, whereupon Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Agreement; or (ii) proceeding to purchase the Property and receiving from Seller at Closing all of its right, title and interest in and to any award to which Seller may be entitled or, if such award is received by Seller 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 Buyer:

Robert Montgomery, LLC
Attn: Robert Montgomery
657 E. Romana Street
Pensacola, Florida 32502

With copy to:

Stephen R. Moorhead, Esq.
McDonald Fleming Moorhead
127 Palafox Place, Suite 500
Pensacola, Florida 32502

If to Seller:

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA
222 West Main Street
Pensacola, Florida 32502
Attn: Helen Gibson

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 Buyer, Seller may terminate this Agreement by giving Buyer written notice of termination and retain the Deposit as liquidated damages (and not as a penalty or forfeiture), as Seller's sole and exclusive remedy.
- (b) If Seller 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, Buyer at its option

and as its sole and exclusive remedies may: (i) postpone the Closing to allow Seller 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 Seller'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 Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Agreement. Buyer expressly waives the right to seek or recover monetary damages from Seller other than the return of the Deposit.

22. 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 Property, and all prior negotiations, understandings and agreements, whether written or verbal, between the parties with respect to the Property 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 Seller and Buyer 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 Seller or Buyer under the terms of this Agreement is a Saturday, Sunday or legal holiday, the time for the performance by Seller or Buyer 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 Buyer or Seller 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. The provisions of this paragraph shall survive the Closing. However, nothing herein is intended to serve as a waiver of the Buyer's sovereign immunity to which sovereign immunity applies, except as to the express terms of this Agreement, nor as a waiver of any applicable limitation on Buyer's liability for monetary damages, including without limitation attorney's fees under this paragraph, as provided by the laws and/or Constitution of the State of Florida. Nothing herein shall be construed as consent by Buyer to be sued by third parties in any matter arising out of this contract.

[End of Text; Signatures on Following Page]

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

SELLER:

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

By: Jewel Cannada-Wynn
Jewel Cannada-Wynn, Its Chairperson

Date signed: 11/09/17

BUYER:

ROBERT MONTGOMERY, LLC,
a Florida limited liability company

By: Robert Montgomery
Robert Montgomery, Its Manager

Date signed: 11/14/17

EXHIBIT "A"

Legal Description of Property

All of Block 5, NEW CITY TRACT, according to the map of said City copyrighted by Thos. C. Watson in 1906 and Cemetery Lots 383 and 408, both inclusive, Old City Tract, according to map of said City copyrighted by Thos. C. Watson in 1906.

and

The South 25 feet of Colfax St. which abuts to the North and the West 39 feet of 10th Avenue which abuts to the East.

and

All additional interest in Colfax Street right of way that is owned by CRA, if any.

EXHIBIT "B"

Request for Proposals

Hawkshaw Development Opportunity



NAI Halford

DeeDee Davis, SIOR MICP

+1 850 433 0577

ddavis@naihalford.com

850.433.1503 Direct

Tina Tortomase MICP

+1 850 433 0577

ttortomase@naihalford.com

850.433.1520 Direct

NAI Halford

24 West Chase St.

Pensacola, FL 32502

naihalford.com

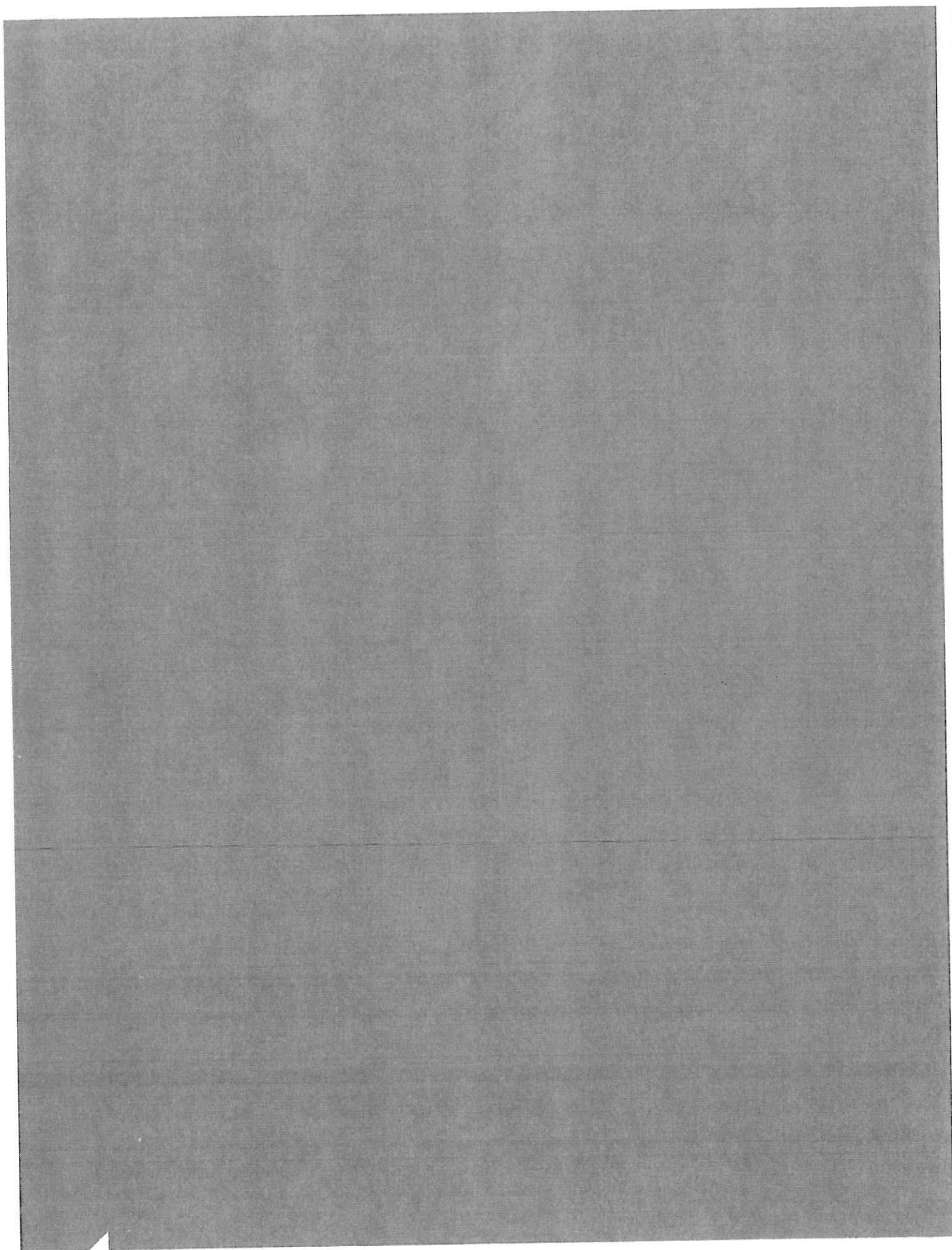


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Gateway Development Opportunity

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| 2 | Request For Proposal Information |
| 3 | About Pensacola |

1

Property Details

Historic Pensacola

Founded by Don Tristan de Luna in 1559, the Pensacola Bay Area was the first European settlement in the New World. Over the centuries, the flags of Spain, Britain, France, the Confederacy and the United States have flown over the "City of Five Flags."

The city of Pensacola has led a strong initiative in reclaiming urban waterfront land for public use. This has resulted in a tremendous period of growth and revitalization to this historic, coastal city. Implementing a master plan of high quality, aesthetically pleasing public assets, streetscapes and infrastructure have set the tone for continued, distinctive growth.

Developing Pensacola

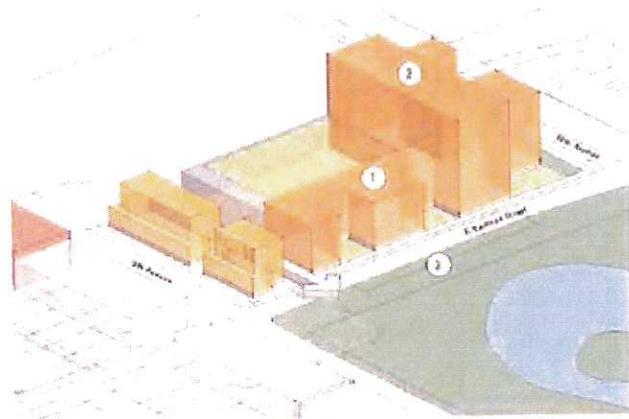
Pensacola has seen a tremendous revitalization in the past few years. Major new developments have spurred a first class wave of significant projects. Notably, the \$50M Community Maritime Park Wahoos Stadium was a major "kick start" to the revitalization movement. Also, of critical importance the relocation of the ECUA treatment plant from the downtown area, was an important impetus, for economic growth. Thoughtful, innovative planning by the City has led to upscale eateries, thriving retailers, beautifully rehabbed and repurposed historic buildings and some major new development projects.

*Signature Development Site in
Historic, Downtown Pensacola.*

Hawkshaw Offering

One of the signature development sites, Hawkshaw is seen as an important gateway into downtown with remarkable views of Pensacola Bay and within easy walking distance to the vibrant shops and restaurants along Palafox Place. Palafox Place was named one of ten great streets in America, by the American Planning Association in 2013.

Located in the downtown Business District of Pensacola, which includes typical private office buildings, government office buildings, courthouses, restaurants, shops and bars. There is also a historic district that includes a rich variety of residential and commercial buildings, along with many public parks. Most buildings have been completely renovated and serve as an additional tourist draw. Festivals are held throughout the year in this area. Historic, Downtown Pensacola is located four miles from pristine world reknowned area beaches.



*100 blk. South 9th Avenue
Pensacola, FL 32502*

2.2 AC Level Ready Site
GRD Zoning

96,525 sf
Land Size

*Gateway Development
Opportunity*

225 x 429'
Parcel Dimensions

Offered at
\$1,740,000

225' Frontage
9th Avenue

000S009025001005
Parcel ID

1

Property Details

Area Overview



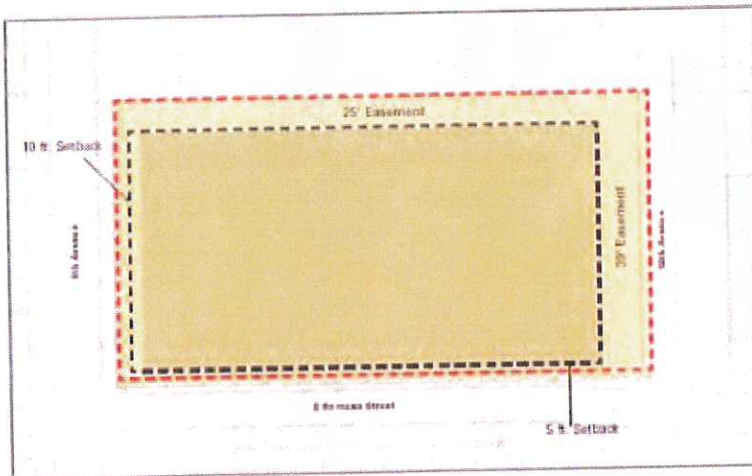
The Hawkshaw site fronts Admiral Mason Park with magnificent views to Pensacola Bay. Enjoying frontage on four streets provides for exceptional access





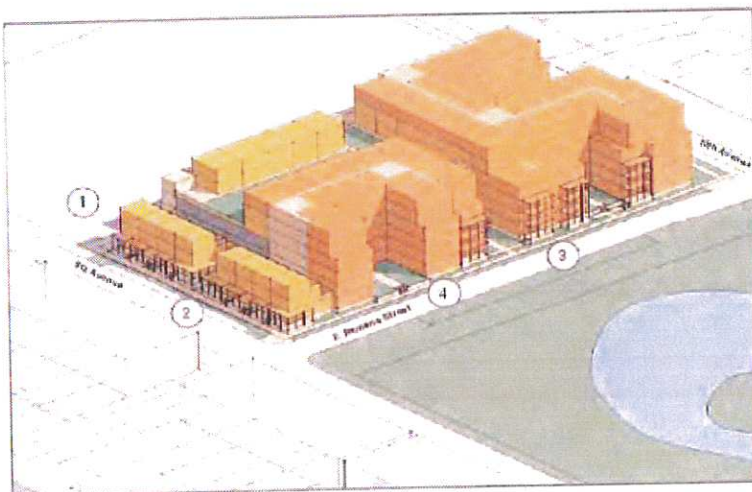
Location Map

- Net Parcel Area- (with easements and setbacks accounted for): 1.7 acres.
- FEMA has provided us with proposed new Floodplain Maps. They should be notifying us very soon of a 90 day comment period. After that, FEMA will review those comments that are received. If the new maps are adopted it should occur sometime between December 2017 and January 2018 from what I understand. The Hawkshaw property has a flood line that meanders diagonally across the property from Northwest to Southeast. Currently, the northeasterly section is in an X Zone (outside the 500 year floodplain) and the southwesterly section is in an AE 7 flood zone. Meaning that construction southwesterly of that flood zone line would have to meet the 7' flood elevation along with the City adopted 3' free-board. The finish floor elevation for the first floor would have to be at $(7' + 3')$ 10 feet. The proposed maps increases that AE 7 to an AE 9 raising the finish floor elevation for the first floor to $(9' + 3')$ 12 feet.



Setbacks

- 9th Ave- 10 feet
- East Romana Street- 5 feet
- 10th Ave- requires a building setback of 39 feet from the eastern property line.
- Easement along the northern property line requires a 25 foot setback to buildings.



Required Features

Typical articulation with balconies and porches to achieve Pensacola character and maintain 4 story read for facades along Romana Street (illustrative only)

2 Hawkshaw RFP

100 BLK. South 9th Avenue
Pensacola, FL. 32502

Hawkshaw Development Opportunity
Request for Proposal
Deadline for Submission: August 7, 2017

_____(Company) hereby expresses an interest in pursuing opportunities to develop 2.2 acres in the 100 S 9th Avenue Block of Pensacola, Florida, otherwise known as "Hawkshaw".

*** Project Overview: Shall be based on Hawkshaw Urban Design Guidelines

Please go to

<http://www.cityofpensacola.com/documentcenter/view/6626>

Proposals (3 hard copies and one electronic version) are due by 5:00 pm CST on Aug. 7, 2017.

Please return this Proposal to

NAI Halford
24 W. Chase Street
Pensacola, Florida 32502

Attention: DeeDee Davis, SIOR, MICP

Contact Information

Authorized Representative: _____

Title: _____

Date: _____

Evaluation committee will recommend one preferred proposal to CRA for consideration. The CRA reserves the right to accept or reject any or all proposals.

The vicinity of southern 9th Avenue and the subject property is envisioned to be developed as a walkable, urban mixed-use corridor. The CRA seeks a high-density residential or mixed use project. Proposers are advised to conduct necessary research, beyond review of these documents, to establish existing conditions of this property and to properly understand the requirements of its redevelopment including but not limited to the Hawkshaw Urban Design Guidelines.

No Known Environmental Conditions

The CRA is not aware of unusual existing regulated environmental conditions that could render development of this site infeasible. A reasonable due-diligence period will be in effect between selection of the successful proposer and contract closing.

Note: 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 or the Community Redevelopment Agency, 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 Community Redevelopment Agency Board or any member of a selection/evaluation committee for RFPs, whether in person, by mail, or by electronic communications until such time as the CRA has completed all action with respect to the solicitation.

Additionally, any material submitted in response to the RFP will become a public document pursuant to Florida Statute 119.07. All proposal forms must be submitted in a sealed envelope and be signed by an authorized representative of the Proposer.

RFP Submittal

Please Submit the Following

Project Team/Experience/Credentials

1. Identity of Proposer, including the development team's organizational structure, and the names, affiliation and addresses of principals, including any and all general partners, stockholders owning 5% or more of the stock, and all officers.
2. Development team's professional qualifications and experience in types of uses proposed. Proposers shall demonstrate experience and ability to successfully complete a project of this general scope in a reasonable period of time, understanding that a phased implementation may be necessary.

Project Outline

1. A written description of the use of the site, including as applicable:
Building use(s), including overall dimensions
Residential price point(s), density and manner of sale/lease
Parking configuration and counts
Conceptual storm water facility configuration
Public amenities provided, if any

Landscaping Concept

2. Conceptual drawings of the proposed project, including conceptual site development plan, building elevations, and conceptual perspective rendering sufficient to reasonably represent the overall massing and architectural character and materials of the proposed project. Selected proposer must obtain CRA review and approval of final architectural design.
3. Offering price for the fee simple purchase of the property. It is understood that because this project will involve a public /private partnership, price is negotiable.

Completion Schedule

1. Project development schedule, including all milestones during planning and design, the construction period and commencement of operations.
2. Identify any special or unusual requirements for the sale of the subject land.
3. Identify any foreseeable variances to applicable regulations that may be requested during development of the proposed project.

RFP Submittal cont.

Project Financing and Economics

1. Provide complete and substantiated evidence of Proposer's financial capacity to undertake all aspects of the project, including letters from reputable financial institutions documenting the Proposer's ability to finance all aspects of the project.
2. The nature of private financing or commitment
3. Revenues to the City of Pensacola and Community Redevelopment Agency

Written proposals shall be reviewed and ranked by an Evaluation Committee approved by the CRA. The committee shall be comprised of professionals from the fields of financial services, real estate, and/or land development. At the discretion of the Evaluation Committee, respondents may be asked to provide oral presentations to the Committee.

Other General Conditions

1. The Evaluation Committee reserves the right to request any additional information if needed, from any or all proposers.
2. In the event it becomes necessary for the CRA to revise any part of this proposal subsequent to the advertisement of the RFP, revisions will be provided in the form of an addendum.
3. All proposals are subject to all applicable laws and regulations governing the use and development of land.
4. No Proposer shall assign its proposal or any rights or obligations thereunder without the written consent of the CRA.
5. The Proposer has carefully read the provisions, terms and conditions of the proposal document and does hereby agree to be bound thereby.

RFP Timeline

Timeline for Hawkshaw Decision

| | |
|--------------------------|--|
| August 7, 2017 | Deadline for Proposals |
| August 10, 2017 | Presentations to Committee Recommended Committee: DeeDee Davis Christian Wagley Andy Terhaar |
| August 17, 2017 | Oral Presentation (tentative) |
| September Meeting of CRA | Presentation of Preferred Proposal (tentative) |

****DATES ARE SUBJECT TO CHANGE**

Hawkshaw Evaluation

Development Opportunity at Corner of 9th Avenue and East Romana Street
Hawkshaw

Evaluation Sheet

Name of Firm: _____

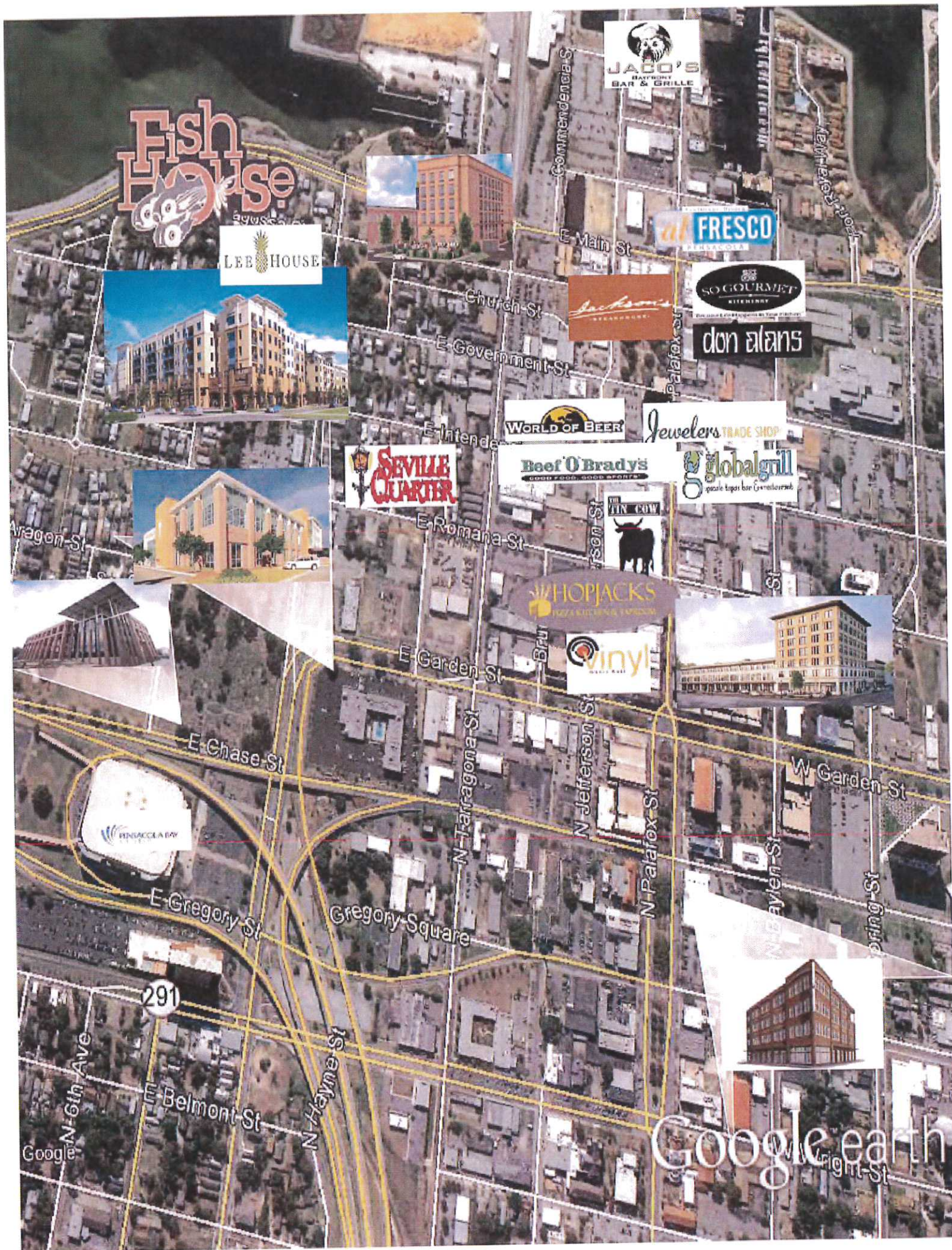
Reviewer: _____

| | Points Available | Points Given |
|---|---------------------|-----------------|
| 1. Financial Viability | 0-30 | |
| a) Nature of private financing interest | | |
| b) Experience and qualifications of development and management team | | |
| c) Revenues to the City and CRA from sale | | |
| d) Revenues to City and CRA in projected Ad Valorem taxes | | |
| e) Demonstrated ability to commence, perform and complete construction activities as scheduled | | |
| 2. Anticipated Benefits to Community | 0-20 | |
| a) Enhance surrounding land uses/neighborhood characteristics | | |
| b) Promote Downtown Pensacola as vital/creative place to live, work, play | | |
| 3. Compatibility of Architectural Quality and Character to Hawkshaw Urban Design Guidelines | 0-30 | |
| a) Site development pattern | | |
| b) Use of appropriate and compatible materials and details | | |
| c) Appropriateness of building height/mass | | |
| 4. Density/Maximizing number of residential units | 0-20 | |
| 5. SBE or MBE firm participation | 0-5 (bonus) | |

3

Newly Built and Surrounding Retail





Listing Offering Team

DeeDee Davis, SIOR, MICP

Broker

Specialties

Office Buildings, Retail Stores, Development Projects

Scope of Service

Sales and Leasing of commercial office, retail, investment, industrial and development properties.

Professional Affiliations and Designations

Society of Industrial and Office Realtors (SIOR)
NAIOP
Chairman, Board of Directors Council on Aging
Member, Past President, The Aragon Group
Chairman, Pensacola Redistricting Commission
Pensacola Association Realtors
National Association of Realtors
Florida Association of Realtors
Master in Commercial Properties

Tina Tortomase, MICP

Sales Agent

Specialties

Office/ Retail Specialist

Scope of Service

Sales and Leasing of commercial office and retail properties.

Professional Affiliations

Chamber
Rotarian
NAIOP
Master in Commercial Properties



DeeDee Davis, SIOR, MICP
Broker
d: 850 430 1503
ddavis@naihalford.com



Tina Tortomase, MICP
Sales Agent/ Property Manager
d: 850 430 1520
ttortomase@naihalford.com

Committed to Northwest Florida. Connected to the World.

Established in 1983, NAI Halford, formerly The Halford Company was founded upon principles which served to set it apart then and continue to contribute in maintaining its preeminent position in Northwest Florida's Commercial Real Estate and Investment sector today.

Why NAI Halford?

The benefit of a managed network is a marriage of the best in class of the local offices and businesses that are entrepreneurial in spirit and innovative on behalf of our client. Whether developing a large scale project or finding the right office at the right price for a small business, our Realtors are committed to providing quality professional service. From commercial sales to property management, leasing and tenant representation, no other real estate company in this area has the scope of services and the depth of experience offered by NAI Halford.

As the real estate market becomes increasingly more complex, the ability to be versatile gains importance. NAI Halford has developed a well-earned reputation for finding solutions for a variety of business needs. We have focused our growth and expansion on becoming an agency with an established network of specialists that help us to provide a wide assortment of quality services.

Connectivity

NAI Halford is northwest Florida's affiliate of NAI Global, a managed network of commercial real estate offices with 7,000 agents operating 400 offices in 55 countries worldwide. NAI Halford combines the power and expertise of NAI Global with the advantage of strong, long standing relationships in northwest Florida, securing our role as one of the most well respected full-service real estate organizations in the area.

Our clients come to us for our deep local knowledge. They build their businesses on the power of our managed global network.



NAI Halford
24 West Chase Street | Suite 100
Pensacola, FL 32502 | USA
+1 850 433 0577 | www.naihalford.com

EXHIBIT “C”

Buyer’s Proposal

HAWKSHAW PROPOSAL

AUGUST 7, 2017



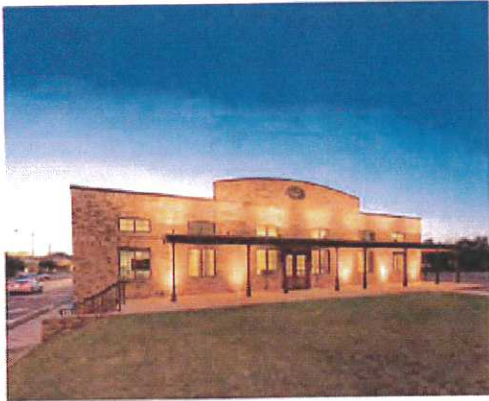


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- B. PROJECT TEAM | EXPERIENCE | CREDENTIALS
- C. PROJECT OUTLINE
- D. LANDSCAPING CONCEPT
- E. COMPLETION SCHEDULE
- F. PROJECT FINANCING & ECONOMICS

August, 7, 2017

NAI Halford
DeeDee Davis, SIOR MICP
24 West Chose Street
Pensacola, FL 32502

Re: Hawkshaw Development Opportunity

Dear Ms. Davis,

I am excited to present you with the following proposal for the Hawkshaw Property - one of the last pieces of the puzzle in the development of downtown Pensacola. I feel that this proposal incorporates a vibrant architectural response and the best blend of commercial and residential use at a density compatible with the surrounding development and current market. I am happy to say that this proposal is *market ready* for construction to begin within one year.

As you will see from this proposal, I have assembled a team of professionals with extensive experience in mixed-use development, and just as critically *in working together*. Caldwell Associates and Morette Company have completed *dozens* of projects together, recently A.K. Suter Elementary School which the Superintendent stated set the bar against which all future school projects would be measured," creating not just a building for learning, but a *gateway urban anchor into East Pensacola Heights*.

Each team member also has a deep understanding of the collaborative process that engages the community, builds consensus, and translates the best ideas into conscientious, thoughtful works of architecture that serve the community. I would suggest that the *selecting right team* will go at least as far *delivering a successful project* to the Hawkshaw property as reacting to exciting conceptual drawings, data, or imagery that you are likely to see with this RFP. I am confident that we can bring you both and we sincerely hope you agree.

We are planning for the corner of Romana and 9th to be the home of a Wine World operation, of which I am a partner. Chan Cox and I have 6 retail wine shops and 7 restaurants, all located from Ft. Walton to Panama City. We propose using approximately 8,500 square feet for a combination of retail and restaurant. We are considering a roof top deck, but our operations do not include *live music* or any *loud noise*. The operation would employ 35 to 40 people.

An additional 6,500 square feet will be designated commercial for office or retail operations. The remainder of the building would consist of 39 residential units. They vary in size from 1,500 square feet to 2,100 square feet and could be combined if a purchaser wanted something larger. The units would sell for \$600,000 plus, depending on the size. Parking is provided in a surface lot that is completely screened from the major streets by the building, and a portion of the parking is underneath the building itself.

The first phase of construction would begin within one year and consists of the building on 9th Avenue that houses the commercial operations and condominium units. Phase two would be the additional units on Romana Street. Construction would begin within three years, or as the market allows.

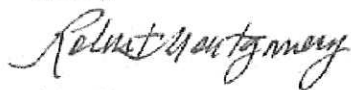
PURCHASE PRICE: The price offered for the site is \$1,600,000. A \$100,000 non-refundable binder would be paid upon signing a contract for purchase. Closing on the land will take place within 90 days of signing contract.

PURCHASER: The initial Purchaser would be Robert Montgomery, LLC. A new entity would be formed prior to closing on the Land Purchase. Additional financial partners would be added with the approval of the City.

REVENUES TO THE CITY OF PENSACOLA AND COMMUNITY REDEVELOPMENT AGENCY: Based on conversations with the County Tax Assessors office, tax on the completely sold out and completed project of approximately \$35,000,000 would be approximately \$665,000 annually.

SPECIAL REQUEST: It is requested that the City maximize street parking around the block with priority given to the east side of 9th Avenue.

Sincerely,



Robert Montgomery
Developer



TEAM | EXPERIENCE | CREDENTIALS

Robert Montgomery, LLC - Owner/Developer
657 E Romana Street
Pensacola, FL 32502

Caldwell Associates Architects - Architect
Miller Caldwell, Jr - Owner/Principal
116 N Tarragona Street
Pensacola, FL 32502

Morette Company - Contractor
Michael Morette - President/Treasurer
Sharon Morette - Vice President/Secretary
Nikki Bell - Comptroller
2503 N 12th Ave
Pensacola, FL 32503



ROBERT BENTON MONTGOMERY

DEVELOPER



Robert Montgomery participated in the development of Aragon in downtown Pensacola, and many other innovative Gulf Breeze and regional developments. He serves as Chairman Northwest Florida Traffic Corridor Authority formed to address the transportation challenges of an 8-county area along Highway 98.

EDUCATION

Florida State University
B.S. Business

AFFILIATIONS

Current Chairman of the Northwest
Florida Transportation Corridor
Authority

Past Board Member of the Pensacola
Junior College Foundation

Member of the BB&T Bank Board of
Directors

Member of the Florida Alabama
Strategic Task Force

Current Chairman of the Gateway
Review Board, City of Pensacola

Member of South End Tomorrow
Committee, Santa Rosa County

Former Member of Gulf Breeze High
School Advisory Committee

Former Advisory Board of Directors,
Tiger Point Golf and Country Club.

Board of Directors, Peoples' Federal
Savings Bank, until its sale

Former Member of the Pensacola Board
of Realtors Board of Directors.

EXPERIENCE

Montgomery Realtors: 1971-Present
Owner/Broker

Wineworld Stores: 1995-Present

PROFESSIONAL ACTIVITIES

Part of the development of the Aragon
project in Downtown Pensacola.

Developer of several thousand
residential and commercial sites in the
Gulf Breeze area.

Broker for several major commercial
projects in South Santa Rosa county and
a variety of commercial buildings on US
98.

Developer of several condominium and
rental projects in Santa Rosa County.

Officer and director of various
corporations and partnerships involving
land development, rental properties, and
retail operations.

Part owner/operator of Tiger Point Golf
and Country Club until its sale.

Part owner/manager of WJJB FM radio
station, until its sale.

MORETTE COMPANY

CONTRACTOR

ABOUT US

Morette Company, a Florida corporation, is a closely held family company that is locally owned and operated. Morette Company has been providing construction management, development, design-build, and general contracting services in the southeast since 1978. Our capabilities include all phases of construction, development, design-build, and management services.

Morette Company has built its foundation on several fundamental corporate values that are reflected in the day-to-day operations of the company and its employees.

We have earned an unparalleled reputation through our continued focus on these central philosophies. A tribute to our professionalism and success is our many satisfied, repeat clients, as well as those who seek our services. We are proud of all of these relationships, as they are the foundation of our success.

EXPERIENCE

Palafox Pier and Yacht Harbor
Pensacola, FL

Community Maritime Park Design and Development, Owners' Representative for City of Pensacola

A.K. Suter Elementary School
Pensacola, FL

Andrews Institute of Orthopedic and Sports Medicine-Medical Office Building & Athletic Performance Enhancement Center, Gulf Breeze, FL

Azalea Trace Terrace II, Willow Brook Court and Kitchen Renovations
Pensacola, FL

Azalea Trace Retirement Life Communities Fire Sprinkler Retrofit and Midrise Renovation, Pensacola, FL

Baptist Hospital West Expansion and Multiple Renovations/Upgrades
Pensacola, FL

Blount Building Interior Renovation
Pensacola, FL

Brent Building Interior Renovations
Pensacola, FL

Children's Medical Service
Pensacola, FL

Escambia County Health Unit
Pensacola, FL

Hillcrest Baptist Church "Generations" Building, Pensacola, FL

M.C. Blanchard Judicial Center Renovation and Expansion, Pensacola, FL

Margaritaville Beach Hotel
Pensacola Beach, FL

Navy Federal Credit Union Building Three Auditorium, Pensacola, FL

Olive Baptist Church Ministry Building
Pensacola, FL

Pensacola Country Club
Pensacola, FL

Pensacola Christian College Dixon Dormitory Renovations, Pensacola, FL

Pensacola Christian College, Palms Grill Renovation & Campus Store
Pensacola, FL

Pensacola State College Charles W. Lamar Studio, Pensacola, FL

Pensacola State College Warrington Campus Exterior Renovations
Pensacola, FL

Pensacola State College Building 3200
Pensacola, FL

Pensacola State College Building 12
Pensacola, FL

University of West Florida, New Residence Hall (Argo Hall)
Pensacola, FL

CALDWELL ASSOCIATES ARCHITECTS

ARCHITECT OF RECORD

ABOUT US

For the past 30 years, Caldwell Associates has dedicated its practice toward becoming one of the most versatile architecture firms on the Gulf Coast. Our firm's design philosophy is *community building through good design*. We embrace the collaborative nature of architecture, and believe that the best work is achieved through the efforts of many toward a common goal.

Caldwell Associates has been fortunate to share our skills as planners, thinkers, designers, and managers on a tremendous variety of projects. Balancing design, speed, and economy, we continue to serve a growing base of community-minded clients who wish to partner in our efforts of improving lives through good design.

We have helped a variety of communities and other entities through the master planning process providing expert guidance, managing stakeholder input, and leading community workshops. Through an interactive dialogue with our community partners, the best ideas are translated into conscientious, thoughtful works of public architecture that serve the communities within which they are created.

Caldwell Associates has engaged the following design team members for this project: Dell Consulting for MEP, Rebol-Battle & Associates for Civil, McCarthy Engineers for Structural.

EXPERIENCE

Hawkshaw Village
Pensacola, FL

Community Maritime Park Design
Criteria and Master Plan, Pensacola, FL

Community Maritime Park Development
Study, Pensacola, FL

Pensacola Technology Campus Master
Plan, Pensacola, FL

South Shore Master Plan
Hurlburt Field, FL

University of West Florida
East Campus Mixed Use Conceptual
Development, Pensacola, FL

University of West Florida
University Park Master Plan
Pensacola, FL

University of West Florida
Campus Green Master Plan
Pensacola, FL

Sacred Heart Health Systems
Master Plan
Pensacola, FL

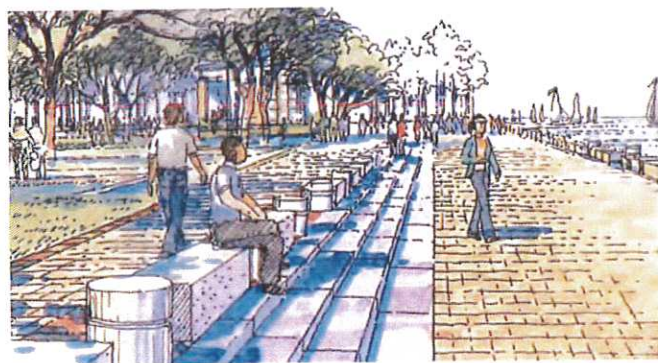
Sacred Heart Health Systems
Master Landscape Plan
Pensacola, FL

Corry Village Master Plan
Corry Field, FL

Townhouses Master Plan and
Revitalization, NAS Pensacola, FL

Wholesite Revitalization to Base
Housing, NAS New Orleans, LA

Wholesite Revitalization to 199 Units
NAS New Orleans, LA



PROJECT OUTLINE

PROJECT DESCRIPTION

Our team proposes to develop a 3-story Mixed-Use Commercial/ Multi-Family Residential building on the Hawkshaw Property. The building will be placed on the southwest corner of the site with frontage directly along 9th Avenue and Romana Street. The building will be elevated on a concrete podium to meet anticipated minimum flood elevations and be utilized for both additional parking underneath as well as help to create the "4 story read" along the street requested in the RFP.

The anchor will be an 8,500 s.f. Wine and Craft Bar, including 2,000 s.f. of retail space, at the corner location with generous covered seating areas facing the waterfront view. A 6,500 s.f. office space will comprise a separate tenant space along the 9th Avenue portion of the 1st floor. 39 condominium units at \$600k+ will complete the balance of the building – in 3 stories along Romana Street and 2 stories above the restaurant/ office space along Ninth Avenue, averaging approximately 1,800 s.f. per unit. Off street parking will be provided underneath a portion of the building along Romana Street and in a surface parking lot behind it. Access to the parking lot will be from Colfax Street and 10th Avenue which will enable the streetscape along 9th Avenue and Romana Street to remain pedestrian friendly.

DESIGN APPROACH

The overall design approach was to create a thriving urban corner building - the kind that has populated towns and cities since people started building towns and cities – places where people meet – a destination integral to the neighborhoods they populate. We hope to create this kind of place at Hawkshaw – where the building will be both a backdrop to Admiral Mason Park as well as a complement to the Aragon streetscape across 9th Avenue.

We started with the corner itself, imagining an inviting entry with expansive steps sized not just for moving up and down but as a place to relax, to meet, or to have lunch. The steps connect to a raised public promenade along both sides that offer views to the water and is shaded with an oversized modern canopy. Along both sides we developed facades with modern 'components' attached to traditional massing – an appropriate blend which we felt was a dynamic but appropriate response to this transitional site between Aragon on the west and Gulf Power to the east. The scale of the building was given particular attention by varying the massing to reflect traditional street variations at 25' to 30' intervals, providing a covered gallery along 9th Avenue, utilizing traditional fenestration proportions, and creating a tree lined downtown streetscape. On the Romana Street side, we transition to a more modern language with cantilevered

balconies and fenestrations overlooking small urban gardens lined with green walls, helping to bring elements of Admiral Mason Park into the project.

COMPLIANCE WITH HAWKSHAW DESIGN GUIDELINES

We have reviewed the Hawkshaw Design Guidelines and will deliver a project that reflects the vision outlined in this document. Although the desired density does not match what the current market will support, we have done our best to ensure that the design that we offer will be a dynamic and appropriate architectural response that becomes an asset to the neighborhood and city.

Some of the strategies we have utilized include:

- Buildings that front 9th Avenue and Romana Street
- Parking is screened from view.
- Use of diverse forms to avoid creating a "single project" feel.
- Contemporary and traditional architectural elements.
- 3.5 story buildings facing 9th Avenue and Admiral Mason Park
- Galleries along 9th Avenue
- Urban landscaping facing Admiral Mason Park
- Pedestrian friendly streetscape along 9th Avenue and Romana Street
- Vehicular access from non-pedestrian streets



PROJECT OUTLINE

PHASING

The project has been designed to be completed in two phases, with Phase I being ready for immediate development. The first phase is the 9th Avenue portion of the building with the restaurant, office, and 12 condominium units. Phase II will include the covered parking and 27 condominiums.

CONSTRUCTION AND EXTERIOR MATERIALS

It is anticipated that the soil conditions will require a pile supported foundation. We anticipate utilizing auger cast concrete piles. "Block and plank" construction will be used for the structure which consists of precast concrete planks for the floor system and concrete masonry units (CMU) for the bearing walls.

Exterior finishes will include cement board siding, stucco, aluminum storefront and windows, steel balconies and columns with steel or aluminum handrails, and aluminum canopies. Architectural concrete block will be provided along the street elevation lining the areas below the occupied finished floor.

LANDSCAPE

The landscape concept for this project is to integrate the landscape design with the architecture and the existing urban context – not to treat it as an afterthought or simply serve functional

needs like screening of service elements. The landscape, like the architecture, will be an integral part of creating the 'brand.' We will be creating both traditional streetscapes along the Romana and 9th Avenue sides as well as unique urban gardens that front Admiral Mason Park. We will also provide a comprehensive design that utilizes a mix of both planted in-ground materials with materials set in architectural features such as planters, seating, or other urban elements. Along the eastern edge, we will create a simple passive recreational area that celebrates that natural beauty of the substantial oak trees.

STORMWATER

This parcel's stormwater impact has already been incorporated into the design of the regional pond located at Admiral Mason Park. We will be providing a piped connection to this facility, and we have reviewed our conceptual plans with the City Engineer.

SPACE SUMMARY

- Restaurant: 6,500 nsf
- Retail: 2,000 nsf
- Office: 6,500 nsf
- Multi family Residential – 39 dwelling units

Total CONDITIONED gross square footage – 102,417 gsf
Total gross square footage including all parking under podium, elevated promenade, exterior corridors, and

balconies – 142,295 gsf

PARKING REQUIREMENTS

- Residential (1/unit) – 39 units = 39 spaces required (no CRA reduction)
- Office (1/ 300 sf) - 6,500 sf = 22 spaces + (30% CRA reduction allowed) = 16 spaces required
- Wine Bar/ Restaurant (1/ 100 sf) - 6,500 sf = 65 spaces + (100% CRA reduction allowed) = 0 spaces required
- Retail – 2000 sf – 1/300 sf = 7 spaces – 60% CRA reduction = 3 spaces required

| | |
|------------------------------------|------------|
| Total required with CRA reduction: | 58 spaces |
| Total provided: | 105 spaces |

Parallel parking (if feasible) can provide up to an additional 47 spaces

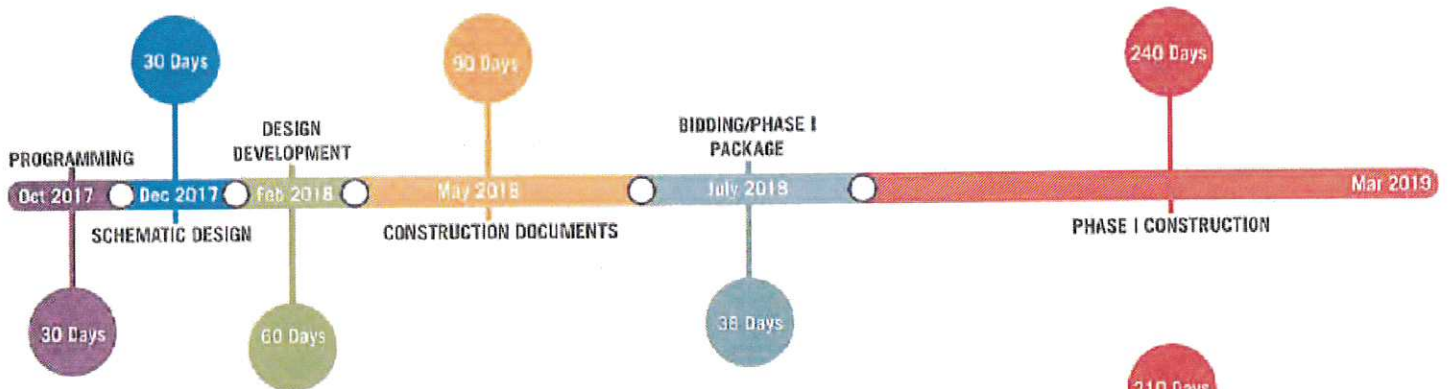


LANDSCAPING CONCEPT





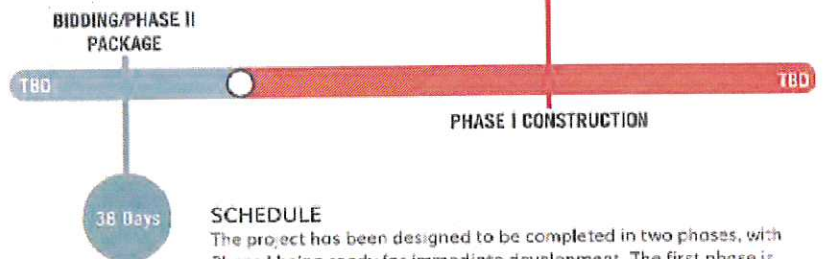
SCHEDULE



SPECIAL REQUESTS

1. As much as feasible, we would request that parallel parking spaces be provided along all of the existing streets with priority being given to the 9th Avenue and Romana Street locations where convenience parking for customers directly impacts the success of the commercial component of this project.
2. We are aware that Colfax Street is a private street and will request access from the adjacent property owner for ingress and egress. It is our understanding that the owner has publicly stated that the street will be available for public access. This is the ideal location for vehicular access to the project – enabling us to preserve the oak trees on the east side of the property and keep the 9th Avenue and Romana Street sides prioritized for pedestrians.

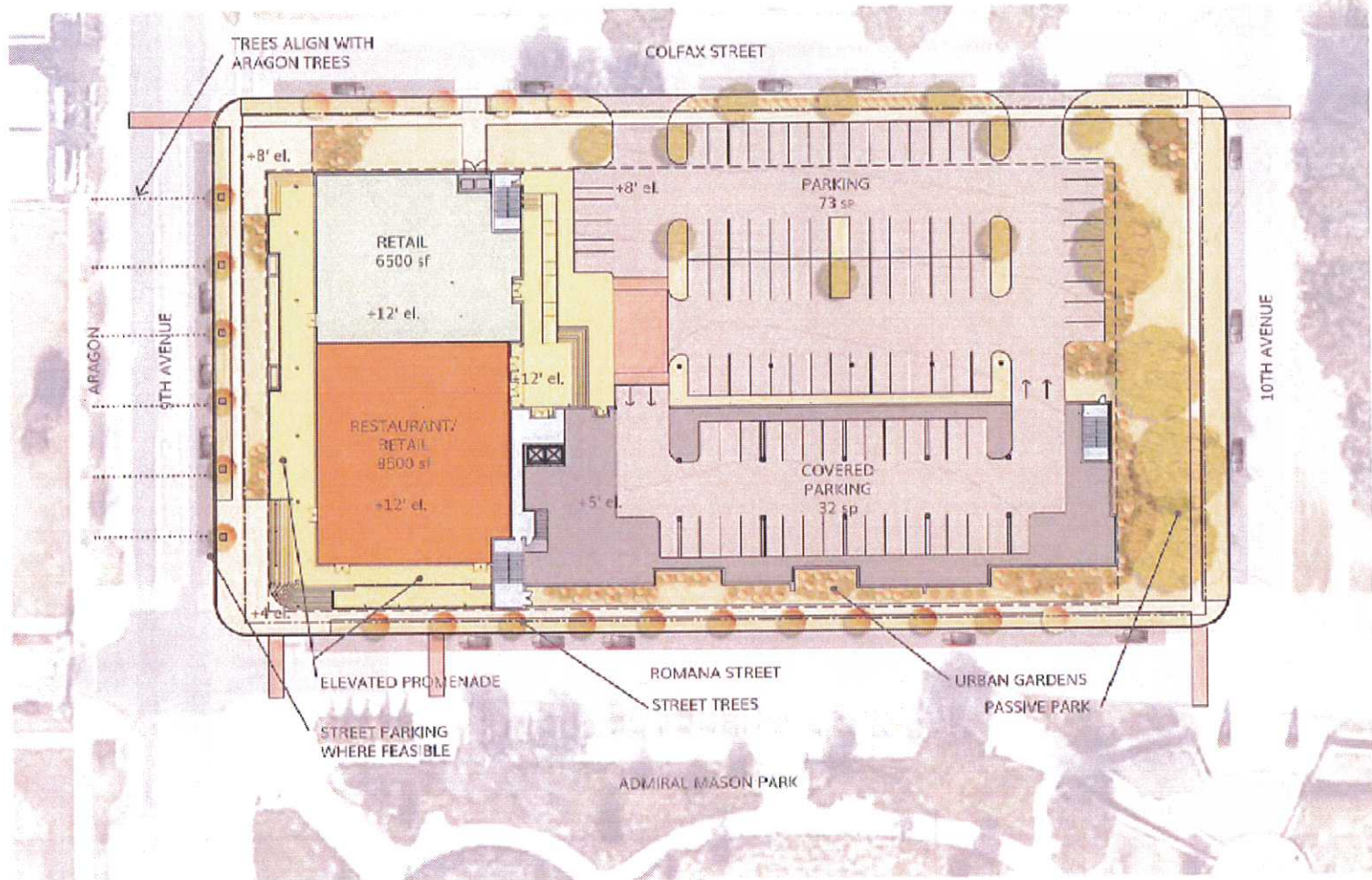
**We do not see any foreseeable variances to applicable regulations that may be requested during the development of the proposed project.



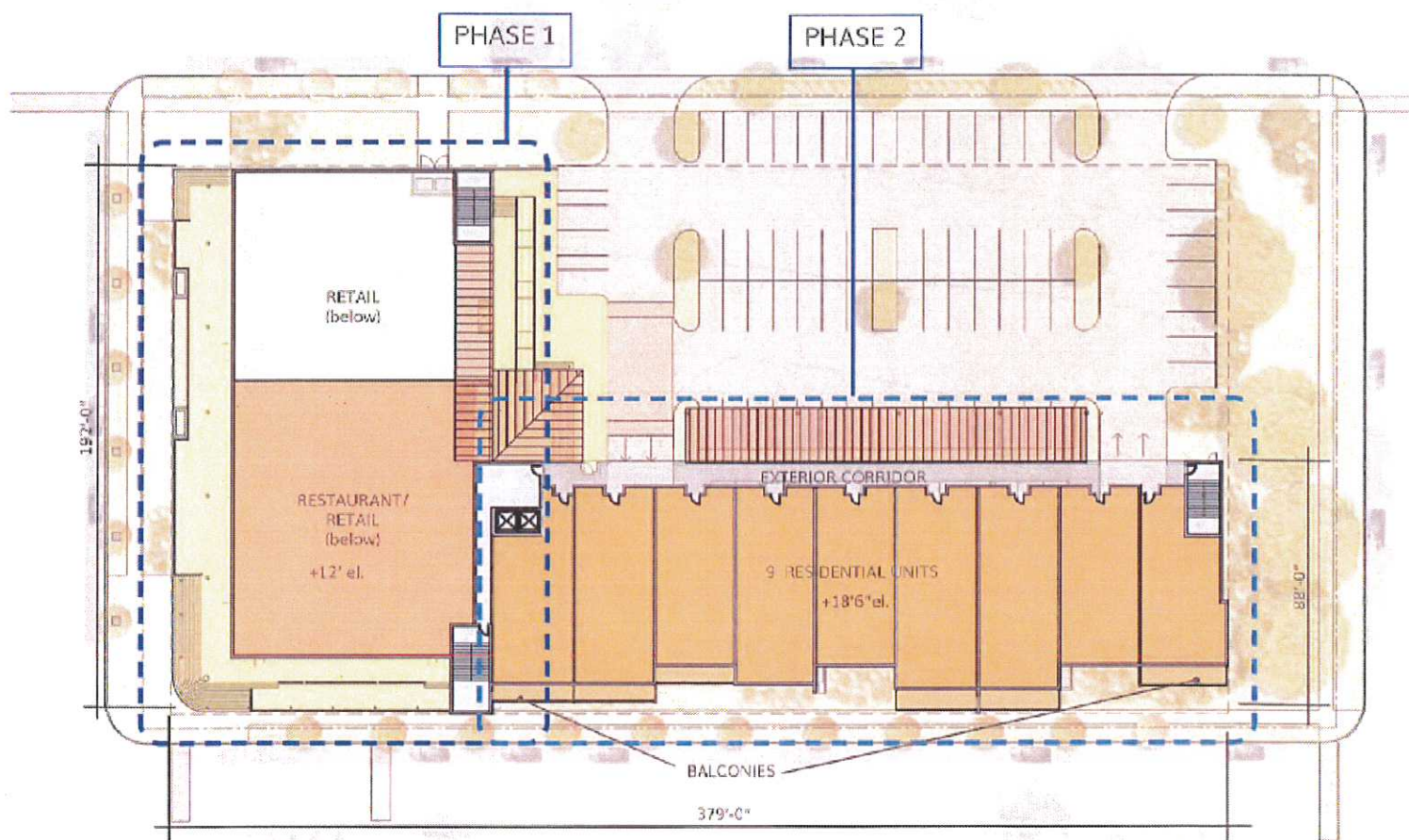
SCHEDULE

The project has been designed to be completed in two phases, with Phase I being ready for immediate development. The first phase is the 9th Avenue portion of the building with the restaurant, office, and 12 condominium units. Phase II will include the covered parking and 27 condominiums.

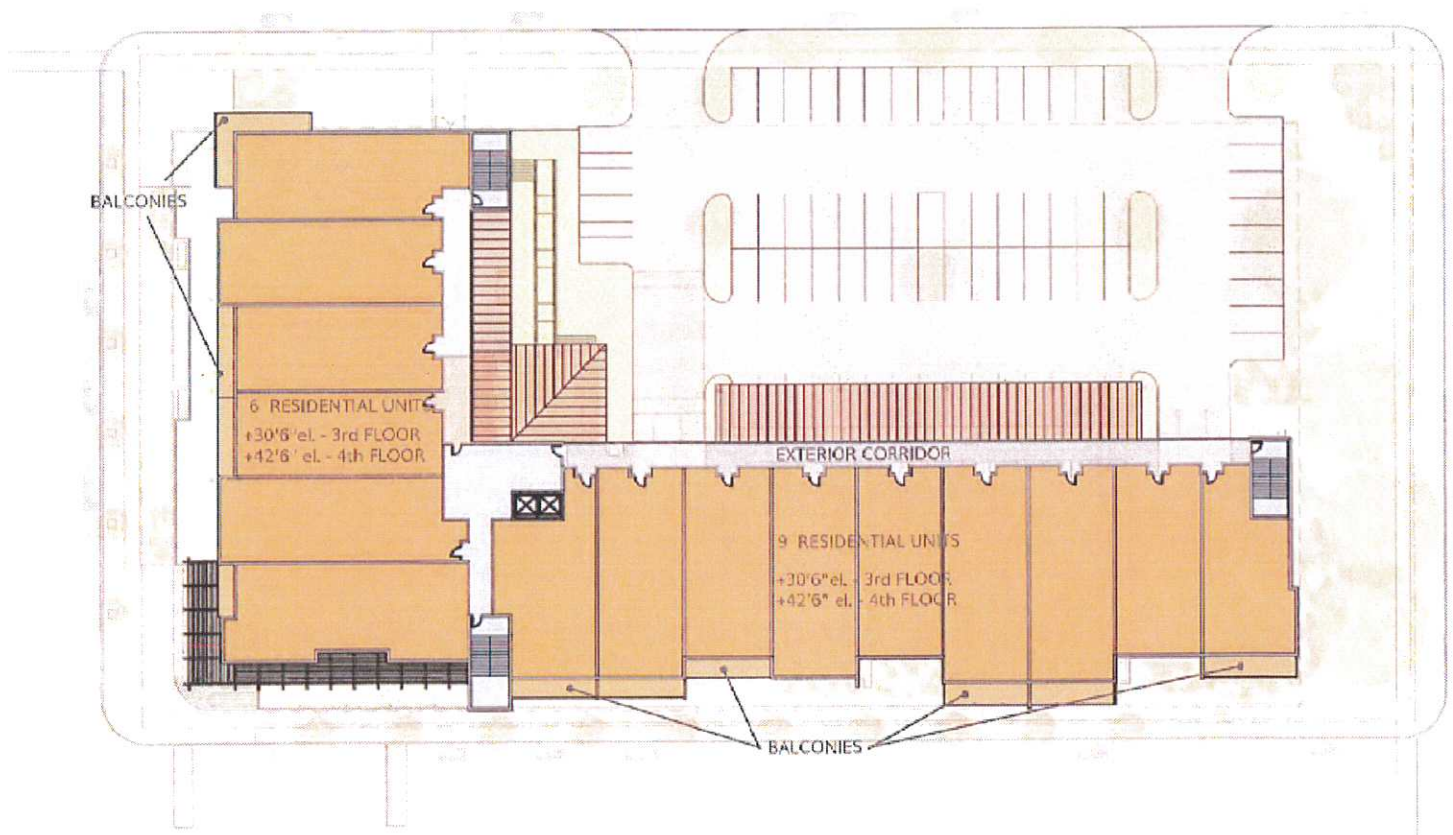
LANDSCAPE / STREET LEVEL PLAN



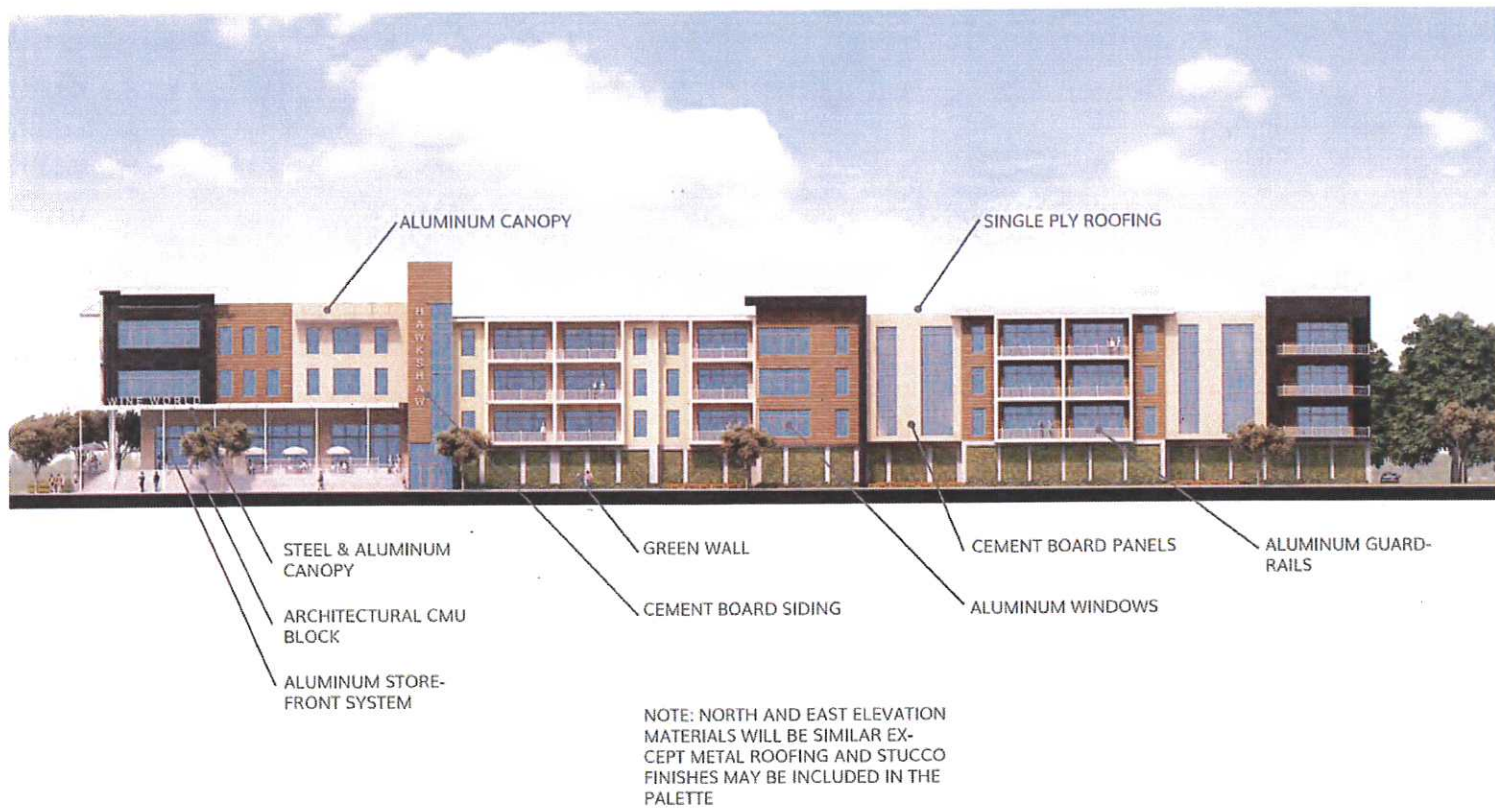
1ST FLOOR PLAN



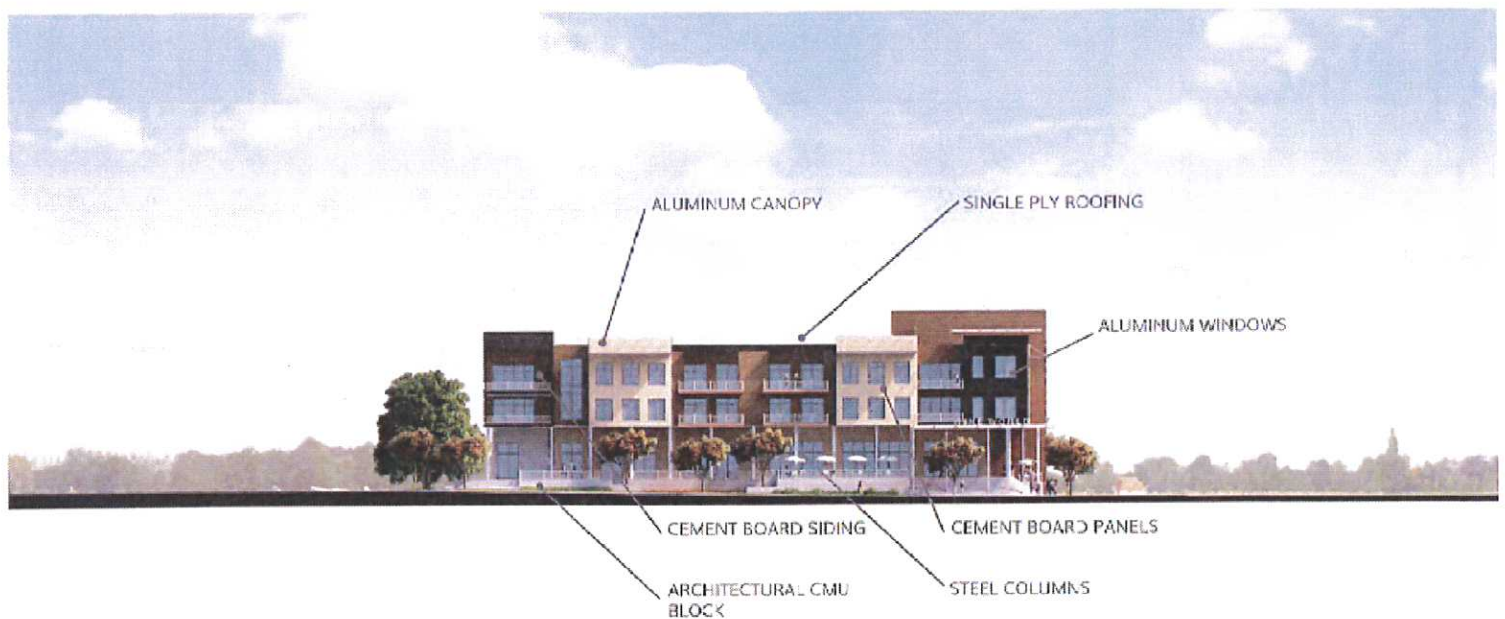
2ND & 3RD FLOOR PLAN



ROMANA STREET ELEVATION



9TH AVENUE ELEVATION



NOTE: NORTH AND EAST ELEVATION MATERIALS WILL BE SIMILAR EXCEPT METAL ROOFING AND STUCCO FINISHES MAY BE INCLUDED IN THE PALETTE

PROJECT FINANCING



CONFIDENTIAL

August 3, 2017

Robert Montgomery
6111 Rematta Street
Pensacola, Florida 32502

Re: Proposed Hawkshaw Project

Dear Bob:

We are writing to provide a letter of interest for financing from Summit Bank, N.A. in respect to a transaction with you on the Hawkshaw Project. We appreciate the time and energy you have afforded us in discussing this opportunity, and the information provided thus far.

Your long history in the Pensacola and Gulf Breeze Real Estate community, especially in regards to successful projects and subdivision development, should be commended. We look forward to a continued business relationship with you.

As we continue to spend time evaluating the proposed Hawkshaw Project, we believe that SUMMIT BANK, N.A. will bring unique value and expertise to the financing of the Project.

Transaction Overview and Structure

Based on our preliminary review of the Project information provided and subject to the conditions set forth below, SUMMIT BANK, N.A. is pleased to submit this non-binding letter of interest on the financing of the Project.

We believe that in order for this transaction to be successful our interests must be aligned.

Due Diligence Process

This Transaction is of the high priority for us, and we are request to proceed as quickly as possible; it is important that you make that same commitment to us before we expend additional time and resources pursuing this opportunity. SUMMIT BANK, N.A. has developed an understanding of the Project through our initial due diligence, including several conversations with you as well as a preliminary site review. We envision our remaining due diligence would include, but would not be limited to, collecting complete financial information of all the parties involved, appraisals and feasibility study of the Project, as well as customary legal,

organizational, and regulatory work. With your full cooperation, we believe we can expeditiously complete our due diligence, and present you with a definitive terms and subsequent commitment agreement within a reasonable timeframe.

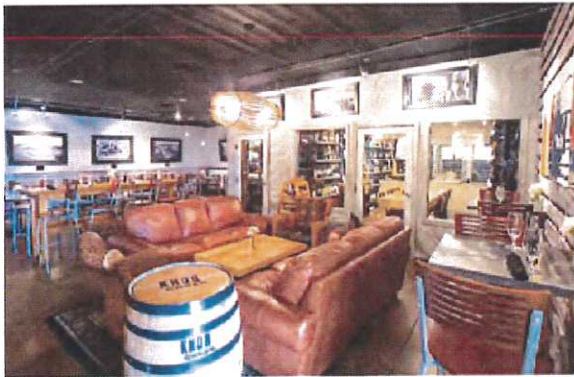
We are very excited about the potential opportunity and hope that you are equally invested in proceeding in a constructive and expeditious manner. We look forward to working with you to complete this transaction.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Morris E. McMahon".

Morris E. McMahon
Senior Vice President

(850) 431-0280 x331 • 1170 Bayview Boulevard, Pensacola, Florida 32503



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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019073841 8/23/2019 9:21 AM
OFF REC BK: 8151 PG: 1137 Doc Type: DECL
Recording \$61.00

THIRD AMENDMENT TO THE DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This Third Amendment to the Declaration of Conditions, Covenants, and Restrictions is made this 15th day of August, 2019, by Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida ("Declarant"), whose address is 222 West Main Street, Pensacola, FL 32502, and Hawkshaw Development Group, LLC, a Florida limited liability company ("Owner"), whose address is 657 E. Romana St. Pensacola, FL 32502. Defined terms shall have the meaning ascribed to them in the Declaration.

WITNESSETH:

WHEREAS, on February 21, 2018, Declarant executed a Declaration of Conditions, Covenants, and Restrictions, which was recorded in Official Records Book 7860, at Page 540 of the public records of Escambia County, Florida, encumbering the Property therein described (as amended, as set forth below, the "Declaration");

WHEREAS, the Declaration was amended by First Amendment to Declaration of Conditions, Covenants and Restrictions dated April 18, 2019, and recorded in Official Records Book 8080, at Page 1546 of the public records of Escambia County, Florida; and by Second Amendment to Declaration of Conditions, Covenants and Restrictions dated June 28, 2019 and recorded in Official Record Book 8140, at Page 471 of the public records of Escambia County, Florida;

WHEREAS, the Declarant has the absolute right to amend the Declaration in accordance with Article Six, Section 6.4, by a written instrument executed by Declarant, its successors or assigns and the then-current Owner.

WHEREAS, the Declarant and Owner desire to amend the Declaration to modify the requirements of the Project.

NOW, THEREFORE, Declarant and Owner hereby amend the Declaration as follows, with the intent and purpose that the amendments will encumber the Property and will run with the land and be binding on and inure to the benefit of the Owner.

1. The above and foregoing recitals are true and correct and adopted herein.
2. Article Two, shall hereby be deleted in its entirety with the following substituted in its place:

ARTICLE TWO
DEVELOPMENT OF THE PROPERTY

2.01 The Property shall be used and developed only as a mixed-use commercial and multi-family residential development complying with the requirements of this Article (the "Project"), and only improvements complying with the requirements of this Article shall be constructed and allowed to remain on the Property.

- (a) The Project shall consist of:
 - (i) one (1) 3-story mixed-use commercial/retail and multi-family residential building placed along the western boundary of the Property. The building shall contain (A) a restaurant and (B) retail and/or office spaces and (C) no less than eight (8) residential condominium units, and
 - (ii) two (2) 4-story residential condominium buildings placed on the easterly portion of the Property. These buildings shall contain residential condominium units.
- (b) The buildings shall be elevated to meet current and anticipated revised minimum flood elevations.
- (c) The Project shall contain paved surface parking with sufficient parking spaces to satisfy, at a minimum, applicable building code, zoning, and land use regulations.
- (d) The Project buildings and structures shall contain approximately 92,000 conditioned gross square feet and approximately 132,000 total gross square feet including conditioned square feet, parking under podium, elevated promenade, exterior corridors, and balconies. The outward appearance of the buildings shall be substantially in accordance with the renderings presented to the Declarant at its August 5, 2019 meeting.
- (e) Landscaping shall include traditional streetscapes along South 9th Avenue and Romana Street, unique urban gardens fronting Admiral Mason Park, a mix of planted in-ground materials and materials set in architectural features such as planters, seating, and other urban elements.
- (f) The Project shall contain no less than 50 residential units.

(g) No material deviation shall be made from any of the foregoing requirements of paragraphs (a) through (f), hereinabove, except with the prior written consent of the Declarant in its sole and absolute discretion.

3. Article Three shall hereby be deleted in its entirety with the following substituted in its place:

ARTICLE THREE
DEVELOPMENT MILESTONES

3.01 The Project shall be constructed upon the Property in accordance with the following:

(a) No later than September 30, 2019, Owner shall commence on-site construction of the Project and shall certify in writing to CRA that on-site construction of the improvements has commenced. Thereafter, Owner shall diligently and continuously prosecute such construction to completion. As used herein, the term "on-site construction" shall mean lot grading, lot excavation or other site work, including site work to relocate the ECUA water main, pursuant to a construction contract for the Project, or a portion thereof, between Owner and contractor physically conducted on the Property after the issuance of the required land-disturbing permit.

(b) No later than thirty (30) months after commencement of construction, Owner shall achieve substantial completion of the Project. As used in this Article, the term "substantial completion of the Project" shall mean the date that a certificate of occupancy for the Project is issued by the City of Pensacola.

(c) Any of the deadlines set forth in paragraphs (a) through (b) above shall be extended day-for-day if Owner is unable to achieve such deadline by reason of delays caused by a Force Majeure Event (hereinafter defined); provided that prior to the applicable deadline, Owner shall give CRA written notice of the occurrence of the Force Majeure Event, including the full particulars of the Force Majeure Event and the reasons for the Force Majeure Event preventing Owner from, or delaying Owner in, achieving the applicable deadline and provided, further, that Owner shall use its reasonable efforts to mitigate the effect of the Force Majeure Event. "Force Majeure Event" is defined as an event or circumstance which is beyond the control and without the fault or negligence of Owner or Owner's architects, engineers or contractors and which by the exercise of reasonable diligence the party affected was unable to prevent, which events and circumstances shall include, without limitation, the following: (a) financial upheaval, riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority; (b) abnormal weather conditions, earthquakes, flood, tornado, hurricane, other physical natural disaster or other acts of God; and (c) labor or material shortages at regional or national levels, strikes at a national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by Owner, its architects, engineers or

general contractors and which affect an essential portion of the development or construction of the Project.


(d) If Owner fails to meet any of the deadlines required by paragraphs (a) through (c) above, Owner shall pay CRA liquidated damages in the amount of \$2,500.00 per day for each day elapsing after the missed deadline until the missed deadline is achieved up to a total sum of \$100,000.00. Declarant and all subsequent Owners of the Property or any portion thereof or interest therein shall be jointly and severally liable to the CRA for the payment of such liquidated damages.


4. Except as specifically set forth above, the Declaration is hereby ratified and confirmed.

(end of text – signature pages to follow)


IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed the day and year first above written.

Witnesses:


Print Name: Victoria D'Angelo



Print Name: Helen Gibson

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

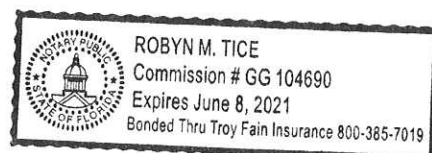

By: Jewel Cannada-Wynn
Its: Chairperson

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of August, 2019,
by Jewel Cannada-Wynn, as Chairperson of Community Redevelopment Agency of the
City of Pensacola, a public body, corporate and politic, of the State of Florida.


NOTARY PUBLIC
Print Name: ROBYN M. TICE

X Personally Known
OR
Produced Identification
Type of Identification Produced _____



IN WITNESS WHEREOF, Owner has caused this Amendment to be executed the day and year first above written.

Witnesses:



Print Name: John "Jay" Traiser



Print Name: Ciara Wheeler

HAWKSHAW DEVELOPMENT GROUP,
LLC, a Florida limited liability company



By: Robert B. Montgomery
Its: Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of August 2019, by Robert B. Montgomery, as Manager of Hawkshaw Development Group, LLC, a Florida limited liability company, on behalf of the company.



Ciara Wheeler
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG293594
Expires 4/21/2023



NOTARY PUBLIC
Print Name: Ciara Wheeler

X Personally Known
OR
Produced Identification
Type of Identification Produced _____

JOINDER OF MORTGAGEE

Summit Bank, as holder of a mortgage encumbering the Property, as described in the Declaration, hereby consents to and joins in this First Amendment to the Declaration of Conditions, Covenants and Restrictions.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by Summit Bank over the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said mortgagee to the Declaration.

Signed, sealed and delivered in
our presence as witnesses:

SUMMIT BANK

Cheryl A. Smith
Print Name: Cheryl A. Smith

Crystal Sweet
Print Name: Crystal Sweet

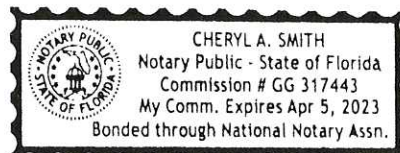
Norris F. McMahon
By: Norris F. McMahon
Its: Senior Vice President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and acknowledged before me this 12th day of August 2019, by Norris F. McMahon, as Senior Vice President of Summit Bank.

Cheryl A. Smith
NOTARY PUBLIC
Print Name: Cheryl A. Smith

☒ Personally Known
OR
☐ Produced Identification
Type of Identification Produced _____





Memorandum

File #: 21-00567

Community Redevelopment Agency 7/12/2021

ACTION ITEM

SPONSOR: Delarian Wiggins, Chairperson

SUBJECT:

INTERLOCAL AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY AND CITY OF PENSACOLA FOR FUNDING OF THE COMMUNITY MARITIME PARK STADIUM IMPROVEMENTS

RECOMMENDATION:

That the Community Redevelopment Agency approve an Interlocal Agreement between the Community Redevelopment Agency (the "Agency") and the City of Pensacola (the "City") authorizing the Agency to fund up to \$2,000,000 for certain improvements at the Community Maritime Park Blue Wahoos Stadium, including but not limited to artificial turf and LED stadium lighting.

SUMMARY:

On October 8, 2009, City Council approved the issuance of the Redevelopment Revenue Bonds, Series 2009A and Redevelopment Revenue Bonds, Series 2009B in the original aggregate principal amount of \$45,640,000 to finance the public recreation, exhibition, entertainment and exposition facilities and public infrastructure portions of the Vince Whibbs Sr. Community Maritime Park including the Blue Wahoos Stadium and other improvements in the Urban Core Community Redevelopment Area. The development of the Community Maritime Park was one of the major projects outlined in the Urban Core Community Redevelopment Plan 2010.

Under the recent restructuring of the minor leagues by Major League Baseball ("MLB"), the number of teams were reduced and new requirements for modernized facilities were issued by MLB. In order for to the Northwest Florida Professional Baseball, LLC ("NFPB") to meet MLB standards, certain improvements at the Blue Wahoos Stadium are needed. Such improvements include, but are not limited to, the conversion of the Blue Wahoos Stadium baseball field from natural grass to synthetic turf and any irrigation changes need to accommodate the conversion, the conversion of the Blue Wahoos Stadium lights to LED, the removal of existing bullpens and construction of new bullpens, the construction of new batting cages, the purchase of additional training tables, dishwashers and surveillance equipment, internet and phone upgrades, replacement of HWC chairs, painting, repairs to seats, flooring, electrical outlets and elevators. These improvements are being done to maximize the use and impact of the Vince Whibbs Sr. Community Maritime Park improvements paid for with tax increment revenues derived from the Urban Core Community Redevelopment Area.

Since the specifications of the improvements must meet MLB requirements, NFPB will coordinate the

purchase and installation of the improvements, with subsequent reimbursement by the City. By entering into this Interlocal, the Agency is agreeing to fund the Improvements in an amount up to \$2,000,000 from tax increment revenues derived from the Urban Core Community Redevelopment Area as such improvements are being done to maintain improvements paid for with tax increment revenues derived from the Urban Core Community Redevelopment Area.

PRIOR ACTION:

October 8, 2009 - City Council approved Resolution No. 33-09 providing for the issuance of the Redevelopment Revenues Bonds, Series 2009A and Redevelopment Revenue Bonds, Series 2009B (Federally Taxable - Build America Bonds) in the amount of \$45,640,000.

November 6, 2017 - Community Redevelopment Agency approved Resolution 2017-18 authorizing an interlocal agreement between the City of Pensacola and the Community Redevelopment Agency pertaining to the Urban Core Redevelopment Revenue Bonds, Series 2017.

November 9, 2017 - City Council approved Resolution No. 17-78 providing for the issuance of the Urban Core Redevelopment Revenue Bond, Series 2017 in the amount of \$8,000,000.

July 15, 2019 - Community Redevelopment Agency approved Resolution 2019-04 authorizing an interlocal agreement between the City of Pensacola and the Community Redevelopment Agency pertaining to the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

July 18, 2019 - City Council approved Resolution No. 2019-31 providing for the issuance of the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019 in the amount not to exceed \$58,200,000.

FUNDING:

| | |
|----------------------|---|
| Budget: \$ 1,543,812 | CRA Fund - Property acquisition and redevelopment |
| 220,235 | CRA Fund - Complete streets - Main St |
| 115,623 | CRA Fund - Property management - Baylen Slip |
| <u>120,330</u> | CRA Fund - Complete streets - Unallocated |
| <u>\$ 2,000,000</u> | Total Budget |

| | |
|-----------------------------|---------------------------------|
| Actual: <u>\$ 2,000,000</u> | Multi-Use Facility Improvements |
| <u>\$ 2,000,000</u> | Total |

FINANCIAL IMPACT:

To avoid funding penalties related to the use of the Urban Core Redevelopment Revenue Bonds, Series 2017 Project Funds, funding from the CRA Fund must be utilized to fund the improvements.

Funding from the CRA Fund will be re-allocated as outlined in the funding section of this item. However, allocations drawn from the property acquisition and redevelopment line item within the CRA Fund will be refunded through the Urban Core Redevelopment Revenue Bonds, Series 2017 Project

Fund. Funding re-allocated within the Urban Core Redevelopment Revenue Bonds, Series 2017 Project Fund, will include remaining budgets for the Rues Streetscape Revitalization project and project savings from the DeVilliers Streetscape Revitalization and Ferry Landing projects which include:

| | |
|---------------------|--|
| \$ 992,476 | Bond Fund - Rues Street |
| 211,496 | Bond Fund - DeVilliers Street - project savings |
| <u>129,960</u> | Bond Fund - Ferry construction - project savings |
| <u>\$ 1,333,932</u> | Total |

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/1/2021

STAFF CONTACT:

Kerrith Fiddler, Deputy City Administrator - Community Development
M. Helen Gibson, AICP, CRA Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Interlocal Agreement - CMP Stadium Improvements

PRESENTATION: Choose an item.

INTERLOCAL AGREEMENT
Community Maritime Park Stadium Improvements

between

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA,
FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** made and entered into this ____ day of July, 2021 (herein, the "Agreement"), by and between **THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a municipal corporation of the State of Florida (the "City");

W I T N E S S E T H:

WHEREAS, on September 25, 1980, the City Council of the City (the "City Council") adopted Resolution No. 55-80 which created the Community Redevelopment Agency of the City of Pensacola, Florida and declared the City Council to be the Agency as provided in Section 163.357, Florida Statutes; and

WHEREAS, pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council designated the boundaries and found and determined that an area designated therein as the "Urban Core Community Redevelopment Area" is a blighted area as therein described and that the rehabilitation, conservation and redevelopment is necessary and in the public interest; and

WHEREAS, pursuant to Sections 163.2520 and 163.387, Florida Statutes, on March 8, 1984, the City Council enacted Ordinance No. 13-84, creating and establishing the Urban Core Community Redevelopment Trust Fund (the "Trust Fund"); and

WHEREAS, pursuant to Resolution No. 15-84, on March 17, 1984, the City Council approved the Community Redevelopment Plan for the Urban Core Community Redevelopment Area, dated March 1984 (the "1984 Plan") and the Community Redevelopment Project described therein, which 1984 Plan was modified and amended pursuant to Resolution No. 19-89 adopted by the City Council on April 6, 1989, and subsequently repealed and replaced with the "Urban Core Community Redevelopment Plan 2010" pursuant to Resolution No. 02-10 adopted by the City Council on January 14, 2010 (the "Redevelopment Plan"); and

WHEREAS, the Agency is responsible for implementation of community redevelopment plans providing for the redevelopment, rehabilitation and improvement of community redevelopment areas in the City; and

WHEREAS, the City and the Agency have determined to redevelop and revitalize the Urban Core Community Redevelopment Area as a visibly attractive, economically viable, and socially desirable area of the City; and

WHEREAS, pursuant to Resolution No. 33-09 adopted by the City Council of the City on October 8, 2009 (the "Original Bond Resolution"), the City previously issued its City of Pensacola, Florida Redevelopment Revenue Bonds, Series 2009A (the "Series 2009A Bonds") and Redevelopment Revenue Bonds, Series 2009B (Federally Taxable-Build America Bonds – Direct Payment) in the original aggregate principal amount of \$45,640,000 (the "2009B Bonds" and, together with the Series 2009A Bonds, the "2009 Bonds") to finance the public recreation, exhibition, entertainment and exposition facilities and public infrastructure portions of the Vince Whibbs Sr. Community Maritime Park and other improvements in the Urban Core Community Redevelopment Area, including the Blue Wahoos Stadium; and

WHEREAS, at the request of the Agency, the City previously issued its City of Pensacola, Florida Urban Core Redevelopment Revenue Bond, Series 2017 (the "2017 Bond") in the original aggregate principal amount of \$8,000,000, pursuant to the Original Bond Resolution, as supplemented by Resolution No. 17-78 adopted by the City Council of the City on November 9, 2017 (the "2017 Resolution") to finance the 2017 Project (as defined in the 2017 Resolution) in the Urban Core Community Redevelopment Area; and

WHEREAS, at the request of the Agency, the City previously issued its City of Pensacola, Florida Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019 (the "2019 Bond," and together with the 2017, the "Outstanding Bonds") in the original aggregate principal amount of \$58,140,000, pursuant to the Original Bond Resolution, as supplemented by Resolution No. 2019-31 adopted by the City Council of the City on July 18, 2019 (the "2019 Resolution" and, together with the Original Resolution, the "Bond Resolution") to finance the advance refunding of the 2009B Bonds and the 2019 Project (as defined in the 2019 Resolution) in the Urban Core Community Redevelopment Area; and

WHEREAS, the City and the Agency previously entered into interlocal agreements pursuant to Section 163.01, Florida Statutes, which are recorded at O. R. Book 7599, Page 1280 of the Public Records of Escambia County, Florida, and O. R. Book 8147, Page 644 of the Public Records of Escambia County, Florida, respectively, to document the Agency's obligation to fund, reimburse, and repay debt obligations incurred by the City at the Agency's request, including but not limited to the Outstanding Bonds, from legally available monies of the Agency including tax increment revenues deposited to the Trust Fund (collectively, the "Senior Debt Obligations"); and

WHEREAS, the City and Northwest Florida Professional Baseball, LLC, ("NFPB") have entered into that certain Multi-Use Facility Non-Exclusive Use Agreement dated July 20, 2011 (as amended from time to time, and particularly as amended by the Fifth Amendment To Multi-Use Facility Non-Exclusive Use Agreement, the "Use Agreement") pursuant to which the City has agreed to fund up to \$2,000,000 towards the total cost of improvements for the Vince Whibbs Sr. Community Maritime Park Blue Park Stadium which improvements include without limitation the Multi-Use Facility as such term is defined therein (the "Project"); and

WHEREAS, such improvements are contemplated by the Redevelopment Plan and constitute community redevelopment undertakings which may be funded through tax increment revenues of the Agency; and

WHEREAS, in accordance with the intent and purpose of Section 163.01, Florida Statutes, the parties have elected to enter into this Agreement to jointly and collectively provide a contribution toward the cost of the Project, as more particularly described in Section 4 below; and

WHEREAS, the City and the Agency have determined that this Agreement, the Project and the expenditures contemplated hereunder serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the Urban Core Community Redevelopment Area consistent with the Urban Core Community Redevelopment Plan.

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the sufficiency of which is hereby acknowledged by the City and the Agency agree as follows:

Section 1. Authority. This Agreement is entered into pursuant to and under the authority of the City Charter; Section 163.01, Florida Statutes; the Community Redevelopment Act of 1969 (the "Act"), codified in Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, and other applicable law, as amended and supplemented.

Section 2. Incorporation of Recitals. The recitals set forth above are hereby incorporated into the terms of this Agreement.

Section 3. Purpose. The purpose of this agreement is to provide for a source of funds to finance the design, construction and acquisition of the project as described below.

Section 4. Project Description. The Project contemplates certain improvements at the Multi-Use Facility identified in Attachment A, incorporated herein by reference. Such improvements may include, but are not limited to, the conversion of the Blue Wahoos Stadium baseball field from natural grass to synthetic turf and any irrigation changes needed to accommodate the conversion, the conversion of the Blue Wahoos Stadium lights to LED, the removal of existing bullpens and construction of new bullpens, the construction

of new batting cages, the purchase of additional training tables, dishwashers and surveillance equipment, internet and phone upgrades, replacement of HWC chairs, painting, repairs to seats, flooring, electrical outlets and elevators all in furtherance of maximizing the use and impact of the Vince Whibbs Sr. Community Maritime Park improvements paid for with tax increment revenues derived from the Urban Core Community Redevelopment Area. The description of the Project set forth herein shall be liberally construed to effectuate the purposes of this Agreement.

Section 5. Funding and Disbursement.

(A) Project Cost. The City and Agency will contribute a principal amount estimated to be \$2,000,000 toward the overall cost of the Project, as further described in Attachment A.

(B) Disbursement. The City will provide such funding to NFPB pursuant to invoices or as otherwise provided in the Use Agreement.

(C) Agency Reimbursement. The Agency will reimburse or pay at the City's direction an amount not to exceed \$2,000,000 for the City's contribution to the Project pursuant to the Use Agreement, from funds derived from tax increment currently on deposit in the Trust Fund; provided, however, that the Agency's obligation to pay or reimburse the City hereunder shall be junior and subordinate to the Senior Debt Obligations.

Section 6. Term. This Agreement shall become effective upon execution by the Parties and continue in full force and effect until the obligations hereunder approved by this Agreement, including principal and accumulated interest, has been fully repaid.

Section 7. Amendments. This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

Section 8. Assignment. No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

Section 9. Severability. The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

Section 10. Controlling Law; Venue. Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

Section 11. Members Not Liable.

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

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

Section 12. Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof.

Section 13. Notices.

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

To the CRA: The Community Redevelopment Agency of
 the City of Pensacola, Florida
 222 W. Main St.
 Pensacola, Florida 32502
 Attention: Administrator

To the City: City of Pensacola
 222 W. Main St.
 Pensacola, Florida 32502
 Attention: Mayor

(B) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to

that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

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

Section 14. Execution of Agreement. This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in this Article, his or her signature shall nevertheless be valid and sufficient for all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

Section 15. Limited Obligation. Neither the full faith and credit of the City, the Agency or of the State of Florida or any political subdivision thereof is pledged to meet the funding obligations hereunder, and no party shall ever have the right to compel any exercise of any ad valorem taxing power of the City, the Agency or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce any payment or funding of money provided for hereunder. This Agreement shall not constitute a lien upon any property of the City or the Agency except in the manner and to the express extent described herein.

Section 16. City and Agency Not Liable. Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

Section 17. Filing with County Clerk of the Court. The City is hereby authorized and directed after approval of this Agreement by the Agency and the City and the execution hereof to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County, Florida, as provided by Section 163.01(11), Florida Statutes.

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

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF
PENSACOLA, FLORIDA

Attest:

Delarian Wiggins, Chairperson

Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

Legal in Form and Valid as Drawn:

Grover C. Robinson, IV, Mayor

Susan Woolf, City Attorney

Attest:

Approved as to Content:

Ericka L. Burnett, City Clerk

Amy Lovoy
Finance Director

Approved as to Content:

M. Helen Gibson
Community Redevelopment Agency
Administrator

[Signature Page to Interlocal Agreement]

ATTACHMENT A

Summary of Capital Projects and Estimated Cost Required before Lease extension/option Exercise.

| | <u>Estimated Cost</u> |
|--|--------------------------------------|
| Capital Expenses for Updated MLB Standards | |
| 1. Bullpens Moved to left field | \$ 270,000.00 |
| 2. Internet & Phones for MLB standards | 12,500.00 |
| 3. Surveillance Equipment for a command post MLB required | 10,000.00 |
| 4. Batting Cage MLB required 2 | 50,000.00 |
| 5. Additional training tables | 1,000.00 |
| 6. Artificial Field | 1,053,000.00 |
| 7. Irrigation for Field | 4,000.00 |
| 8. Lights | 515,000.00 |
| 9. (2) Dishwasher (other appliances on site) | 1,000.00 |
| Subtotal Estimated Cost of Items need for MLB Standards | <u>1,916,500.00</u> |
| Other Upkeep & Age related Repairs | |
| 10. HWC Chair Replacement (64) | 25,600.00 |
| 11. Interior Painting | 15,000.00 |
| 12. Regions Seating repair (73) | 7,500.00 |
| 13. Flooring in Winn Dixie Deck | 7,500.00 |
| 14. Water Accessing Electrical Outlets | 1,000.00 |
| 15. Elevator Servicing (pre-season checkup) | 1,000.00 |
| 16. Painting HWC Poles (not covered by insurance) | 1,200.00 |
| Subtotal Estimated Cost of Stadium Upkeep and Agree Related Repairs | <u>58,800.00</u> |
| Total of Estimated Cost of Required Capital Improvements | \$ <u><u>1,975,300.00</u></u> |



Memorandum

File #: 21-00591

Community Redevelopment Agency 7/12/2021

ACTION ITEM

SPONSOR: Delarian Wiggins, Chairperson

SUBJECT:

AMENDMENT OF CONTRACT WITH SCAPE LANDSCAPE ARCHITECTURE DPC FOR DESIGN ASSISTANCE SERVICES FOR THE BRUCE BEACH WATERFRONT REDEVELOPMENT PROJECT.

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) amend the contract with SCAPE Landscape Architecture DPC for design services for the Bruce Beach waterfront redevelopment project. Further, that the CRA authorize the Chairperson to take all actions necessary to negotiate and execute the necessary contract amendment.

SUMMARY:

Goals of the 2019 Pensacola Waterfront Framework and Catalytic Projects Master Plan include creating a more connected public realm and expanded waterfront access, highlighting and celebrating local ecology, promoting equity and inclusion in public space, and preserving cultural heritage.

On October 5, 2020, the CRA approved a contract with SCAPE Landscape Architecture DPC in an amount not to exceed \$75,000 to provide design consistency services for the Bruce Beach waterfront redevelopment project. An amendment to the contract with SCAPE is recommended for additional services to facilitate the design and development of interpretive signage memorializing the African American cultural heritage associated with Bruce Beach.

PRIOR ACTION:

October 5, 2020 - The CRA approved a contract for design services with SCAPE Landscape Architecture DPC in an amount not to exceed \$75,000.

FUNDING:

Budget: Not to exceed \$150,000

Actual: Not to exceed \$150,000

FINANCIAL IMPACT:

The proposed amendment to the contract will be an additional \$75,000 with a total amount not to exceed \$150,000. Funding is available from the Urban Core 2019 Bond proceeds appropriated to the Hashtag and Bruce Beach projects.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/6/2021

STAFF CONTACT:

Kerrith Fiddler, Deputy City Administrator - Community Development
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) Amendment to Contract With SCAPE Landscape Architecture DPC (To Be Distributed)

PRESENTATION: No