

THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.
6. SEE ORDERLY CONDUCT OF MEETINGS. POLICY.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

REPLACEMENT AGENDA

Board of County Commissioners

Special Meeting – November 19, 2018 – 9:00 a.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

2. Did the Clerk's Office receive the proofs of publication for the Public Hearing on the agenda and the Board's Weekly Meeting Schedule?

Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit establishing proof of publication for the Public Hearing on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule.

3. Are there any items to be added to the agenda?

Recommendation: That the Board adopt the agenda as prepared (**or duly amended**).

4. Commissioners' Forum

5. Presentation of plaques to the following appointees appointed by Commissioner Grover Robinson, IV, to various Boards and Committees:

BOARD OF ADJUSTMENT

Auby D. Smith - April 19, 2007 – November 19, 2018

ESCAMBIA COUNTY DISABILITY AWARENESS COMMITTEE

Paul Viksne - June 7, 2018 – November 19, 2018

ESCAMBIA MARINE ADVISORY COMMITTEE

David Dodson - November 19, 2002 – November 19, 2018

6. 9:01 a.m. Public Hearing concerning the review of an Ordinance amending the Land Development Code, Chapter 3, Zoning Regulations, Article 1, General Provisions, Article 2, Mainland Districts, Article 4, Perdido Key Districts, Article 5, Pensacola Beach Districts and Chapter 6, Definitions

Recommendation: That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) amending Chapter 3, Zoning Regulations, Article 1, General Provisions, amending Section 3-1.4(j) "Compassionate Use of Low-THC and Medical Cannabis" to authorize medical use of marijuana as outlined in Section 381.986, Florida Statutes (2018), as amended, and Florida Administrative Code 64-4: as amended, as an allowed use within Escambia County; amending Article 2, Mainland Districts, Article 4, Perdido Key Districts, and Article 5, Pensacola Beach Districts, adding "Marijuana Dispensing Facilities" as a permitted use and amending Chapter 6, Definitions to define necessary terms related to marijuana dispensing facilities.

7. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the December 1st Fireworks Display from a Barge off Quietwater Beach - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measurement when measured by a sound level meter at or within the property boundary of the receiving land use) for the Fireworks Event from a Barge on the Soundside of Quietwater Beach for the Soundside Merchants Association Lighted Boat Parade on December 1, 2018, from 7:30 p.m., to 8:00 p.m.

8. Recommendation Concerning Local Government Verification of Contribution Loan Forms for RFA 2018-116 SAIL Financing of Affordable Multifamily Developments with Bonds and Housing Credits - Tonya Green, Neighborhood & Human Services Director

That the Board approve and authorize the Acting County Administrator to sign the Local Government Verification of Contribution Loan Forms for RFA 2018-116 SAIL Financing of Affordable Multifamily Developments with Bonds and Housing Credits for Summer Meadows, in the amount of \$137,500 (\$37,500 minimum contribution plus \$100,000 special needs set-aside).

[Funding: Escambia County Housing Finance Authority; Fund 120, SHIP; and/or Fund 124, Affordable Housing]

9. Recommendation Concerning Local Government Area of Opportunity for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments Located in Medium Counties - Tonya Green, Neighborhood & Human Services Director

That the Board select Hampton Pines, Hayden Place Apartments, or New Life Estates, and approve and authorize the County Administrator or Assistant County Administrator to sign the Local Government Verification of Contribution Loan Form in support of the Local Government Area of Opportunity for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments located in Medium Counties for the selected development.

[Funding: Escambia County Housing Finance Authority; Fund 120, SHIP; and/or Fund 124, Affordable Housing]

10. Recommendation Concerning Public Official Bonds for Commissioner Elect Douglas B. Underhill and Commissioner Elect Robert D. Bender - Amy Lovoy, Acting County Administrator

That the Board approve the following Public Official Bonds through Fisher Brown, Inc., as bond agent, as outlined in Florida Statutes 137.04, and filed with the Clerk of the Circuit Court and Comptroller's Office:

A. Commissioner Elect Douglas B. Underhill, District 2, \$2,000, Old Republic Surety Company, Brookfield, Wisconsin, Bond Number W150209545, effective November 20, 2018, to November 21, 2022; and

B. Commissioner Elect Robert D. Bender, District 4, \$2,000, Travelers Casualty and Surety Company of America, Hartford, Connecticut, Bond Number 107005485, effective November 20, 2018, to November 21, 2022.

[Funds for the cost of these bonds are budgeted under Risk Management in Cost Center 140835/Account 54501]

11. Recommendation Concerning the Hold Harmless and Indemnification Agreement for Winterfest of Pensacola, Inc. - Amy Lovoy, Acting County Administrator

That the Board approve and authorize the County Administrator to sign the Hold Harmless and Indemnification Agreement with Winterfest of Pensacola, Inc., to use both plaza entrances into the Ernie Lee Magaha Government Building, located at 221 Palafox Place, and the main entrance and basement of the Escambia County Old Courthouse building, located at 223 Palafox Place, during the Pensacola Winterfest Event on the following dates: November 16-18, 23-25, and 30, 2018; and December 1-2, 7-9, 14-16, and 21-24, 2018. Winterfest shall remove all equipment and other personal property and restore the premises to the original condition on or before the close of business on Friday, January 4, 2019.

12. Recommendation Concerning the Approval and Adoption of the 2019 Holiday Calendar - Amy Lovoy, Acting County Administrator

That the Board approve and adopt the 2019 Holiday Calendar, which includes one floating holiday that each employee can use as they desire.

13. Recommendation Concerning the OLF8 Master Plan Request for Proposals - Horace Jones, Development Services Department Director

That the Board discuss the OLF8 Master Plan Request for Proposals.

14. Recommendation Concerning the Escambia County Legislature Requests - 2019 - Joy Jones, P.E., Public Works Department Director

That the Board discuss and prioritize the Escambia County Legislature Requests for 2019 and direct County staff to prepare and submit the House and Senate Appropriation Request Forms.

15. Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Special BCC Meeting

6.

Meeting Date: 11/19/2018

Issue: 9:01 a.m. - A Public Hearing Concerning the Review of an Ordinance Amending the LDC, Ch. 3, Art. 1, 2, 4, and 5, and Ch. 6

From: Horace Jones, Director

Organization: Development Services

Information

RECOMMENDATION:

9:01 a.m. Public Hearing concerning the review of an Ordinance amending the Land Development Code, Chapter 3, Zoning Regulations, Article 1, General Provisions, Article 2, Mainland Districts, Article 4, Perdido Key Districts, Article 5, Pensacola Beach Districts and Chapter 6, Definitions

Recommendation: That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) amending Chapter 3, Zoning Regulations, Article 1, General Provisions, amending Section 3-1.4(j) "Compassionate Use of Low-THC and Medical Cannabis" to authorize medical use of marijuana as outlined in Section 381.986, Florida Statutes (2018), as amended, and Florida Administrative Code 64-4: as amended, as an allowed use within Escambia County; amending Article 2, Mainland Districts, Article 4, Perdido Key Districts, and Article 5, Pensacola Beach Districts, adding "Marijuana Dispensing Facilities" as a permitted use and amending Chapter 6, Definitions to define necessary terms related to marijuana dispensing facilities.

BACKGROUND:

Section 381.986, Florida Statutes (2018), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate, process, and medical cannabis for use by qualified patients. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight. Escambia Board of County Commissioners finds that it is in the best interests of the health, safety, and welfare of its citizens to authorize Medical Marijuana Treatment Centers within the boundaries of the County.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance with Exhibits

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Escambia Board of County Commissioners finds that it is in the best interests of the health, safety, and welfare of its citizens to authorize Medical Marijuana Treatment Centers within the boundaries of the County.

Section 1. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 1, General Provisions, Section 3-1.4(j), Compassionate Use of Low-THC and Medical Cannabis, is hereby amended as shown in **Exhibit A**, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

1 **Section 2.** Part III of the Escambia County code of Ordinances, the Land Development
2 Code of Escambia County, Chapter 3, Zoning Regulations, Article 2, Mainland Districts,
3 Sections 3-2.2, 3-2.4, 3-2.6, 3-2.9, 3-2.10, and 3-2.11, are hereby amended as shown in
4 attached **Exhibit B**, (words underlined are additions and words ~~stricken~~ are deletions),
5 which is incorporated herein by reference.

6 **Section 3.** Part III of the Escambia County code of Ordinances, the Land Development
7 Code of Escambia County, Chapter 3, Zoning Regulations, Article 4 Perdido Key Districts,
8 Sections 3-4.5, 3-4.6 and 3-4.7 are hereby amended as shown in attached **Exhibit C**,
9 (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated
10 herein by reference.

11 **Section 4.** Part III of the Escambia County code of Ordinances, the Land Development
12 Code of Escambia County, Chapter 3, Zoning Regulations, Article 5, Pensacola Beach
13 Districts, Sections 3-5.4, 3-5.6 and 3-5.7 are hereby amended created as shown in
14 attached **Exhibit D**, (words underlined are additions and words ~~stricken~~ are deletions),
15 which is incorporated herein by reference.

16 **Section 5.** Part III of the Escambia County code of Ordinances, the Land Development
17 Code of Escambia County, Chapter 6, Definitions, Section 6-0.3 Terms defined, are
18 hereby amended created as shown in attached **Exhibit E**, (words underlined are
19 additions and words ~~stricken~~ are deletions), which is incorporated herein by reference

20 **Section 6.** **Severability.**

21 If any section, sentence, clause or phrase of this ordinance is held to be invalid or
22 unconstitutional by a court of competent jurisdiction, the holding shall in no way affect the
23 validity of the remaining portions of this ordinance.

24 **Section 7.** **Inclusion in the code.**

25 The Board of County Commissioners intends that the provisions of this ordinance
26 will be codified as required by Section 125.68, Florida Statutes (2018), and that the
27 sections of this ordinance may be renumbered or relettered and the word "ordinance" may
28 be changed to "section," "article," or such other appropriate word or phrase in order to
29 accomplish its intentions.

Section 8. Effective date.

This ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

EXHIBIT A

Section 3-1.4 Allowed Uses

(j) ~~Compassionate use of low-THC and medical~~ Medical use of cannabis. Section 381.986, Florida Statutes (20148), as amended, and Florida Administrative Code Chapter 64-4, as amended, authorize a limited number of dispensing organizations throughout the State of Florida to cultivate, process, and dispense ~~low-tetrahydrocannabinol (low-THC)~~ medical cannabis for use by qualified patients. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight.

(1) **Intent.** The intent of this article is to establish the criteria for the location and permitting of facilities that dispense ~~low-THC~~ medical cannabis by State authorized dispensing organizations in accordance with Section 381.986, Florida Statutes (20148), as amended, and Florida Administrative Code Chapter 64-4, as amended.

(2) **Applicability.** The provisions of this section shall be applicable in the unincorporated areas of Escambia County. This section shall only be construed to allow the dispensing of ~~low-THC~~ medical cannabis by a state-approved dispensing organization for medical use. The sale of cannabis or marijuana is prohibited in Escambia County except in accordance with this provision.

This provision does not exempt a person from prosecution in any criminal offense related to impairment or intoxication resulting from the ~~medical use of low-THC cannabis~~ or medical cannabis or relieve a person from any requirement under law to submit to a breath, blood, urine, or other test to detect the presence of a controlled substance.

EXHIBIT B

1 **Sec. 3-2.2 Agricultural district (Agr).**

2 **(a) Purpose.** The Agricultural (Agr) district establishes appropriate areas and land use
3 regulations for the routine agricultural production of plants and animals, and such
4 related uses as silviculture and aquaculture. The primary intent of the district is to avoid
5 the loss of prime farmland to other uses, its division into smaller parcels of multiple
6 owners, and other obstacles to maintaining or assembling sufficient agricultural acreage
7 for efficient large-scale farming. Other than agricultural production, non-residential uses
8 within the Agricultural district are generally limited to rural community uses that directly
9 support agriculture, and to public facilities and services necessary for the basic health,
10 safety, and welfare of a rural population. The absence of urban or suburban
11 infrastructure is intentional. Residential uses within the district are largely self-
12 sustaining, consistent with rural land use and limited infrastructure. Single-family
13 dwellings are allowed at a very low density sufficient for the needs of the district's farm-
14 based population.

15 **(b) Permitted uses.** Permitted uses within the Agricultural district are limited to the
16 following:

17 **(1) Residential.**

18 **a.** Manufactured (mobile) homes, excluding new or expanded manufactured
19 home parks or subdivisions.

20 **b.** Single-family dwellings (other than manufactured homes), detached only.
21 Maximum single-family lot area within any proposed subdivision of 100 acres or
22 more of prime farmland shall be one and one-half acres. See also conditional
23 uses in this district.

24 **(2) Retail sales.**

25 **a.** ~~Low-THC~~ Medical marijuana dispensing facilities. Where ancillary to cultivation or
26 processing, dispensing of ~~low-THC~~ medical marijuana shall also be permitted in
27 the Agr Zoning district

28 **b.** No other retail sales except as permitted agricultural and related uses in this
29 district.

EXHIBIT B

Sec. 3-2.4 Rural Mixed-use district (RMU).

(a) Purpose. The Rural Mixed-use (RMU) district establishes appropriate areas and land use regulations for a mix of low density residential uses and compatible nonresidential uses within areas that have historically developed as rural or semi-rural communities. The primary intent of the district is to sustain these communities by allowing greater residential density, smaller residential lots, and a more diverse mix of non-residential uses than the Agricultural or Rural Residential districts, but continue to support the preservation of agriculturally productive lands. The RMU district allows public facilities and services necessary for the health, safety, and welfare of the rural mixed-use community, and other non-residential uses that are compact, traditionally neighborhood supportive, and compatible with rural community character. District communities are often anchored by arterial and collector streets, but they are not characterized by urban or suburban infrastructure. Residential uses are generally limited to detached single-family dwellings, consistent with existing rural communities and limited infrastructure.

(b) Permitted uses. Permitted uses within the RMU district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes, excluding new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached only, on lots one half acre or larger. See also conditional uses in this district.

(2) Retail sales. The following small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales with no outdoor storage:

a. Automotive fuel sales.

b. Convenience stores.

c. Drugstores.

d. Grocery or food stores, including bakeries and butcher shops whose products are prepared and sold on the premises.

e. Hardware stores.

f. ~~Low-THC~~ Medical marijuana dispensing facilities.

See also permitted agricultural and related uses and conditional uses in this district.

EXHIBIT B

Sec. 3-2.6 Low Density Mixed-use district (LDMU).

(a) Purpose. The Low Density Mixed-use (LDMU) district establishes appropriate areas and land use regulations for a complementary mix of low density residential uses and compatible non-residential uses within mostly suburban areas. The primary intent of the district is to provide for a mix of neighborhood-scale retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Residential district. Additionally, the LDMU district is intended to rely on a pattern of well-connected streets and provide for the separation of suburban uses from more dense and intense urban uses. Residential uses within the district include most forms of single-family, two-family and multi-family dwellings.

(b) Permitted uses. Permitted uses within the LDMU district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes within manufactured home parks or subdivisions, including new or expanded manufactured home parks and subdivisions.

b. Single-family dwellings (other than manufactured homes), attached or detached, including townhouses and zero lot line subdivisions.

c. Two-family dwellings (duplex) and multi-family dwellings up to four units per building (triplex and quadruplex). See also conditional uses in this district.

(2) Retail sales. Small-scale (gross floor area 6000 sq. ft. or less per lot) retail sales, or retail sales within a neighborhood retail center no greater than 35,000 square feet per lot and containing a mix of retail sales and services. Retail sales including, Low-THC Medical marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor or motor vehicles, and exclude permanent outdoor storage, display, or sales.

See also conditional uses in this district.

EXHIBIT B

Sec. 3-2.9 High Density Mixed-use district (HDMU).

(a) Purpose. The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

(b) Permitted uses. Permitted uses within the HDMU district are limited to the following:

(1) Residential. The following residential uses are allowed throughout the district, but if within a Commercial (C) future land use category they are permitted only if part of a predominantly commercial development.

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including manufactured home subdivisions, but excluding new or expanded manufactured home parks. **c.** Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions. **d.** Two-family and multi-family dwellings. See also conditional uses in this district.

(2) Retail sales. Small-scale (gross floor area 6000 sq. ft. or less per lot) retail sales including ~~Low-THC~~ Medical marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor, automotive fuels, or motor vehicles, and excluding permanent outdoor storage, display, or sales.

See also conditional uses in this district.

EXHIBIT B

1 **Sec. 3-2.10 Commercial district (Com).**

2 **(a) Purpose.** The Commercial (Com) district establishes appropriate areas and land
3 use regulations for general commercial activities, especially the retailing of commodities
4 and services. The primary intent of the district is to allow more diverse and intense
5 commercial uses than the neighborhood commercial allowed within the mixed-use
6 districts. To maintain compatibility with surrounding uses, all commercial operations
7 within the Commercial district are limited to the confines of buildings and not allowed to
8 produce undesirable effects on surrounding property. To retain adequate area for
9 commercial activities, new and expanded residential development within the district is
10 limited, consistent with the Commercial (C) future land use category.

11 **(b) Permitted uses.** Permitted uses within the Commercial district are limited to the
12 following:

13 **(1) Residential.** The following residential uses are allowed throughout the district,
14 but if within the Commercial (C) future land use category they are permitted only if
15 part of a predominantly commercial development:

16 **a.** Group living, excluding dormitories, fraternity and sorority houses, and
17 residential facilities providing substance abuse treatment, post-incarceration
18 reentry, or similar services.

19 **b.** Manufactured (mobile) homes, including new or expanded manufactured
20 home parks or subdivisions.

21 **c.** Single-family dwellings (other than manufactured homes), detached or
22 attached, including townhouses and zero lot line subdivisions.

23 **d.** Two-family and multi-family dwellings. See also conditional uses in this district.

24 **(2) Retail sales.** Retail sales, including ~~Low-THC~~ Medical marijuana dispensing
25 facilities, sales of alcoholic beverages and automotive fuels, but excluding motor
26 vehicle sales and permanent outdoor storage.

27 See also conditional uses in this district.

EXHIBIT B

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

(b) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(1) Residential. Any residential uses if outside of the Industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) Retail sales. Retail sales including ~~Low-THC~~ Medical marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

EXHIBIT C

1 **Sec. 3-4.5 Commercial district, Perdido Key (Com-PK).**

2 **(a) Purpose.** The Commercial district (Com-PK) establishes appropriate areas and land
3 use regulations primarily for the retailing of commodities and selected services. The
4 regulations are intended to permit and encourage essential neighborhood commercial
5 uses while protecting nearby residential properties from adverse impacts of commercial
6 activity.

7 **(b) Permitted uses.** Permitted uses within the Com-PK district are limited to the
8 following:

9 **(1) Residential.**

10 **a.** Single-family dwellings, attached or detached, including townhouses but
11 excluding manufactured (mobile) homes.

12 **b.** Two-family and multi-family dwellings.

13 **(2) Retail sales.** Retail sales, including ~~Low-THC~~ Medical marijuana dispensing
14 facilities, excluding outdoor display or sales. Sales of alcoholic beverages shall be at
15 least 100 feet from any residential zoning district (LDR-PK, MDR-PK, and HDR-PK) as
16 measured between the exterior wall of the store and the boundary of the residential
17 zoning.

EXHIBIT C

1 **Sec. 3-4.6 Commercial Core district, Perdido Key (CC-PK).**

2 **(a) Purpose.** The Commercial Core (CC-PK) district establishes appropriate areas and
3 land use regulations primarily for intense residential development and retailing of resort-
4 related commodities and services. The regulations are intended to permit and
5 encourage mixed-use development, including residential and lodging uses at high
6 densities, and commercial uses associated with resort areas.

7 **(b) Permitted uses.** Permitted uses within the CC-PK district are limited to the
8 following:

9 **(1) Residential.**

10 a. Single-family dwellings, attached or detached, including townhouses but
11 excluding manufactured (mobile) homes. b. Two-family and multi-family
12 dwellings.

13 **(2) Retail sales.** Retail sales, including ~~Low-THC~~ Medical marijuana dispensing
14 facilities, excluding outdoor display or sales. Sales of alcoholic beverages shall
15 be at least 100 feet from any residential zoning district (LDR-PK, MDR-PK, and
16 HDR-PK) measured as the shortest distance between any exterior wall of the
17 store and the boundary line of the residential zoning.

EXHIBIT C

1 **Sec. 3-4.7 Commercial Gateway district, Perdido Key (CG-PK).**

2 **(a) Purpose.** The Commercial Gateway (CG-PK) district establishes appropriate areas
3 and lands use regulations for gateways into Perdido Key. The intent is to provide an
4 identity to the Key as a visually attractive, family style, resort community. The district is
5 characterized by resort-related commercial uses, including hotels and motels, as well as
6 high density residential development.

7 **(b) Permitted uses.** Permitted uses within the CG-PK district are limited to the
8 following:

9 **(1) Residential.**

10 **a.** Single-family dwellings, attached or detached, including townhouses but
11 excluding manufactured (mobile) homes.

12 **b.** Two-family and multi-family dwellings.

13 **(2) Retail sales.** Retail sales, including ~~Low-THC~~ Medical marijuana dispensing
14 facilities, excluding outdoor display or sales. Sales of alcoholic beverages shall
15 be at least 100 feet from any residential zoning district (LDR-PK, MDR-PK, and
16 HDR-PK) measured as the shortest distance between any exterior wall of the
17 store and the boundary line of the residential zoning.

EXHIBIT D

Sec. 3-5.4 Medium density residential/commercial (MDR/C-PB). Areas delineated as medium density residential/commercial are for mixed uses including medium density residential, motel, hotel and limited accessory retail uses. Densities shall be in the range of five to 15 units per acre for residential use and for a mix of residential and motel/hotel uses. For developments consisting solely of motel/hotel development, where the application of the five to 15 density range will result in a reduction of the existing number of units, or where such density restrictions will impede efficient motel/hotel development, the Santa Rosa Island Authority may, but shall not be obligated to, recommend conditional use approval to the Escambia County Board of Adjustments such that motel/hotel development may be increased up to a maximum of 20 units per acre. This special exception shall not apply to condominium dwellings which are made available for rental use.

(a) Permitted uses. The following types of uses are permitted under MDR/C-PB:

- (1) Duplexes.
- (2) Triplexes.
- (3) Multiple dwellings.
- (4) Motel and hotels.
- (5) Restaurants.
- (6) Tourist related retail goods.
- (7) Marinas, etc.
- (8) Cocktail lounges and package stores.
- (9) Miscellaneous convenience goods stores.
- (10) Professional offices.
- (11) Realty and property rental offices.
- (12) Personal service establishments.
- (13) Medical marijuana dispensing facilities.

EXHIBIT D

Sec. 3-5.6 High density residential/commercial (HDR/C-PB). Areas delineated as high density residential/commercial are for mixed uses including high density residential, hotel and limited accessory retail uses. Densities shall be in the range of 16 to 30 units per acre for residential uses and for a mix of residential and hotel uses. For development consisting solely of hotel development, where the application of the 16 to 30 density range will result in a reduction of the existing number of units, or where such density restrictions will impede efficient hotel development, the SRIA may, but shall not be obligated to, recommend conditional use approval to the BOA such that hotel development may be increased up to a maximum of 50 units per acre. This conditional use shall not apply to condominium dwellings which are made available for rental use.

(a) Permitted uses. The following types of use are permitted under HDR/C-PB:

- (1)** Condominiums.
- (2)** Motels and hotels.
- (3)** Restaurants.
- (4)** Tourist related retail goods.
- (5)** Marinas, etc.
- (6)** Cocktail lounges and package stores.
- (7)** Miscellaneous convenience goods stores.
- (8)** Professional offices.
- (9)** Realty and property rental offices.
- (10)** Personal service establishments.
- (11)** Medical marijuana dispensing facilities.

EXHIBIT D

Sec. 3-5.7 General retail (GR-PB). Areas delineated as general retail may be developed for uses pertaining to retail sales and services including motels (in accordance with the density provisions of medium density residential/commercial), restaurants, service stations, marinas, cocktail lounges, tourist related retail goods and professional services, sundries, convenience stores, groceries, professional offices, realty offices, personal service establishments, and substantially similar uses as determined by the Santa Rosa Island Authority Board.

(a) Permitted uses. The following types of uses are permitted in GR-PB:

- (1) Motels and hotels.
- (2) Restaurants, indoor and drive-in.
- (3) Grocery stores.
- (4) Miscellaneous convenience goods stores.
- (5) Professional offices.
- (6) Realty and property rental offices.
- (7) Personal service establishments.
- (8) Convenience goods stores.
- (9) Professional offices.
- (10) Personal service establishments.
- (11) Realty and property rental offices.
- (12) Marinas.
- (13) Temporary structures with a limited use permit.
- (14) Medical marijuana dispensing facilities.

EXHIBIT E

1 **Sec. 6-0.3 Terms defined.**

2 As used within the LDC, the following terms have the meanings established here:

3 **- D -**

4 **Day care.** The provision of care, protection, and supervision for children or adults on a
5 regular basis away from their primary residence. Care is typically provided to a given
6 individual for fewer than 18 hours each day, although the day care facility may be open
7 24 hours each day. See "Adult day care center" and "Child care facility."

8 **dBA.** The unit of filtered or corrected noise level measured in accordance with the a
9 weighted scale to more closely replicate the sound frequency response of the human
10 ear and measuring approximately the relative "noisiness" or "annoyance" of common
11 sounds.

12 **Decibel (dB).** A standard unit for measuring the relative loudness of sound, or sound
13 pressure, and approximately equal to the smallest degree of difference of that loudness
14 or pressure ordinarily detectable by the human ear.

15 **De minimis.** A level of risk that is too small to be concerned with, or a difference that is
16 too small to matter or be taken into consideration. For the purposes of services provided
17 by public facilities having established level of service (LOS) standards, the term "de
18 minimis" refers to a negligible or insignificant demand by a use on a level of service that
19 generally allows the use to be considered concurrent for that facility.

20 **Density.** An objective measure of development used to quantify population per unit of
21 land, such as people, dwelling units, or lodging units per acre. The term "density" refers
22 to units per gross acre unless other measures or units are clearly indicated.

23 **Developer.** An applicant, builder, contractor, landowner, subdivider, or other person
24 who undertakes development activities regulated by the LDC.

25 **Development.** The carrying out of any building activity or mining operation, the making
26 of any material change in the use or appearance of any structure or land, or the dividing
27 of land into three or more parcels (subdivision). The term "development" does not
28 involve the use of land for bona fide agricultural or silvicultural purposes, including
29 growing crops, trees, and other agricultural or forestry products, or raising livestock.
30 Other specific activities or uses involving or excluded from development are defined in
31 Florida Statutes (Ch. 380). For the purposes of floodplain management, development
32 means any man-made change to improved or unimproved real estate, including
33 buildings or other structures, tanks, temporary structures, temporary or permanent
34 storage of equipment or materials, mining, dredging, filling, grading, paving,
35 excavations, drilling operations or any other land disturbing activities.

36 **Development agreement.** An agreement between a developer and the county for
37 development approval or any other purpose according to Florida Statutes, the
38 Comprehensive Plan, and the LDC, and in a form approved by the county.

BCC: 11-19-18

Re: Compassionate use of low-THC and medical cannabis
DRAFT BCC

EXHIBIT E

1 **Development approval.** Written authorization from the county permitting development
2 subsequent to a demonstration of compliance with the provisions of the LDC and the
3 Comprehensive Plan by the applicant for development approval.

4 **Development, multi-family.** Development in which any combination of single-family,
5 two-family, or multi-family dwellings provide three or more dwelling units on a single lot.

6 **Development, single-family.** Development in which only one single-family dwelling is
7 allowed per lot, attached or detached, except where an accessory dwelling unit is
8 allowed with the principal single-family dwelling.

9 **Development, two-family.** Development in which only two single-family dwellings or
10 one two-family dwelling is allowed per lot. Development order. Any order granting,
11 denying, or granting with conditions an application for a building permit, site
12 development, subdivision, rezoning, certification, variance, conditional use, or any other
13 official action of the county having the effect of permitting the development of land.

14
15 **Development parcel.** A lot of record, or a conforming lot verified according to the lot
16 conformance verification process of the LDC, or a lot created in compliance with the
17 family conveyance provisions of the LDC, or any number of such lots, contiguous and in
18 single ownership or under unified control for the purposes of development.

19 **Diameter at breast height (DBH).** A standard measure of tree trunk diameter in inches
20 applicable to established trees and measured four and one-half feet above the surface
21 of the ground at the base of the tree. For trees that lean, grow on slopes, fork at or
22 below DBH height, are multi-trunked, or present other difficulties in measurement, DBH
23 shall be determined according to International Society of Arboriculture (ISA) standards.
24 See "Caliper" for the appropriate measure of newly planted and nursery stock trees.

25 **Dispensing organization.** An organization approved by the State to cultivate, process,
26 transport and dispense ~~low-THC cannabis~~ medical cannabis.

27 **Direct disposition.** The cremation of human remains without preparation of the
28 remains by embalming and without any attendant services or rites such as funeral or
29 graveside services or the making of arrangements for such final disposition. Directional
30 sign. See "Informational sign."
31

EXHIBIT E

- J, K & L -

Junkyard. See “Salvage yard.” Kennel. A facility in which domestic animals not owned by the owner or occupant of the facility are housed, boarded, or trained for a fee or compensation, or where domestic animals are bred or raised for sale. A kennel may include grooming incidental and subordinate to the principal use, but not activities accessory to agricultural use.

Kindergarten. An educational facility that provides academic instruction to children in preparation for admittance to elementary school first grade, and as further defined by Florida Statutes. Laboratory. A facility for scientific research, analysis, investigation, testing or experimentation, but not for the manufacture or sale of products.

Land clearing. The act of removal or destruction of trees, brush, and other vegetative cover on a site, but not including normal cultivation associated with agricultural operations, or mowing, pruning, or other routine landscaping or lawn maintenance activities.

Land clearing debris. Rocks, soils, and trees and other vegetative matter that normally results from land clearing or site development operations, but not including waste from landscape maintenance, right-of-way or easement maintenance, farming operations, nursery operations, or any other sources not directly related to the land clearing or site development.

Land Development Code (LDC). The Land Development Code of Escambia County, Florida (Part III, Escambia County Code of Ordinances) as the assembled land development regulations of the county prepared by the local planning agency and adopted by the Board of County Commissioners according to Florida Statutes.

Land disturbance. Any activity involving the clearing, cutting, excavating, filling, or grading of land, or any other activity that alters land topography or vegetative cover. Landfill. A disposal facility that requires state permitting and engineered environmental protection systems for the placement of wastes. Landfills do not include land-spreading sites, surface impoundment, injection wells, or construction and demolition debris or land clearing debris disposal facilities with separate permitting requirements.

Landscape area. Pervious areas of preserved or installed living plants, including trees, shrubs, ground cover, and turf grass that may be supplemented with mulch, bark, decorative rock, timbers, stepping stones, and similar customary and incidental nonliving materials, excluding any area of vehicular use.

Land use. The development that has occurred on the land, the development that is proposed for the land, or the use that is permitted or permissible on the land under the Comprehensive Plan and LDC, as the context may indicate.

EXHIBIT E

1 **Level of service.** An indicator of the extent or degree of service provided by, or
2 proposed to be provided by, a public facility based on the operational characteristics of
3 the facility and indicating a capacity per unit of demand for the facility.

4 **Liner building.** A relatively shallow building specifically designed to conceal the side of
5 a parking lot, parking garage, big-box retail, or other structure or area along a public
6 frontage and create spaces occupied by restaurants, shops, and other uses more
7 engaging to passersby.

8 **Lodging unit.** One or more rooms used as a single unit of lodging space rented to the
9 public in a public lodging establishment.

10 **Long-term care facility.** A nursing home facility, assisted living facility, adult familycare
11 home, board and care facility, or any other similar residential adult care facility.

12 **Lot.** The least fractional part of subdivided lands having limited fixed boundaries and
13 assigned a letter or number by which it may be identified. The term "lot" shall include
14 the words "plot", "parcel", or "tract".

15 **Lot, corner.** A lot having frontage on two or more streets at their intersection. Lot
16 frontage. Those sides of a lot abutting a street right-of-way.

17 **Lot line.** A property line bounding a lot and separating it from another lot, street rightof-
18 way, or any other public or private land. A lot line shall be one of the following:

19 *Front lot line.* A lot line separating a lot from a street right-of-way other than an alley
20 or, in the absence of a right-of-way, the lot line designated by the county as forming
21 the front of the lot and from which the front setback of the lot is measured.

22 *Rear lot line.* A lot line generally opposite and most distant from the front lot line,
23 and from which the rear setback of the lot is measured.

24 *Side lot line.* Any lot line that is not a front or rear lot line.

25 **Lot of record.** A lot that is part of a subdivision that has been recorded in the official
26 records of Escambia County, or a lot or parcel described by metes and bounds, and the
27 description of which has been so recorded or accepted on or before February 8, 1996.
28 A lot of record does not include contiguous multiple lots under single ownership.

29 **Lot, waterfront.** A lot abutting a navigable water body that is under daily tidal influence.
30 Along any part of the boundary, the lot may be separated from the water body by
31 encroachments that include easements, rights-of-way, and public shoreline access, but
32 the lot may not be separated from the water body by a dedicated road or by more than
33 ten feet of land under different ownership.

34 **Low-Tetrahydrocannabinol or Low-THC cannabis.** A plant of the genus Cannabis,
35 the dried flower of which contain 0.8 percent or less tetrahydrocannabinol and more
36 than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted
37 from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or

EXHIBIT E

1 preparation of such plant or its seeds or resin that is dispensed only from a dispensing
2 organization.

3 ~~**Low-THC marijuana dispensing facility.** Means any building or structure where low-~~
4 ~~THC is permitted to be dispensed at retail by an approved dispensing organization~~
5 ~~pursuant to Section 381.986, Florida Statutes (2014) and Florida Department of Health~~
6 ~~Rules.~~
7

EXHIBIT E

- M -

Manufactured building. A closed structure, building assembly, or system of subassemblies which may include structural, electrical, plumbing, heating, ventilating, or other service systems manufactured for installation or erection, with or without other specified components, as a finished building or as part of a finished building. Manufactured buildings include residential, commercial, institutional, storage or industrial structures constructed according to state standards, but do not include manufactured (mobile) homes.

Manufactured (mobile) home. A complete, factory-built, single-family dwelling constructed in conformance with federal Manufactured Housing Construction and Safety Standards (the HUD Code) and transportable in one or more sections on a permanent chassis for site installation with or without a permanent foundation. The term “mobile home” refers to any manufactured home built prior to June 15, 1976 when the HUD Code became effective. Manufactured homes do not include manufactured buildings, modular homes or recreational vehicles.

Manufactured (mobile) home park. A multi-family residential use of an individually owned parcel of land within which lots or spaces are offered for rent or lease for the placement of five or more manufactured (mobile) homes. For the purposes of floodplain management, the term “manufactured home park” may apply to as few as two manufactured home lots for rent on a parcel.

Manufactured (mobile) home subdivision. A residential subdivision of individually owned lots created according to the provisions of the LDC for the exclusive use of manufactured (mobile) homes. For the purposes of floodplain management, the term “manufactured home subdivision” may apply to division into as few as two manufactured home lots.

Manufacturing. The mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, and the blending of materials, such as lubricating oils, plastics, resins, or liquors.

Marijuana. Marijuana shall mean cannabis as defined in Section 893.02(3), Florida Statutes. The term shall include “low-THC cannabis” and “medical cannabis” as defined in Section 381.986, Florida Statutes ~~(2014)~~. (2018), as amended.

Marina. A facility for the mooring, berthing, storing, or securing of watercraft, and which may include other services such as sales of boat supplies and fuel, boat repair and rental, and other uses incidental to the primary use. A marina may be classified as one of the following:

Commercial marina. A public use marina which may include upland marina support facilities for the servicing or repairing of watercraft, but does not include the activities of industrial marinas.

EXHIBIT E

1 Industrial marina. A marina which provides slips or moorings for major work on
2 watercraft, such as construction or rebuilding of boats, installations of new
3 bottoms, substantial structural additions, or alterations.

4 Private marina. A marina that is an amenity to a private residential development,
5 such as a subdivision or multifamily dwelling, and not for public use.
6

7 **Market value.** The price at which a property will change hands between a willing buyer
8 and a willing seller, neither party being under compulsion to buy or sell and both having
9 reasonable knowledge of relevant facts. For the purposes of the LDC, market value is
10 limited to the value of buildings and other structures, excluding the land and other
11 improvements on the parcel. Market value may be as established by a qualified
12 independent appraiser, "actual cash value" (replacement cost depreciated for age and
13 quality of construction), or tax assessment value adjusted to approximate market value
14 by a factor provided by the Property Appraiser.
15

16 **Marquee.** A permanent roofed structure attached to and supported by a building, and
17 projecting into public right-of-way, typically above an entrance to provide protection from
18 the elements.
19

20 **Materials recovery facility (MRF).** A solid waste management facility that provides for
21 the extraction from solid waste of recyclable materials, materials suitable for use as a
22 fuel or soil amendment, or any combination of such materials. Mausoleum. A building or
23 other structure that is substantially exposed above the ground and used for the
24 entombment of human remains.
25

26 **Mean high water (MHW).** The average height of the high waters over a 19-year period;
27 or for shorter periods of observation, the average height of the high waters after
28 corrections are applied to eliminate known variations and to reduce the result to the
29 equivalent of a mean 19-year value. Mean sea level (MSL). The average height of the
30 surface of the Gulf of Mexico for all stages of the tide, or the mean between high and
31 low tides as established by the North American Vertical Datum (NAVD) of 1988.
32

33 **Medical cannabis.** All parts of any plant of the genus Cannabis, whether growing or
34 not; the seeds thereof; the resin extracted from any part of the plant; and every
35 compound, manufacture, sale, derivative, mixture, or preparation of the plant or its
36 seeds or resin that is dispensed from a dispensing organization for medical use by an
37 eligible patient, as defined by Florida Statutes (2018), as amended.
38

39 **Medical Marijuana or medical cannabis dispensing facility.** Means any building or
40 structure where low-THC or medical cannabis is permitted to be dispensed at retail by
41 an approved dispensing organization pursuant to Section 381.986, Florida Statutes
42 (2018) as amended, and Florida Department of Health Rules.
43
44

EXHIBIT E

1 **Medical clinic or office.** A facility, other than a hospital, providing medical diagnostic
2 and treatment services to patients not requiring an overnight stay. Such clinics and
3 offices commonly have laboratory facilities and include doctor's offices, diagnostic
4 centers, treatment centers, rehabilitation centers, and establishments providing surgical
5 and psychiatric services and emergency treatment.
6

7 **Medical services.** Professional services concerning human health maintenance and
8 the diagnosis and treatment of disease, injury, pain, and other adverse health
9 conditions. Medical services include the principal services provided by hospitals, clinics,
10 doctor's offices, diagnostic facilities, medical laboratories, blood donation centers, and
11 other human health care facilities.
12

13 **Medical use.** Means the administration of the ordered amount of ~~low-THC cannabis~~
14 medical cannabis, as defined by Florida Statutes (2018), as amended. Medical use
15 does not include the: possession, use, or administration of ~~low-THC cannabis~~ medical
16 cannabis by smoking; or the transfer of ~~low-THC cannabis~~ of medical cannabis to a
17 person other than the qualified patient for whom it was ordered or the qualified patient's
18 legal representative authorized to receive it on the qualified patient's behalf; or use or
19 administration of ~~low-THC~~ medical cannabis on any form of public transportation, in any
20 public place, in a qualified patient's place of employment, if restricted by his or her
21 employer, in a correctional institution, on the grounds of any child care facility,
22 preschool, or school, or in any vehicle, aircraft, or motorboat.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Special BCC Meeting

7.

Meeting Date: 11/19/2018

Issue: Noise Waiver for Soundside Merchants Lighted Boat Parade Fireworks Display

From: Tim Tolbert, Building Official/Department Director

Organization: Building Services

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the December 1st Fireworks Display from a Barge off Quietwater Beach - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measurement when measured by a sound level meter at or within the property boundary of the receiving land use) for the Fireworks Event from a Barge on the Soundside of Quietwater Beach for the Soundside Merchants Association Lighted Boat Parade on December 1, 2018, from 7:30 p.m., to 8:00 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on

decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption. Upon Board approval, the Escambia County Sheriff's Office and the Fire Prevention Division of Fire Rescue will be notified of the issuance of this waiver.

Attachments

Special Events Permit Waiver to Noise Ordinance

Aerial Map



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT

Waiver to Noise Ordinance

Permit Number: 181122556SE

Building Permit Number:

Approved By:

Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	State: TN	Zip Code: 37766
Job Address: Offshore at 400 Quitwater Beach Rd, Pensacola Beach, FL 32561		Lot or Apt. Number:

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: December 01, 2018		Description of Activity: Soundside Merchants Association (Boat Parade) fireworks display performed by Pyro Shows.
Beginning Time: 7:30PM	Ending Time: 8:00PM	

Remarks or Comments:
Driving Directions:

Escrow Account Number:	Date: 11/17/2018
Applicant Signature: <i>Lansden E Hill, Jr.</i>	



Show Name:	Soundside Merchants Association Boat Parade	Maximim Shell Size:	2.5"
Show Location:	Offshore at 400 Quietwater Beach Rd Pensacola Beach, FL 32	Safety Fallout Radius:	175'
Show Date:	Saturday, December 1, 2018	Storage Required:	NO
Show Time:	7:30 PM	Diagram Created:	Monday, January 15, 2018
Rain Date:	N/A	Created By:	JDS





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Special BCC Meeting

8.

Meeting Date: 11/19/2018

Issue: Local Government Verification of Contribution Forms RFA 2018-116
SAIL Financing of Affordable Multifamily Developments with Bonds and
Housing Credits

From: TONYA GREEN, Neighborhood & Human Services Director

Organization: Neighborhood & Human Svcs

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Local Government Verification of Contribution Loan Forms for RFA 2018-116 SAIL Financing of Affordable Multifamily Developments with Bonds and Housing Credits - Tonya Green, Neighborhood & Human Services Director

That the Board approve and authorize the Acting County Administrator to sign the Local Government Verification of Contribution Loan Forms for RFA 2018-116 SAIL Financing of Affordable Multifamily Developments with Bonds and Housing Credits for Summer Meadows, in the amount of \$137,500 (\$37,500 minimum contribution plus \$100,000 special needs set-aside).

[Funding: Escambia County Housing Finance Authority; Fund 120, SHIP; and/or Fund 124, Affordable Housing]

BACKGROUND:

In May 2017, the Board authorized an application process for developers seeking a minimum local government contribution in order to apply for housing tax credits through the Florida Housing Finance Corporation (FHFC) competitive tax credits cycle. Developers applying for RFA 2018-116 SAIL Financing of Affordable Multifamily Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits are required to secure a "Local Government Certification of Contribution Form" (Exhibit I) from a local government, which secures a minimum contribution of \$37,500 in order to receive maximum points during the scoring process. The State Apartment Incentive Loan (SAIL) program is funding available from the state to be used as gap financing in conjunction with Bond financing and non-competitive housing credits. Though the Board is authorizing the Acting County Administrator to sign the form committing for the Summer Meadows development, there is no guarantee of a development being selected for funding by the state as FHFC accepts multiple applications statewide with limited funding available. Given the amount of funding

available, it is anticipated that approximately two to three developments will be funded in medium sized counties from across the state.

FHFC mandates income set asides as determined by Section 42 of the IRC (at least 20% of the units must be set aside for households earning 50% or less of the area median income OR at least 40% of the units must be set aside for households earning 60% or less of the area median income). FHFC mandates three of the following resident programs be provided at no cost for family developments for 50 years: after school programs for children, adult literacy, employment assistance, family support coordinators, financial management, and homeownership opportunity program.

A draft application form for the County funds has been available on the County webpage since September 10. On October 4, 2018, the Board approved the general application process for the minimum contribution of \$37,500 with a provision of an additional \$100,000 to be made available if the developer commits to provide two homeless/special needs set aside units for extremely low income households (30% AMI) as part of the application. Applications were originally due to County staff October 29. At the November 1 meeting, the Board extended time to give developers an opportunity to submit additional materials to be considered at the November 19 Special Board meeting. RFA 2018-116 was issued by FHFC on October 19 and is due to the State on November 27. Full information on FHFC RFA 2018-116 can be found online at Florida Housing's website [here](#).

Only one application was received by the deadline for Summer Meadows at 6080 Hilburn Road located in District 3, a 120 unit family development proposed by Southport Development. The original application summary is included in Exhibit II. The full original application is available on the Rental Programs page on the County website and a hard copy is available for review in the County Administrator's office and the Neighborhood Enterprise Division office.

Summer Meadows scheduled two meetings on November 8 and on November 15 to receive community input. Verification of the mailout sent to property owners within 2500 feet of the development, signage at the property, and Pensacola News Journal publication have been included in Exhibit III. Any additional community outreach materials received after the agenda deadline (i.e., meeting sign-in sheets) will be distributed separately.

The following free resident programs will be provided by the development: literacy training, which will provide literacy tutoring; employment assistance program, which will provide at least quarterly job counseling workshops; and a homeownership opportunity program, which will provide a grant of at least 5% of the tenant's rent toward a home purchase. Additionally, the developer has committed to provide a financial management program in excess of the minimums required by the state which will include budgeting, retirement planning, and homeowner education classes.

The developer has committed to set aside two units for special needs households who have incomes at or below 30% area median income (\$13,700 for a one person

household and \$16,460 for a two person household). The rents on these units will be capped at the 30% rent limits, which is currently \$519 for a two bedroom unit. The developer is proposing charging \$365 for these two set aside 2-bedroom units. Referrals for the special needs households will be channeled through Opening Doors Northwest Florida.

BUDGETARY IMPACT:

This RFA from FHFC accepts statewide applications, so there is no guarantee of any project being funded in Escambia County. It is anticipated that only a few projects will be selected for funding statewide. If this development is selected for funding by the state, the Escambia County Housing Finance Authority will provide the minimum local government contribution of \$37,500. Funding for the special needs set aside will be provided from County SHIP and/or Affordable Housing funds. The SHIP program funds require that a minimum of 20% of funding be provided to special needs households as described in Section 420.0004(13), F.S. The most recent County grant allocation year will be used at the time of the award, and an Agreement will be brought to the Board to formally commit funding.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Commitment of funds requires Board approval.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Neighborhood Enterprise Division will coordinate execution of the form(s) to the developer(s) and work with Escambia County Housing Finance Authority as needed.

Attachments

Ex I-LG Verif of Contribution Form SM

Ex II-Summer Meadows Orig App Summary

Ex III-Summer Meadows Community Outreach

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: Summer Meadows

East side of Hilburn Road, approximately 600 ft north of the intersection of Twin Lakes Drive and

Development Location: Hilburn Rd, Unincorporated Escambia County, FL

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Escambia, commits \$ 137,500.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The value of the contribution based on the difference between the face amount of the above-referenced loan and the net present value of its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$0.00.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Amy Lovoy

Print or Type Name

Acting County Administrator

Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

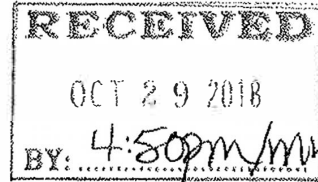
Approved as to form and legal
sufficiency.

By/Title: [Signature]

Date: 11/14/18

EXHIBIT II

APPLICATION



1. THRESHOLD REQUIREMENTS:

The following items are thresholds and must ALL be answered YES to be considered for funding. Please acknowledge your responses by checking "yes" or "no" in the columns below.

		Staff Verification
1. Did the developer supply a preliminary site plan and elevation?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr 10/29
2. Did the Developer provide the five FHFC ability to proceed forms?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
3. Did the Developer provide a pre-application review with written comments from Escambia County or the City of Pensacola as appropriate?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
4. Did the developer provide evidence of site control?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
5. Did the developer provide a development proforma and sources and uses statement?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
6. Did the developer provide information on the development team?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
7. Did the developer provide information on the property management team?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
8. Did the developer provide evidence of community outreach?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	*SEE NOTE
9. Project is NOT located in a FEMA mapped Special Flood Hazard Area?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr - zone X
10. Project is NOT located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area (Census Tracts 16) <i>CT 14-02</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
11. The developer or its principals are NOT debarred from federal projects or FHFC projects and developer is not on FHFC's non-compliance listing for any reason	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr

2. CONTACT INFORMATION:

Applicant Name: SP Meadows LLC

5403 West Gray Street

Mailing Address: Tampa, FL 33609

Email Address: kcantu@sphome.com

Phone Number: 813-288-6988

Primary Contact/Title: Kevin Cantu, Authorized Representative

Secondary Contact/Title: Brianne Heffner, Vice President

***COUNTY NOTE: DEVELOPER PROVIDED EVIDENCE OF COMMUNITY OUTREACH WITHIN EXTENDED TIMEFRAME PROVIDED BY THE COUNTY WHICH HAS BEEN PROVIDED AS SUPPLEMENTAL BACKUP TO THIS APPLICATION (SEE EXHIBIT III TO THIS RECOMMENDATION).**

3. GENERAL DEVELOPMENT INFORMATION:

FHFC RFA # 2018-116

Development Name: Summer Meadows

Development Address: East side of Hilburn Road, approximately 600 feet north of the intersection of Twin Lakes Drive and Hilburn Road, Unincorporated Escambia County, FL.

Parcel Reference Number: 291S301202000001, 291S301202000002, 291S301301000001

Jurisdiction Location: ☒ Unincorporated Escambia County ☐ City of Pensacola

Type of Development (check all that apply): ☐ Elderly ☒ Family ☐ Special Needs ☐ Homeless

Type of Construction: ☒ New ☐ Rehabilitation ☐ Acquisition/Rehabilitation

Development Design: ☒ Garden Apts ☐ High Rise ☐ Mid Rise, 4 Stories
☐ Townhomes ☐ Quadraplexes ☐ Mid Rise, 5-6 Stories
☐ Duplexes ☐ Other: _____

Total Number of Units: 120 **Number of Set Aside Units:** _____

Is project located in a 2016 RECAP area (census tract 16)? ☒ NO ☐ YES (projects located in these census tracts not eligible)

Is project located in a FEMA Special Flood Hazard Area? ☒ NO ☐ YES (projects located in FEMA SFHA not eligible)

Is the project located in a City or County Community Redevelopment Area? ☐ NO ☒ YES
 If yes, provide name of CRA: Oakfield

Is the project located in a Geographic Area of Opportunity (as determined by FHFC listing of Geographic Areas of Opportunities, effective 6/28/18)? ☒ NO ☐ YES

DEVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.

BR SIZE→ ↓INCOME LEVEL	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)			2		
31-50% AMI		1	6	4	
51-60% AMI		5	70	32	
61-80% AMI					
>80% AMI					
TOTALS:					

TOTAL UNITS: 120

PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→ ↓INCOME LEVEL	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)			365		
31-50% AMI		338	409	559	
51-60% AMI		669	805	922	
61-80% AMI					
>80% AMI					

4. DEVELOPER EXPERIENCE:

- a. Has any member of the development team or any principals of the development team been associated with any development currently debarred or prohibited from participating in FHFC or another state's tax credit program? ☒ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.
- b. Has any member of the development team or any principals of the development team been associated with any development that has gone into default or been given a "troubled development" status? ☒ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.
- c. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with the FHFC or another state tax credit program? ☒ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.
- d. Provide information on your development teams' housing accomplishments over the past 5 years, including experience with affordable or workforce housing developments. Include summary of staff experience, including organizational chart with names/titles and designation of full or part time status. (ATTACHMENT 6)
- e. Provide listing of properties developed or owned by your agency in Escambia or Santa Rosa Counties (APPENDIX A). If none, attach Appendix A and state such.

5. PROPERTY MANAGEMENT TEAM EXPERIENCE:

- a. Name of Proposed Property Management Company: Cambridge Management Inc.
- b. Address of Management Company: 1916 64th Avenue West, Tacoma, WA 98466
- c. Provide information on the experience of the proposed property management team, specifically with affordable or workforce housing developments. (ATTACHMENT 7)
- d. Provide listing of properties managed by the proposed property management company in Escambia or Santa Rosa Counties (APPENDIX B). If none, attach Appendix B, stating such.

6. DESIGN COMPATIBILITY:

Preliminary Site Plan and Elevations submitted as ATTACHMENT 1.

Provide a narrative describing how the proposed development's design is appropriate to the neighborhood, including scale and compatibility with existing neighborhood aesthetics. Include whether there is any plan to allow for community involvement to guide the design process. (APPENDIX C)

7. RESIDENT PROGRAM OFFERINGS:

- a. FHFC mandates provision of resident programs. Please note the minimum required resident programs that will be offered at the development:

- | | |
|---|---|
| <input type="checkbox"/> Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only) | <input type="checkbox"/> Computer Training |
| <input type="checkbox"/> After School Program for Children | <input checked="" type="checkbox"/> Employment Assistance Program |
| <input type="checkbox"/> Daily Activities | <input type="checkbox"/> Financial Management Program |
| <input type="checkbox"/> Family Support Coordinator | <input checked="" type="checkbox"/> Literacy Training |
| <input checked="" type="checkbox"/> Homeownership Opportunity Program | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Resident Assurance Check-In Program (Elderly) | |

- b. Please list any resident program offerings in excess of the required minimums from FHFC:

Financial Management Program: Classes held at least quarterly according to FHFC guidelines, including, but
but not limited to, budgeting and bill-paying including training in the use of technologies and web-based applications;
Tax preparation including do's and don't, common tips, and how and where to file, etc; fraud prevention; retirement
planning; and homebuyer education.

8. LOCAL CONTRACTORS:

Provide evidence that development will use local construction contractors or subcontractors, architects, landscaping firms, environmental services, designers, and/or engineers during the planning and construction of the project that maintain their principal office and place of business in Escambia County, Florida. Provide formal letter(s) on company letterhead that demonstrates partnership with local firms and their capacity in the proposed development. (APPENDIX D)

9. LOCAL PARTNERSHIPS:

Demonstrate partnerships with other not for profits, for profits, or service providers in project development or specific service delivery related to the development. Provide formal letter(s) on company letterhead that demonstrates partnership, MOU, or partnership agreement. (APPENDIX E)

10. EVIDENCE OF COMMUNITY SUPPORT:

Development provided documentation of community outreach as ATTACHMENT 8.

Provide evidence of community support of project as evidenced by meeting minutes, letter(s) of support from property owners in the vicinity of the proposed development, and/or letter(s) of support from local neighborhood groups. (APPENDIX F)

11. FINANCIAL CAPACITY:

a. Total Development Cost: \$20,948,000

b. Cost per Unit: \$174,000

c. Is project based rental assistance anticipated for this Development?

☒ NO ☐ YES

If yes, list source of rental assistance: _____

Number of Units to receive assistance: _____

Years remaining on rental assistance contract: _____

d. Attach a 15 year Proforma cash flow and proposed sources and uses of funds to demonstrate long-term cash flow for the development. Documents should be based on assumptions of occupancy, rents, and expenses for the duration of the affordability period. (ATTACHMENT 5)

12. LOCAL COMMUNITY BENEFITS:

Provide a narrative describing programs or amenities that the development will offer to the surrounding community as a whole. If applicable, include ways the development will help redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding community. Provide any market studies or analysis that show that the development will help stabilize or improve the area. Describe any innovative ways to reduce public expense in the area (shared parking, sidewalks, etc.). Describe in detail any planned unit set asides for homeless or special needs households (APPENDIX G), including the set aside type, number of units, BR size, rents, and income limits.

NOTE: For the purposes of this application, a Special Needs person is defined in Section 420.0004(13), F.S., which means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

13. ABILITY TO PROCEED:

FHFC-required Ability to Proceed forms included as ATTACHMENT 2, Pre-Application Development Review as ATTACHMENT 3, and Evidence of Site Control as ATTACHMENT 4.

a. Identify how any concerns raised about the ability for the project to proceed as identified in the Pre-Application Review process will be resolved. Provide information about the ability of the project to quickly proceed through underwriting if approved for funding by FHFC. (APPENDIX H)

- b. Provide projected project timeline (subject to FHFC approval and underwriting) after approval of agreement by the BCC. Include key dates, such as permit timing, FHFC funding closing dates, substantial completion, and lease-up.

Permits obtained 05/2019, closing 06/2019, construction commencement 07/2019, lease begins 05/2020, construction completion 08/2020, stabilized operations 11/2020

14. HOMELESS AND/OR SPECIAL NEEDS SET ASIDE

Additional funding in excess of the minimum local government contribution will be provided if developer provides TWO (2) units as a set aside for homeless or formerly homeless households as referred by the local Continuum of Care and/or for special needs households as defined by Section 420.0004(13) F.S. These set aside units must be rented to households at or below 30% AMI with rent limits at the 30% limits by bedroom as provided by the SHIP program. County funding must be shown in development pro-forma.

Indicate if this development is applying for this additional homeless or special needs set aside funding as outlined in the application. ☐ NO ☒ YES If yes, please continue below.

_____ Number of Homeless Units

2 Number of Special Needs Units

Be sure to link how these set asides provide Local Community Benefits in APPENDIX G (See QUESTION 12).

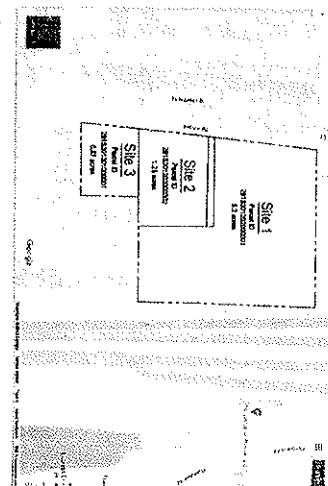
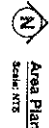
CERTIFICATION:

The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant. All items must be complete and included in the response by the deadline in order to meet minimum qualifications.

This application will also be considered an application to the ECHFA for issuance of tax exempt debt.

Signature: _____

Date: 10/29/18

[illegible]

Total Area =	7.32 Acres
Site =	16.2 Acres Site 2 (1.25 A) Site 1 (0.07 A)
Zoning =	High Density Residential (R-4)
Density =	100 units per Acre Max / 151 Allowed
Factory =	150 Units Proposed
	1.5 Acres per Unit (3 x 18 1/2' Spaces)
	= 180 units (not 7.32 acres)
	183 spaces (for 3.66 acres) per acre
	As 2 way traffic 244 and one driveway
Separate	From 20th / 26th 184' Near 15th
Map	3. Street Proposed
UNIT LAND USE	
Box A =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) Three Bedrooms / Two Bath
Box B =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box C =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box D =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box E =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box F =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box G =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box H =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box I =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box J =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box K =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box L =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box M =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box N =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box O =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box P =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box Q =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box R =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box S =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box T =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box U =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box V =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box W =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box X =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box Y =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath
Box Z =	9,992 sq ft Proposed
	100 Units / 100' x 100' Two Bdr
	(1) One Bedroom / One Bath
	(144) Two Bedrooms / Two Bath
	(4) Three Bedrooms / Two Bath

Source: Escambia County Property Appraiser

[← Navigate Mode](#)
[Ⓢ Account](#)
[○ Reference](#)
[➔](#)
[Restore Full Page Version](#)**General Information****Reference:** 291S301202000001**Account:** 032070000
Owners: BRANTLEY DONALD S 23.38% INT
 MCDOWELL LYNN B 23.38 % INT
 TUGWELL VIRGINIA J TRUSTEE FOR
 TUGWELL VIRGINIA JOHNSON REVOCABLE
 TRUST 25% INT...

Mail: 305 GREEN OAK RIDGE
 MARIETTA, GA 30068
Situs: 6000 BLK HILBURN RD 32504**Use Code:** VACANT COMMERCIAL
**Taxing
 Authority:** COUNTY MSTU

**Tax
 Inquiry:** [Open Tax Inquiry Window](#)

 Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector
Assessments

Year	Land	Imprv	Total	Cap Val
2018	\$149,625	\$0	\$149,625	\$149,625
2017	\$149,625	\$0	\$149,625	\$149,625
2016	\$149,625	\$0	\$149,625	\$149,625

[Disclaimer](#)**Tax Estimator**
 > **File for New Homestead
 Exemption Online**
Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/17/2009	6541	1238	\$100	CJ	View Instr
12/03/2009	6535	1592	\$100	OT	View Instr
11/2001	4811	141	\$100	WD	View Instr
06/1994	3616	472	\$100	QC	View Instr
10/1993	3481	857	\$100	CJ	View Instr
03/1982	1623	959	\$76,000	WD	View Instr

 Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and Comptroller
2018 Certified Roll Exemptions

None

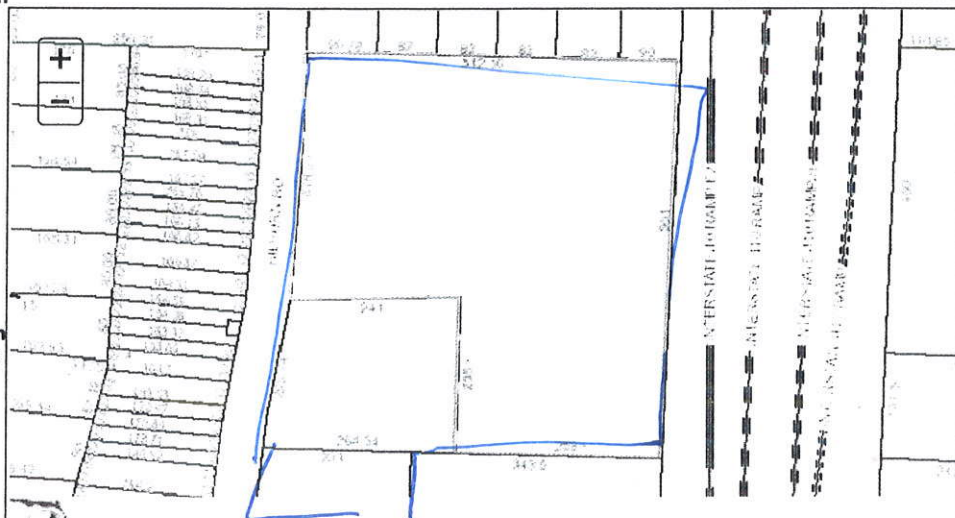
Legal Description
 BEG AT NE COR OF LT 1 S ALG E LI OF LT 1320 FT
 FOR POB CONT SAME COURSE 561 FT W AT RT
 ANG 408 FT N AT RT ANG 235 FT...
Extra Features

None

**Parcel
Information**
**Section
 Map Id:**
 29-1S-30-1

**Approx.
 Acreage:**
 5.2500

Zoned:
 HDR

**Evacuation
 & Flood
 Information**
[Open Report](#)


View Florida Department of Environmental Protection(DEP) Data

[Launch Interactive Map](#)

Buildings
Images
None

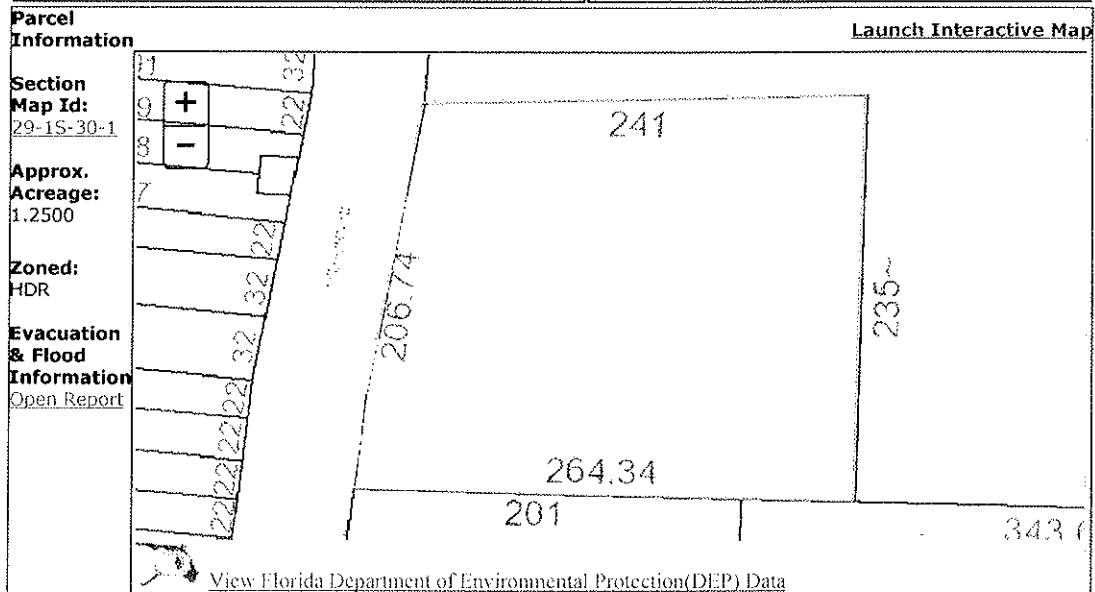
The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

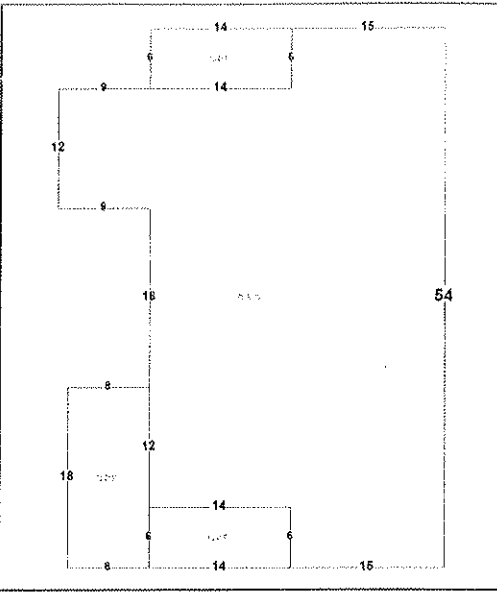
Source: Escambia County Property Appraiser

[Navigate Mode](#)
[Account](#)
[Reference](#)
[Restore Full Page Version](#)

General Information		Assessments				
Reference:	291S301202000002	Year	Land	Imprv	Total	Cap. Val
Account:	032071000	2018	\$35,625	\$56,715	\$92,340	\$92,340
Owners:	BRANTLEY DONALD S & MCDOWELL LYNN B 25% INT & TUGWELL VIRGINIA JOHNSON TRUSTEE FOR TUGWELL VIRGINIA JOHNSON REVOCABLE TRUST 25% INT...	2017	\$35,625	\$51,807	\$87,432	\$87,432
Mail:	305 GREEN OAK RIDGE MARIETTA, GA 30068	2016	\$35,625	\$50,172	\$85,797	\$85,797
Situs:	6040 HILBURN RD 32504	Disclaimer				
Use Code:	SINGLE FAMILY RESID	Tax Estimator				
Taxing Authority:	COUNTY MSTU	File for New Homestead Exemption Online				
Tax Inquiry:	Open Tax Inquiry Window					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2018 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None	
12/17/2009	6541	1238	\$100	CJ	View Instr	Legal Description BEG AT NE COR OF LT 1 S ALG E LI OF LT 1861 FT WLY AT RT ANG 408 FT FOR POB 2 DEG 04 MIN 30 SEC RT 264 34/100 FT...	
11/2001	4811	141	\$100	WD	View Instr		
06/1994	3616	472	\$100	QC	View Instr		
10/1993	3481	857	\$100	CJ	View Instr		
03/1982	1623	959	\$76,000	WD	View Instr		
01/1973	726	359	\$29,500	WD	View Instr		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features None	



Buildings	
Address: 6040 HILBURN RD, Year Built: 1947, Effective Year: 1947	
Structural Elements	
DECOR/MILLWORK-AVERAGE	
DWELLING UNITS-1	
EXTERIOR WALL-BRICK-COMMON	
FLOOR COVER-HARDWOOD/PARQUET	
FOUNDATION-WOOD/SUB FLOOR	
HEAT/AIR-CENTRAL H/AC	
INTERIOR WALL-DRYWALL-PLASTER	
NO. PLUMBING FIXTURES-3	
NO. STORIES-1	
ROOF COVER-COMPOSITION SHG	
ROOF FRAMING-GABLE	
STORY HEIGHT-8	
STRUCTURAL FRAME-WOOD FRAME	
<div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Areas - 1818 Total SF BASE AREA - 1506 OPEN PORCH FIN - 312 </div>	
	

Images



8/23/10

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

SCORING CRITERIA

FHFC RFA #

RFA 2018-116

Development Name:

Summer Meadows

Description	Maximum Points Available	Points Awarded
Developer Experience	20	20
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project? Comments:		
Property Management Experience	10	7
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type? Comments: Cambridge was established in 1987. Currently they do not manage any properties in Escambia County but plan to in 2019.		
Design Compatibility	15	9
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design? Comments:		
Resident Program Offerings	5	4
*Does the developer offer resident programs in excess of the required minimums from FHFC? Comments: Minimum required developer will provide 4.		

Local Contractors	5	3
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	5	4
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments:		
Community Support	10	0
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project?		
*Was any other advertising performed?		
*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets?		
*Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: No evidence provided.		
Target Areas	5	5
*Is the project located within a City or County Community Redevelopment Area? OR		
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		
Comments: CRA: Oakfield		
Financial Capacity	10	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		
Local Community Benefits	10	8
*Does the development provide programs or amenities that are available to the surrounding neighborhood?		
*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood?		
*Does the development provide any innovations that may reduce public expenses in the area?		
*Will the development provide any set asides for homeless or special needs households?		
Comments:		

Ability to Proceed	5	5
<p>*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site?</p> <p>*Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density?</p> <p>*Based on Preapplication Review from County/City, how able is the development to proceed?</p> <p>*Does the developer have evidence of site control?</p>		
<p>Comments:</p>		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		75 /100

SCORING CRITERIA

FHFC RFA #

2018-116

Development Name:

SUMMER MEADOWS APARTMENTS

Description	Maximum Points Available	Points Awarded
Developer Experience	20	19
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project? Comments: <i>No evidence of non-compliance with FHFC or any prohibition from participating in FHFC Programs. The developer is very experienced in Florida, especially with SAIL/Bond financing via FHFC. Southport is the developer of Delphin Downs Apartments in Pensacola which will be constructed in 2019.</i>		
Property Management Experience	10	7
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type? Comments: <i>Cambridge Management is a related entity with extensive experience in management of affordable rental developments throughout the Country. No properties were listed that are located in Escambia County, but there are many in Florida. Cambridge will manage the 72 unit Delphin Downs Apartments when it is completed by Southport in 2019-20.</i>		
Design Compatibility	15	13
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design? Comments: <i>Compatibility with surrounding, existing rental developments, but with a newer/upgraded design will be achieved. Development will meet or exceed County specified design requirements, codes, landscape requirements, buffer requirements, and set-backs. Site lighting and security cameras will be used to enhance safety of the residents. Sidewalk improvements will be incorporated into the site plan at Developer cost to improve walkability. ADA compliant, Green Features, and energy efficient features throughout.</i>		
Resident Program Offerings	5	4
*Does the developer offer resident programs in excess of the required minimums from FHFC? Comments: <i>Standard FHFC minimums, plus financial management program (budgeting, bill paying, technology training, tax preparation assistance, homebuyer education, etc.).</i>		

Local Contractors	5	4
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments: Commitment to use local contractors/subcontractors: Sitework: Perdido Grading & Paving, Inc. Building Materials: Builder's First Choice		
Local Partnerships	5	4
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments: <i>Developer supplied an executed MOU with Opening Doors Northwest Florida, Inc. as homeless/special needs referral agency for set-aside units and needs information (specific to ELI units).</i>		
Community Support	10	0
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project?		
*Was any other advertising performed?		
*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets?		
*Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: <i>There is no evidence of community support found in the application. Likewise, there is no evidence that the required community meeting was noticed and held within the general vicinity of the development site. It would appear that this is a threshold failure.</i>		
Target Areas	5	5
*Is the project located within a City or County Community Redevelopment Area? OR		
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		
Comments: <i>Oakfield CRA</i>		
Financial Capacity	10	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments: <i>This is a typical 9% HTC development which should have adequate financing to construct the development and enable the developer to provide the housing at restricted rents for the duration of the LURA period.</i>		
Local Community Benefits	10	7
*Does the development provide programs or amenities that are available to the surrounding neighborhood?		
*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood?		
*Does the development provide any innovations that may reduce public expenses in the area?		
*Will the development provide any set asides for homeless or special needs households?		
Comments: <i>Sidewalks for community use/safety. Enhanced street lighting and vicinity lighting to aid with crime prevention and safety of residents and neighbors. Development of vacant property into a quality rental facility with significant investment by the developer in terms of construction and long term presence in the community.</i>		
Unit Set-asides: <i>2 units (set-aside for ELI/Homeless/Special Needs with referrals provided by Opening Doors Northwest Fl.</i>		
Ability to Proceed	5	5
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site?		

*Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density?

*Based on Preapplication Review from County/City, how able is the development to proceed?

*Does the developer have evidence of site control?

Comments: Ability to Proceed forms were submitted, though the initial submission was missing the Electrical Service form. Per DRC comments, it appears that the development is in conformity and could move forward if selected for funding. The developer has site control via an executed Vacant Land Purchase Contract with the owner of the development site.

Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):

78 /100

Note: During the 2017 Escambia County RFP process for rental developers, this Hilburn Road property/site was submitted by a different rental developer (Blue Sky Communities) seeking the standard Local Government Contribution from the County. At that time, the developer held an advertised/noticed and well-attended community meeting on October 3, 2017 at Olive Baptist Church. The comments provided at the October 3 meeting were generally (although not universally) positive and supportive of the development and the need for the workforce rental units, especially given the development site's proximity to University Mall/Plaza and West Florida Hospital.

REVIEWER: M. Reeves

SCORING CRITERIA

FHFC RFA #

2018-116

Development Name:

Summer Meadows

Description	Maximum Points Available	Points Awarded
Developer Experience	20	20
*Is the developer currently debarred or prohibited from participating in FHFC programs? N *Does the developer have any areas of non-compliance with FHFC? N *Does the developer have adequate experience to complete this type of project? Y Comments: significant experience w/ tax credit and bond developments (Delphin Downs to be constructed)		
Property Management Experience	10	9
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type? Y Comments: Cambridge is experienced in property mgmt of this type. Currently no properties managed in ESC OR SR, but will manage D. Downs		
Design Compatibility	15	12
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? Y *Does the developer have a plan to allow for community involvement to guide the design process? Not men *Is the scale of the proposed development appropriate for the surrounding neighborhood? Y *Does the development display compatibility with existing properties? Y *Does the development provide any innovative design features, such as crime prevention through environmental design? Y Comments: no mention of comm. input. Surrounding area has mix of multifamily. Scale is appropriate for site & area (backs up to interstate). innovative features will be green building concepts.		
Resident Program Offerings	5	4
*Does the developer offer resident programs in excess of the required minimums from FHFC? Comments: offering HOP, EAP, + literacy training. will also provide financial mgmt		

Local Contractors	5	2
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services? 2		
Comments: perdido grading builders First (supplier)		
Local Partnerships	5	3
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments: proposed w/ opening doors similar to their current agreement w/ Delphin Downs, but no ltrs		
Community Support	10	0
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project?		
*Was any other advertising performed?		
*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets?		
*Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: no community outreach		
Target Areas	5	5
*Is the project located within a City or County Community Redevelopment Area? OR yes		
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		
Comments: Oakfield CRA		
Financial Capacity	10	10
*Does the development proforma indicate sufficient funding to complete the project? y		
Comments: County funds not included in S+U's statement but capacity is sufficient for project. Cost per unit: \$174K		
Local Community Benefits	10	5
*Does the development provide programs or amenities that are available to the surrounding neighborhood? y		
*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? y		
*Does the development provide any innovations that may reduce public expenses in the area? —		
*Will the development provide any set asides for homeless or special needs households? y		
Comments: County funds not included in S+U's Sidewalks will be provided on Hilburn rd. Redevelopment in CRA. 2 units @ 30% for special needs committed. No other specific programs offered to surrounding area.		

Ability to Proceed	5	5
<p>*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? <i>y</i></p> <p>*Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? <i>y</i></p> <p>*Based on Preapplication Review from County/City, how able is the development to proceed? <i>y</i></p> <p>*Does the developer have evidence of site control? <i>y</i></p>		
<p>Comments: <i>all items provided. pre app comments standard.</i> </p>		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		75 /100

74.5

SCORING CRITERIA

FHFC RFA #

Development Name:

SUMNER MEADOWS.

Description	Maximum Points Available	Points Awarded
Developer Experience	20	15
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project? Comments: ? 46 no ADI?		
Property Management Experience	10	5
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type? Comments: No prior management in our area?		
Design Compatibility	15	12
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? ✓ *Does the developer have a plan to allow for community involvement to guide the design process? X *Is the scale of the proposed development appropriate for the surrounding neighborhood? ✓ *Does the development display compatibility with existing properties? ✓ *Does the development provide any innovative design features, such as crime prevention through environmental design? Comments: No comm. involvement? Crime prevention?		
Resident Program Offerings	5	5
*Does the developer offer resident programs in excess of the required minimums from FHFC? Comments:		

37

Local Contractors	5	5
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	5	5
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments: <i>opening doors NAF</i>		
Community Support	10	0
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project?		
*Was any other advertising performed?		
*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets?		
*Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: <i>NO MTA ?</i>		
Target Areas	5	5.0
*Is the project located within a City or County Community Redevelopment Area? <u>OR</u>		
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		
Comments: <i>CHS OAKFIELD</i>		
Financial Capacity	10	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		
Local Community Benefits	10	7.5
*Does the development provide programs or amenities that are available to the surrounding neighborhood? *		
*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? ✓		
*Does the development provide any innovations that may reduce public expenses in the area?		
*Will the development provide any set asides for homeless or special needs households? ✓		
Comments:		

Ability to Proceed	5	5
<p>*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site?</p> <p>*Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density?</p> <p>*Based on Preapplication Review from County/City, how able is the development to proceed?</p> <p>*Does the developer have evidence of site control?</p>		
Comments:		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):	72	72 /100

37.5
32.5
5.0
74.5

You're Invited

to a Community Meeting
Regarding the Development of
6080 Hilburn Road



1st Meeting Date/Time:

November 8th at 5:30 PM

Location of 1st Meeting:

Grace Community Church
1114 E Olive Rd
Pensacola, FL 32514

2nd Meeting Date/Time:

November 15th at 5:30 PM

Location of 2nd Meeting:

Olive Baptist Church
1836 E Olive Rd
Pensacola, FL 32514

You are receiving this notice as you are a property owner located within 2,500 feet of the proposed development site. You are encouraged to attend one or both meetings to hear about the proposed development, ask questions, and offer any feedback.

If you wish to submit written comments or questions prior to the meetings, please feel free to email us at:
info@sphome.com

Looking forward to hearing from you and meeting you!

Kevin Cantu
Southport Development Inc.



318 Beverly Parkway
Pensacola, FL 32505

Phone: (850) 429-0700
Fax: (850) 429-0678
Email: mail@goevergreen.com

Project: RUSH Mailer

Mailing Confirmation

Southport Financial Services, Inc.
5403 West Gray Street
Tampa, FL 33609

Date 11/7/2018
JOB # J44748

Phone: (813) 288-6988

Fax:

Email: kcantu@sphome.com

Number of Mail Pieces	559	Delivered to USPS	11/6/2018
Permit Number	421		

Thank you for allowing Evergreen to assist you with this project!

OWNER	MAILADDRESS	MAILCITY	MAILSTATE	MAILZIP	MAILCOUNTRY	SITEADDRESS	CITY	ZIP
SHAH PANKAJ S	4613	PENSACOLA	FL	32554	*****	8990 NORTH DAVIS HIGHWAY	PENSACOLA	32508
NOLTE RONALD E	1 BALBOA BL DR	NICEVILLE	FL	32578	*****	421 TREE SWALLOW DR	PENSACOLA	32508
FLAA STEPHEN J &	1 LISALIN	CHERRY HILL	FL	32578	*****	7150 PLANTATION PL 423	PENSACOLA	32504
ROSAS MORGAN & PAULINE G	1014 CORONADO DR	GULF BREEZE	FL	32568	*****	601 E BURGESS RD H4	PENSACOLA	32504
SCHOLES DENNIS J JR	1020 BUSHWOOD DR	CANTONMENT	FL	32538-5404	*****	501 E BURGESS RD H4	PENSACOLA	32504
HARRIS DAVID L INITIAL TRUSTEE &	1090 CAMBRIDGE DR	ONSTED	MI	48265	*****	601 E BURGESS RD J4	PENSACOLA	32504
STILLMAN STUART H &	1085 CORONADO DR	GULF BREEZE	FL	32568	*****	601 E BURGESS RD J11	PENSACOLA	32504
ROMERO SHAUN	105 DABRY LANE	NEW BERIA	LA	70580	*****	601 E BURGESS RD J11	PENSACOLA	32504
PHAM MAI TUY	1096 CROSCUT DR	PENSACOLA	FL	32506	*****	6013 HILBURN RD	PENSACOLA	32504
FADDIS THORUNN H &	1071 KELTON BLVD	GULF BREEZE	FL	32568	*****	7240 HILBURN RD D	PENSACOLA	32504
FADDIS THORUNN H &	1071 KELTON BLVD	GULF BREEZE	FL	32568	*****	501 E BURGESS RD C2	PENSACOLA	32504
CYN SOLUTIONS LLC	108 N PALAFOX ST	PENSACOLA	FL	32502	*****	601 E BURGESS RD E5	PENSACOLA	32504
BUMGARDNER VANETTE S	110 DRUMMING PL	NEW BERN	NC	28562	*****	601 E BURGESS RD E2	PENSACOLA	32504
SMITH SEAN	1102 E JORDAN CT	PENSACOLA	FL	32568	*****	7150 PLANTATION RD 211	PENSACOLA	32504
CLARK ROBERT T & GLENDA	1111 PARK LN	PENSACOLA	FL	32514	*****	601 E BURGESS RD E3	PENSACOLA	32504
NELSON DAVID & KATHY	1120 MERIE WAY	PENSACOLA	FL	32514	*****	448 HILBURN LN	PENSACOLA	32504
SCHWARTZ HARRY H 1/4 INT &	1125 N SPRING ST	TEMPLE	AZ	85264	*****	400 BLK TWIN LAKES DR	PENSACOLA	32508
CIRCLE 8 STORES INC	1126 W WARNER RD	CEBAR PARK	TX	78613	*****	501 E BURGESS RD C5	PENSACOLA	32504
ROSAS MORGAN J & KELLY	1142 HARRISON AVE	GULF BREEZE	FL	32568	*****	501 E BURGESS RD C5	PENSACOLA	32504
BOGGS SHARON BROWN 50%	115 N SUNSET AVE	PENSACOLA	FL	32507	*****	500 BLK DR	PENSACOLA	32504
KONRAD GREGORY BENNE BAKER	117 MONROE LN	PENSACOLA	FL	32507	*****	7100 PLANTATION RD 11	PENSACOLA	32504
ROBINS NEST ALI LLC	117 MONROE LN	TEMPLE	TX	78613	*****	6075 HILBURN RD	PENSACOLA	32504
TANAKA GRIZZO & MIYOKO	11775 GRADING BLCK LN	PENSACOLA	FL	32577-5689	*****	6075 HILBURN RD	PENSACOLA	32504
ROBINS RIDGE DEVELOPMENT LLC	120 E MAIN ST SUITE A	PENSACOLA	FL	32317-9419	*****	6075 HILBURN RD	PENSACOLA	32504
METZGER ABE	1200 W SABLE ST	PENSACOLA BEACH	FL	32562	*****	6075 HILBURN RD	PENSACOLA	32504
BOSSO STEPHEN C	1200 W SABLE ST	MANHATTAN BEACH	CA	90766	*****	7150 PLANTATION RD 225	PENSACOLA	32504
LEWIS DE COMPANY INVESTMENTS	1208 MANHATTAN AVE SUITE 19	PENSACOLA	FL	32504	*****	601 E BURGESS RD H8	PENSACOLA	32504
JULIEN ARENIO AHMAAL	1215 BENNING PL	JASPER	VA	25910	*****	400 SHILOH LN	PENSACOLA	32508
HUGGINS SHENDIA A	15 MEADOW VIEW DR	CHESAPEAKE	VA	23030	*****	601 E BURGESS RD H6	PENSACOLA	32504
TRUONG ERIC &	1506 PRESTWICK CT	ORLANDO	FL	32835-8019	*****	601 E BURGESS RD H6	PENSACOLA	32504
SLAUGHTER CYNTHIA A	1518 COUNTRYRIDGE PL	ORLANDO	FL	32504	*****	601 E BURGESS RD F4	PENSACOLA	32504
MILLER DAVID E & TERESA F	1335A BAAALANE CT	AUDORA	CO	80015-1180	*****	7150 PLANTATION PL 428	PENSACOLA	32504
DYER DWIGHT D & MARY M	13824 E BELLEWOOD DR	PENSACOLA BEACH	FL	32561	*****	1400 AGGIE WAY	PENSACOLA	32504
OLMSTEAD KIPPEN J &	1390 FORT PICKENS RD UNIT 248	PENSACOLA	FL	32504	*****	400 BLK SCHUBERT DR	PENSACOLA	32504
MILLER ANTHONY C & JANET M	1400 AGGIE WAY	PENSACOLA	FL	32504	*****	500 BLK E BURGESS RD	PENSACOLA	32504
TOP D LLC	1401 E BELMONT ST	LILLIAN	AL	36549	*****	501 E BURGESS RD B8	PENSACOLA	32504
T L C PROPERTIES INC	1401 N TARRAGONA ST	PENSACOLA	FL	32504	*****	1405 AGGIE WAY	PENSACOLA	32504
T & L MANAGEMENT INC	1401 N TARRAGONA ST	PENSACOLA	FL	32504	*****	1405 AGGIE WAY	PENSACOLA	32504
KHULAIR HELENE M &	1404 RIDGEWOOD DR	PENSACOLA	FL	32504	*****	1405 AGGIE WAY	PENSACOLA	32504
HUNT TOD & ELIZABETH	1405 AGGIE WAY	PENSACOLA	FL	32504	*****	1405 AGGIE WAY	PENSACOLA	32504
PATTERSON ASHLEY L	1409 AGGIE WAY	PENSACOLA	FL	32504	*****	1405 AGGIE WAY	PENSACOLA	32504
ROY VIRGINIA L	1411 AGGIE WAY	PENSACOLA	FL	32504	*****	1411 AGGIE WAY	PENSACOLA	32504
CHARLEY CAROLIN A	1412 AGGIE WAY	PENSACOLA	FL	32504	*****	1412 AGGIE WAY	PENSACOLA	32504
YOUNG BONNIE R	1417 AGGIE WAY	PENSACOLA	FL	32504	*****	1417 AGGIE WAY	PENSACOLA	32504
KENNY CHRISTOPHER D &	1424 AGGIE WAY	PENSACOLA	FL	32504	*****	1421 AGGIE WAY	PENSACOLA	32504
STANLEY GORDON E	1424 AGGIE WAY	PENSACOLA	FL	32504	*****	1424 AGGIE WAY	PENSACOLA	32504
ANDERSON CHARLES A	1428 AGGIE WAY	PENSACOLA	FL	32504	*****	1428 AGGIE WAY	PENSACOLA	32504
GREENE PAULEA	1428 AGGIE WAY	PENSACOLA	FL	32504	*****	1428 AGGIE WAY	PENSACOLA	32504
ROBBLOTH CHRISTOPHER M	1429 AGGIE WAY	PENSACOLA	FL	32504	*****	1429 AGGIE WAY	PENSACOLA	32504
DORSEY THOMAS D	1449 PLAYERS CLUB CIR	GULF BREEZE	FL	32504	*****	1409 AGGIE WAY	PENSACOLA	32504
WARD LAWRENCE R	1470 HWY B4	EVERGREEN	FL	32541-3581	*****	1409 AGGIE WAY	PENSACOLA	32504
WILSON NICHOLAS A	1489 WILKES AVE	BILOXI	MS	39401	*****	400 BLK TWIN LAKES DR	PENSACOLA	32508
COWAN GABRIELA A	15 MILLARD CT	URBANDALE	IA	50980	*****	601 E BURGESS RD K11	PENSACOLA	32504
B & W LLC	15009 PLUM DR	URBANDALE	IA	50928	*****	1408 AGGIE WAY	PENSACOLA	32504
JENNINGS EUGENE R	1505 STONECLIFF DR	PENSACOLA	FL	32514	*****	3982 BORN DR	PENSACOLA	32514
NGUYEN LUYN D & JENNY T	1515 STONECLIFF DR	MONROVILLE	PA	15146	*****	1505 ATWOOD DR	PENSACOLA	32514
PYLE SISTERS TRUST	159 CANOPY COVE	PREPOT	FL	32459	*****	501 E BURGESS RD G12	PENSACOLA	32504
COMMUNICATION WORKERS OF AMERICA	1621 ATWOOD DR	PENSACOLA	FL	32514	*****	601 E BURGESS RD F3	PENSACOLA	32504
MITCHELL DAVID B & BONNIE S	16787 PERIDOO KEY DR # B04	PENSACOLA	FL	32507	*****	1621 ATWOOD DR	PENSACOLA	32514
FTZI III LLC	1682 VA DELUNA DR	PENSACOLA BEACH	FL	32561	*****	5980 BORN DR	PENSACOLA	32504
GULLERY CINDY	169 HILBURN CT	PENSACOLA	FL	32504	*****	5979 BORN DR	PENSACOLA	32504
BEACH COMMUNITY BANK	17 SE EGLIN PKWY	FORT WALTON BEACH	FL	32504	*****	168 HILBURN CT	PENSACOLA	32504
BEACH COMMUNITY BANK	17 SE EGLIN PKWY	FORT WALTON BEACH	FL	32548	*****	7100 PLANTATION RD 13	PENSACOLA	32504
KNICK EVAN &	1717 E STRONG ST	PENSACOLA	FL	32566	*****	7100 PLANTATION RD 14	PENSACOLA	32504
MORRIS ROBERT C	1727 TURKEY OAK DR	NAVARRE	FL	32564	*****	601 E BURGESS RD K3	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	180 E BROAD ST	COLUMBUS	OH	43215	*****	7100 PLANTATION RD 9	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	173 HILBURN CT	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	PLANTATION RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	711 N DAVIS HWY	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	711 N DAVIS HWY	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC	182 E BROAD ST	COLUMBUS	OH	43215	*****	500 E BURGESS RD	PENSACOLA	32504
UNIVERSITY TOWN PLAZA LLC								

2000 MONARCH TOWER

PENSACOLA	FL	32503	359 TREE SWALLOW DR	PENSACOLA	32504
SCARBOROUGH	ME	40774	601 E BURGESS RD A1	PENSACOLA	32504
PENSACOLA	FL	32503	362 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32503	363 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32503	364 GETTYSBURG DR	PENSACOLA	32504
PENSACOLA	FL	32503	367 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32503	367 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32503	370 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32503	371 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32503	602 PLANTATION RD 8	PENSACOLA	32504
ROCKY POINT	FL	32503	601 E BURGESS RD C	PENSACOLA	32504
PENSACOLA	FL	32503	374 GETTYSBURG DR	PENSACOLA	32504
PENSACOLA	FL	32503	6704 PLANTATION RD C	PENSACOLA	32504
PENSACOLA	FL	32503	375 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32503	378 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32503	379 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32503	6500 BLX VICKSBURG DR	PENSACOLA	32504
PENSACOLA	FL	32503	380 E BURGESS RD	PENSACOLA	32504
YANDELY	PA	15687	501 E BURGESS RD 66	PENSACOLA	32504
PENSACOLA	FL	32503	381 E BURGESS RD	PENSACOLA	32504
PENSACOLA	FL	32503	381 GETTYSBURG DR	PENSACOLA	32504
PENSACOLA	FL	32503	7130 PLANTATION RD 124	PENSACOLA	32504
DALLAS	TX	75214	383 TREE SWALLOW DR 313	PENSACOLA	32504
PENSACOLA	FL	32503	384 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32503	384 TREE SWALLOW LN	PENSACOLA	32504
PENSACOLA	FL	32503	386 GETTYSBURG DR	PENSACOLA	32504
PENSACOLA	FL	32503	3577 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32503	375 HILBURN RD 3-A-D	PENSACOLA	32504
PENSACOLA	FL	32503	387 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32508	395 TREE SWALLOW DR	PENSACOLA	32508
PENSACOLA	FL	32503	7130 PLANTATION RD 127	PENSACOLA	32504
CANTONMENT	FL	32503	301 E BURGESS RD 64	PENSACOLA	32504
CANTONMENT	FL	32503	389 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32504	402 TWIN LAKES DR	PENSACOLA	32504
PENSACOLA	FL	13917	7232 PLANTATION RD	PENSACOLA	32504
MCMURRAY	PA	32561	601 E BURGESS RD A2	PENSACOLA	32504
GULF BREEZE	FL	32561	602 E BURGESS RD C4	PENSACOLA	32504
PENSACOLA	FL	32563	402 TREE SWALLOW DR	PENSACOLA	32504
GAINESVILLE	GA	30501	740 E BURGESS RD	PENSACOLA	32504
PENSACOLA	FL	32563	403 TREE SWALLOW DR	PENSACOLA	32504
CANTONMENT	FL	32563	7380 PLANTATION RD	PENSACOLA	32504
CANTONMENT	FL	32563	7200 PLANTATION RD	PENSACOLA	32504
PENSACOLA	FL	32563	406 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32564	406 TWIN LAKES DR	PENSACOLA	32504
PENSACOLA	FL	32564	177 HILBURN CT	PENSACOLA	32504
PENSACOLA	FL	32564	405 TWIN LAKES DR	PENSACOLA	32504
PENSACOLA	FL	32564	409 TWIN LAKES DR	PENSACOLA	32504
PENSACOLA	FL	32564	434 TWIN LAKES DR	PENSACOLA	32504
PENSACOLA	FL	32571	601 E BURGESS RD K10	PENSACOLA	32504
MILTON	FL	32571	501 E BURGESS RD F2	PENSACOLA	32504
MILTON	FL	32571-71688	501 E BURGESS RD F2	PENSACOLA	32504
MILTON	FL	32571-71688	501 E BURGESS RD F4	PENSACOLA	32504
MILTON	FL	32571-71688	501 E BURGESS RD F5	PENSACOLA	32504
MILTON	FL	32571-71688	501 E BURGESS RD F6	PENSACOLA	32504
PACE	FL	32571-71688	501 E BURGESS RD H1	PENSACOLA	32504
PACE	FL	32571	501 E BURGESS RD H7	PENSACOLA	32504
PACE	FL	32571	501 E BURGESS RD D3	PENSACOLA	32504
SVALCUGA	AL	34450-34503	402 HILBURN LN	PENSACOLA	32504
INVERNESS	FL	32503	601 E BURGESS RD D4	PENSACOLA	32504
PENSACOLA	FL	32503	413 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32514	5940 HILBURN DR	PENSACOLA	32504
PENSACOLA	FL	32514	6000 BLX HILBURN DR	PENSACOLA	32504
PENSACOLA	FL	32503	434 TREE SWALLOW LN	PENSACOLA	32504
PENSACOLA	FL	32503	437 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32504	417 TWIN LAKES DR	PENSACOLA	32504
MILTON	FL	32508	381 TREE SWALLOW DR	PENSACOLA	32504
MILTON	FL	32508-6099	801 HILBURN PL	PENSACOLA	32504
PENSACOLA	FL	32504	420 HILBURN LN	PENSACOLA	32504
PENSACOLA	FL	32504	421 TWIN LAKES DR	PENSACOLA	32504
PENSACOLA	FL	32503	422 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32504	7130 PLANTATION RD 125	PENSACOLA	32504
PENSACOLA	FL	32503	423 TREE SWALLOW DR	PENSACOLA	32504
PENSACOLA	FL	32504	425 TWIN LAKES DR	PENSACOLA	32504
PENSACOLA	FL	32503	501 E BURGESS RD H2	PENSACOLA	32504
PENSACOLA	FL	32503	501 E BURGESS RD H6	PENSACOLA	32504
PENSACOLA	FL	32503	428 E BURGESS RD	PENSACOLA	32504
PENSACOLA	FL	32503	436 TREE SWALLOW DR	PENSACOLA	32504
CANTONMENT	FL	32503	7230 HILBURN RD 3-A-D	PENSACOLA	32504
PENSACOLA	FL	32503	7230 HILBURN RD 3-A-D	PENSACOLA	32504
TUCSON	AZ	85718	7230 HILBURN RD 3D	PENSACOLA	32504
TUCSON	AZ	85718	7230 HILBURN RD 3D	PENSACOLA	32504
TUCSON	AZ	85728	7230 HILBURN RD E	PENSACOLA	32504
PENSACOLA	FL	32503	429 TREE SWALLOW DR	PENSACOLA	32504

GREEN JONATHAN BUDLEY	429 TWIN LAKE DR	PENASCOLA	32504	FL	32504	PENASCOLA
FRANKLIN FRED D	480 ALLEN CT	PENASCOLA	32514	FL	32514	PENASCOLA
SMITH-STEPHEN D &	490 EAST BURGESS ROAD	PENASCOLA	32504	FL	32504	PENASCOLA
ARNOLD TEREITHA	490 HILBURN LN	PENASCOLA	32504	FL	32504	PENASCOLA
ANDERSON THERESA M	490 HILBURN LN	PENASCOLA	32504	FL	32504	PENASCOLA
SLAY TERRY G	483 SHILOH DR	PENASCOLA	32508	FL	32508	PENASCOLA
POULIOT STEPHEN J EST OF	483 HILBURN LN	PENASCOLA	32504	FL	32504	PENASCOLA
HOPKINS ELBERT W JR &	4324 CALM TER	PENASCOLA	32508	FL	32508	PENASCOLA
CLARK SUSAN A	439 HILBURN LN	PENASCOLA	32504	FL	32504	PENASCOLA
GALECKI BENJAMIN E	439 SHILOH DR	PENASCOLA	32504	FL	32504	PENASCOLA
JENKINS MCINLEY C	493 TREE SWALLOW DR	PENASCOLA	32508	FL	32508	PENASCOLA
KREMAN JAMES P & DIANA C TRUSTEES	439 TWIN LAKES DR	PENASCOLA	32504	FL	32504	PENASCOLA
BRANCH DAWN M	436 SHILOH LN	PENASCOLA	32504	FL	32504	PENASCOLA
DALRYMPLE BOBBY	456 SHILOH DR	PENASCOLA	32504	FL	32504	PENASCOLA
LEMON RAYMOND C	4569 PRIVATE POINTE DR	PENASCOLA	32508	FL	32508	PENASCOLA
UMSTEAD MICHAEL W	437 HILBURN LN	PENASCOLA	32504	FL	32504	PENASCOLA
SALTER KENNETH M &	437 TWIN LAKES DR	PENASCOLA	32504	FL	32504	PENASCOLA
ARDT DIANA L	489 HILBURN LN	PENASCOLA	32504	FL	32504	PENASCOLA
SARDAM MOSHE	440 E BURGESS RD	PENASCOLA	32504	FL	32504	PENASCOLA
DAVIS TAWNI &	440 HILBURN LN	PENASCOLA	32504	FL	32504	PENASCOLA
RYERWALK CONDOMINIUM ASSOCIATION INC	4400 BAYOU BLVD STE 35	PENASCOLA	32504	FL	32504	PENASCOLA
ALLEN BERRY R	441 ALLEN CT	PENASCOLA	32504	FL	32504	PENASCOLA
HAMMOND JULIUS L & LARRESA	441 ALLEN CT	PENASCOLA	32504	FL	32504	PENASCOLA
AUSTIN WILLIAM B	444 SHILOH DR	PENASCOLA	32504	FL	32504	PENASCOLA
PAIS GEORGIA M	441 TWIN LAKES DR	PENASCOLA	32504	FL	32504	PENASCOLA
MANA WILSON M	444 SHILOH DR	PENASCOLA	32504	FL	32504	PENASCOLA
LEE THOMAS & DESHA K	445 HILBURN LN	PENASCOLA	32504	FL	32504	PENASCOLA
LEWIS KATHY CHUN	449 HILBURN LN	PENASCOLA	32504	FL	32504	PENASCOLA
ANWY PRINCE	450 BROADWAY STE 910	PENASCOLA	32504	FL	32504	PENASCOLA
SIGBERG SARAH E	450 E BURGESS RD	PENASCOLA	32504	FL	32504	PENASCOLA
NPK CLOSE LLC	4532 WATERWHEEL TURN	PENASCOLA	32504	FL	32504	PENASCOLA
BONNER CARROLL D & L	4538 SEA VISTA CT	PENASCOLA	32514	FL	32514	PENASCOLA
BONNER MARCUS R LIFE EST &	4538 SEA VISTA CT	PENASCOLA	32514	FL	32514	PENASCOLA
BONNER MARCUS R LIFE EST &	4538 SEA VISTA CT	PENASCOLA	32514	FL	32514	PENASCOLA
BONNER MARCUS R LIFE EST &	4538 SEA VISTA CT	PENASCOLA	32514	FL	32514	PENASCOLA
BONNER MARCUS R LIFE EST	4538 SEA VISTA CT	PENASCOLA	32514	FL	32514	PENASCOLA
BONNER MARCUS R LIFE EST	4538 SEA VISTA CT	PENASCOLA	32514	FL	32514	PENASCOLA
BONNER MARCUS R LIFE EST	4538 SEA VISTA CT	PENASCOLA	32514	FL	32514	PENASCOLA
BONNER MARCUS R LIFE EST	4538 SEA VISTA CT	PENASCOLA	32514	FL	32514	PENASCOLA
BONNER MARCUS R LIFE EST	4538 SEA VISTA CT	PENASCOLA	32514	FL	32514	PENASCOLA
SOCHER YOTAM	457 E BURGESS RD	PENASCOLA	32504	FL	32504	PENASCOLA
BITTON MICHAEL	464 E BURGESS RD	PENASCOLA	32504	FL	32504	PENASCOLA
MORRIS KAREN MCARTERY	465 HERON WILLA LN	PENASCOLA	32508	FL	32508	PENASCOLA
WALDEN MICHAEL W &	458 E BURGESS RD	PENASCOLA	32504	FL	32504	PENASCOLA
HOLYFIELD MICHAEL Y	460 LONG ACRE DR	BOSSIER CITY	71111-8229	LA	71111-8229	PENASCOLA
NEAL BRIAN B & TAHYAL	462 SHILOH DR	PENASCOLA	32504	FL	32504	PENASCOLA
ESPINOZA CARLOS RICARDO	462 E BURGESS RD	PENASCOLA	32504	FL	32504	PENASCOLA
REJUR SUSAN D	467 CALLE VENTOSO	PENASCOLA	32504	FL	32504	PENASCOLA
UNDERDONK KIRK N	464 SHILOH DR	PENASCOLA	32504	FL	32504	PENASCOLA
CRANE CLEO D &	468 ALLEN CT	PENASCOLA	32504	FL	32504	PENASCOLA
KNOWLES PERRY & KIM	471 WESTGATE WAY UNIT 8	PENASCOLA	32504	FL	32504	PENASCOLA
WALDEN MICHAEL W	4714 BRIDGEPALLE RD	PENASCOLA	32504	FL	32504	PENASCOLA
WYELYS MARTHA E	472 ALLEN CT	PENASCOLA	32504	FL	32504	PENASCOLA
WYELYS MARTHA E	472 ALLEN CT	PENASCOLA	32504	FL	32504	PENASCOLA
GREEN BRYANT	4722 HWY 76	COTTONTOWN	71221-7176	TN	71221-7176	PENASCOLA
U S BANK NATIONAL ASSOCIATION	4801 FREDERICA ST	OWENSBORO	40301-1800	KY	40301-1800	PENASCOLA
WALLET MARSHA C	4814 RIBAUD LN	MILTON	35448-1800	FL	35448-1800	P

SWANNET LAURA ANNE	6027 HILBURN RD	PENSCOLA	FL	32504	6027 HILBURN RD	PENSCOLA	FL	32504
JOLLY RAJA & LEILA M	6021 HILBURN RD	PENSCOLA	FL	32504	6021 HILBURN RD	PENSCOLA	FL	32504
WHITE PAMELA	6025 HILBURN RD	PENSCOLA	FL	32504	6025 HILBURN RD	PENSCOLA	FL	32504
WATER LERRY L	6025 STEPHEN RD	PENSCOLA	FL	32504	6025 STEPHEN RD	PENSCOLA	FL	32504
RHODES DANIEL R	6105 HILBURN RD	PENSCOLA	FL	32504	6105 HILBURN RD	PENSCOLA	FL	32504
JEROME JEROME N &	6105 HILBURN RD	PENSCOLA	FL	32504	6105 HILBURN RD	PENSCOLA	FL	32504
DUENKSEN JAMES F & DRUJANNE	6107 HILBURN RD	PENSCOLA	FL	32504	6107 HILBURN RD	PENSCOLA	FL	32504
PORTER VON	6109 HILBURN RD	PENSCOLA	FL	32504	6109 HILBURN RD	PENSCOLA	FL	32504
HARDY TEGENE C	6111 HILBURN RD	PENSCOLA	FL	32504	6111 HILBURN RD	PENSCOLA	FL	32504
BRUSTER BRANDON D	6113 HILBURN RD	PENSCOLA	FL	32504	6113 HILBURN RD	PENSCOLA	FL	32504
LEE ANNE MARIE	6115 HILBURN RD	PENSCOLA	FL	32504	6115 HILBURN RD	PENSCOLA	FL	32504
TAVARES MICHAEL C &	6119 HILBURN RD	PENSCOLA	FL	32504	6119 HILBURN RD	PENSCOLA	FL	32504
PHAM THANH VAN &	6121 HILBURN RD	PENSCOLA	FL	32504	6121 HILBURN RD	PENSCOLA	FL	32504
CAMPBELL ELENA B	6122 ENCLAVE DR	PENSCOLA	FL	32504	6122 ENCLAVE DR	PENSCOLA	FL	32504
WILSON CHARY	6127 CONFEDERATE DR	PENSCOLA	FL	32504	6127 CONFEDERATE DR	PENSCOLA	FL	32504
CUPP MARJORIE D EST OF	6208 SARAH DR	PENSCOLA	FL	32504	6208 SARAH DR	PENSCOLA	FL	32504
GREEN MARTY P	6210 SARAH DR	PENSCOLA	FL	32504	6210 SARAH DR	PENSCOLA	FL	32504
ROBERTS WAYNE A & LINDA SUE	6215 SARAH DR	PENSCOLA	FL	32504	6215 SARAH DR	PENSCOLA	FL	32504
HOBBS JAMES W	6215 N 9TH AVE	PENSCOLA	FL	32504	6215 N 9TH AVE	PENSCOLA	FL	32504
ALBERDA MARK D &	6215 SARAH DR	PENSCOLA	FL	32504	6215 SARAH DR	PENSCOLA	FL	32504
HARRIS JENNIFER W	6217 SARAH DR	PENSCOLA	FL	32504	6217 SARAH DR	PENSCOLA	FL	32504
GREENE JENNIFER	6220 VICKSBURG DR	PENSCOLA	FL	32508	6220 VICKSBURG DR	PENSCOLA	FL	32508
ASARIN SALVATORE LIFE EST	6231 VICKSBURG DR	PENSCOLA	FL	32508	6231 VICKSBURG DR	PENSCOLA	FL	32508
CORBIN JAY JUDSON	6232 VICKSBURG DR	PENSCOLA	FL	32508	6232 VICKSBURG DR	PENSCOLA	FL	32508
WATSON HENRY D	6233 VICKSBURG DR	PENSCOLA	FL	32508	6233 VICKSBURG DR	PENSCOLA	FL	32508
MILLER BRUCE L TRUSTEE FOR MILLER BRUCE L	6233 VICKSBURG DR	PENSCOLA	FL	32508	6233 VICKSBURG DR	PENSCOLA	FL	32508
ARGONAUT PROPERTIES LLC	6233 VICKSBURG DR	PENSCOLA	FL	32508	6233 VICKSBURG DR	PENSCOLA	FL	32508
ARGONAUT PROPERTIES LLC	6233 VICKSBURG DR	PENSCOLA	FL	32508	6233 VICKSBURG DR	PENSCOLA	FL	32508
CANO JOSE &	6304 SUMMER CIR	PENSCOLA	FL	32504	6304 SUMMER CIR	PENSCOLA	FL	32504
HAGLER WILLIAM R	6305 PARAKEET TRL	PENSCOLA	FL	32503	6305 PARAKEET TRL	PENSCOLA	FL	32503
SCHENCK REBECCA S	6305 PEACHTREE DUNWOODY RD	PENSCOLA	FL	32503	6305 PEACHTREE DUNWOODY RD	PENSCOLA	FL	32503
TOZOU ALVERNA M	6308 VICKSBURG DR	PENSCOLA	FL	32508	6308 VICKSBURG DR	PENSCOLA	FL	32508
BRENNAN BENJAMIN M	6309 PARAKEET TRL	PENSCOLA	FL	32503	6309 PARAKEET TRL	PENSCOLA	FL	32503
WILLIS JOHN A	6309 VICKSBURG DR	PENSCOLA	FL	32508	6309 VICKSBURG DR	PENSCOLA	FL	32508
GRISETT BOBBY G & TINA L	6311 VICKSBURG DR	PENSCOLA	FL	32508	6311 VICKSBURG DR	PENSCOLA	FL	32508
WELSH CRAIG A &	6311 VICKSBURG DR	PENSCOLA	FL	32508	6311 VICKSBURG DR	PENSCOLA	FL	32508
HOWLING JOSEPH E & VIRGINIA A	6311 VICKSBURG DR	PENSCOLA	FL	32508	6311 VICKSBURG DR	PENSCOLA	FL	32508
ACCLEAN PAUL T	6316 APPROXIMATX DR	PENSCOLA	FL	32503	6316 APPROXIMATX DR	PENSCOLA	FL	32503
WILSON JIMMY L	6344 APPROXIMATX DR	PENSCOLA	FL	32503	6344 APPROXIMATX DR	PENSCOLA	FL	32503
HEATH BETTY LOU LIFE ESTATE	6344 APPROXIMATX DR	PENSCOLA	FL	32503	6344 APPROXIMATX DR	PENSCOLA	FL	32503
BAKER JOHN J &	6344 APPROXIMATX DR	PENSCOLA	FL	32503	6344 APPROXIMATX DR	PENSCOLA	FL	32503
HANDLER HELMUTH E	6344 APPROXIMATX DR	PENSCOLA	FL	32503	6344 APPROXIMATX DR	PENSCOLA	FL	32503
DANIELLEY HOWARD D & LINDA D	6344 APPROXIMATX DR	PENSCOLA	FL	32503	6344 APPROXIMATX DR	PENSCOLA	FL	32503
GADOSH STEPHEN	6344 APPROXIMATX DR	PENSCOLA	FL	32503	6344 APPROXIMATX DR	PENSCOLA	FL	32503
GADOSH STEPHEN	6344 APPROXIMATX DR	PENSCOLA	FL	32503	6344 APPROXIMATX DR	PENSCOLA	FL	32503
U AND A REAL ESTATE LLC	6400 LONG ST APT 31	PENSCOLA	FL	32504	6400 LONG ST APT 31	PENSCOLA	FL	32504
MYE PROPERTY LLC	6400 LONG ST STE 31	PENSCOLA	FL	32504	6400 LONG ST STE 31	PENSCOLA	FL	32504
PENSCOLA HOMES FOR LESS LLC	6400 LONG STREET SUITE 21	PENSCOLA	FL	32504	6400 LONG STREET SUITE 21	PENSCOLA	FL	32504
BURTT MICHAEL S	656 W GARDEN ST	PENSCOLA	FL	32504	656 W GARDEN ST	PENSCOLA	FL	32504
WHITE SHARMAYNE DENISE EST OF	6571 ALVIN WAY	PENSCOLA	FL	32504	6571 ALVIN WAY	PENSCOLA	FL	32504
BERRIO LUIS M & BETTY	665 SMITHERS DR	PENSCOLA	FL	32504	665 SMITHERS DR	PENSCOLA	FL	32504
WORLDWIDE MORTGAGE SOLUTIONS LLC	6637 ARBEN DR	PENSCOLA	FL	32504	6637 ARBEN DR	PENSCOLA	FL	32504
GUERNSEY & ASSOCIATES INC	6702 PLANTATION RD STE C	PENSCOLA	FL	32504	6702 PLANTATION RD STE C	PENSCOLA	FL	32504
SECURITY ENGINEERING OF PENSCOLA INCORPORATED	6704 PLANTATION RD STE A	PENSCOLA	FL	32504	6704 PLANTATION RD STE A	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	PENSCOLA	FL	32504
LANDRUM FAMILY PARTNERSHIP LTD	6723 PLANTATION RD	PENSCOLA	FL	32504	6723 PLANTATION RD	P		

AM SOUTH BANK OF FLORIDA	70 N BAYLEN ST	FL	32501	601 E BURGESS RD	PENSACOLA	32504
PS FLORIDA ONE INC	701 WESTERN AVENUE PS# 23852	CA	91203-917	7001 PLANTATION RD	PENSACOLA	32504
VASQUEZ REALTY LLC	710 SCENIC HWY APT 508	FL	32504	501 E BURGESS RD 61	PENSACOLA	32504
CARLSON JAMES D	7100 PLANTATION RD, BLDG 21	FL	32504	7100 PLANTATION RD 22	PENSACOLA	32504
CARLSON JAMES D & PATRICIA A	7100 PLANTATION RD, BLDG 21	FL	32504	7100 PLANTATION RD 21	PENSACOLA	32504
BOCKWITH HOLDINGS INC	7100 PLANTATION ROAD SUITE 4	FL	32504	7100 PLANTATION RD 4	PENSACOLA	32504
NICHOLSON STEPHEN S PENDERGRASS	7150 PLANTATION PL # 426	FL	32504	7150 PLANTATION PL 426	PENSACOLA	32504
LYNN SCOTT D	7150 PLANTATION PLACE UNIT 213	FL	32504	7150 PLANTATION RD 213	PENSACOLA	32504
LANE DONALD W	7150 PLANTATION RD # 119	FL	32504	7150 PLANTATION RD 119	PENSACOLA	32504
ANDERSON JEROME	7150 PLANTATION RD # 221	FL	32504	7150 PLANTATION RD 221	PENSACOLA	32504
ALLABE PABLO P	7150 PLANTATION RD # 334	FL	32504	7150 PLANTATION RD 334	PENSACOLA	32504
PREBBLE DAVID A	7150 PLANTATION RD # 321	FL	32504	7150 PLANTATION RD 321	PENSACOLA	32504
DEDRICK MAUREEN	7150 PLANTATION RD # 454	FL	32504	7150 PLANTATION RD 454	PENSACOLA	32504
VENETTO JATHRYN W	7150 PLANTATION RD # 422	FL	32504	7150 PLANTATION PL 422	PENSACOLA	32504
TUCKER JESSICA WATSON	7150 PLANTATION RD #128	FL	32504	7150 PLANTATION RD 128	PENSACOLA	32504
BROUSSARD JONATHAN	7150 PLANTATION RD #214	FL	32504	7150 PLANTATION RD 214	PENSACOLA	32504
PRICE GENE S	7150 PLANTATION RD #225	FL	32504	7150 PLANTATION RD 225	PENSACOLA	32504
WILLIAMS ALVIN S	7150 PLANTATION RD #241	FL	32504	7150 PLANTATION RD 241	PENSACOLA	32504
KRISMAN JETH A	7150 PLANTATION RD #321	FL	32504	7150 PLANTATION RD 321	PENSACOLA	32504
COLLIER KENNETH E	7150 PLANTATION RD APT 427	FL	32504	7150 PLANTATION RD 427	PENSACOLA	32504
ROY SHAWN K	7150 PLANTATION RD UNIT 124	FL	32504	7150 PLANTATION RD 124	PENSACOLA	32504
ROSAS ANA M	7150 PLANTATION RD UNIT 126	FL	32504	7150 PLANTATION RD 126	PENSACOLA	32504
ARTS ALECIA JANE E	7150 PLANTATION RD UNIT 232	FL	32504	7150 PLANTATION RD 232	PENSACOLA	32504
HUGHES JONATHAN R	7200 PLANTATION RD	FL	32504	7200 PLANTATION RD 136	PENSACOLA	32504
KASPERLE DANIEL W III	7200 PLANTATION RD	FL	32504	7200 PLANTATION RD 212	PENSACOLA	32504
AUDLEMAN WILDA S	7200 TWIN LAKES LN	FL	32504	7200 TWIN LAKES LN	PENSACOLA	32504
THOMAS-COCHRAN ANGELA M	7200 TWIN LAKES LN	FL	32504	7200 TWIN LAKES LN	PENSACOLA	32504
METWHER JAMES R	7200 TWIN LAKES LN	FL	32504	7200 TWIN LAKES LN	PENSACOLA	32504
SCHALL ANDREA M	7200 TWIN LAKES LN	FL	32504	7200 TWIN LAKES LN	PENSACOLA	32504
SONIA FLORIDA LLC	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
PENNEBAKER DAVID K & NANT	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
KEEF PETER B &	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
KEEF PETER & ANN	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
KEEF ANA JZ INT	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
LUS KENNETH R &	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
GARCIA ROBERT	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
OH NALANIAN HOSPITALITY INC	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
ROBERT RICHARD L	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
SEIDACK RONALD S & MARCIA A	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
SEIDACK RONALD & LIFE EST &	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
RELAX HOSPITALITY LLC	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
HICKS FRANK J & PAMELA J	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
GOPHERING MICHAEL A &	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
HANSEN STEVE	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
BATTEN THOMAS D &	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
SMITH PHILIP Z &	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
PUTMAN TERRY A	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
SEABROOK-HALEY MINIA	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
SAWYER CHRISTOPHER	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
ADK COMMUNICATIONS OF	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
MONDELLO STEPHANIE A &	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
BUSH DENVER M & DONIS	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
APFL TIMOTHY G	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
SNK INVESTMENT PROPERTIES LLC	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
PAIKEN PRADIEP M	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
HOFFMAN BEVERLY M &	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
BENITEZ CONRADO O JR	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
MADOLUX MICHAEL A	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
FERGUSON BURR JR &	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
DAK KNOLLS ESTATES HOMEOWNERS ASSN INC	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
PVE R INVESTMENTS LLC	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
MEAGHER ROBERT J	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
COATELLO VILL G & SUGAN M	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
APPLE TEN HOSPITALITY OWNERSHIP INC	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
FIRTH BRANDI R HALTOM	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
AMMONS WILLIAM S & TATUM	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
DOZEMAN JEREMY E	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
OSTER DAYNA W &	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
B&E HOLDINGS LLC	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
B&E HOLDINGS LLC	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
B&E HOLDINGS LLC	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
B&E HOLDINGS LLC	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
B&E HOLDINGS LLC	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
B&E HOLDINGS LLC	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
B&E HOLDINGS LLC	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
B&E HOLDINGS LLC	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
LOWE SHERI A	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
BROOKS JANICE MARIE	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504
KRUMBEIN JENNIFER LYNN	7212 TWIN LAKES LN	FL	32504	7212 TWIN LAKES LN	PENSACOLA	32504

Username (Your Email)

Password

[Search Again | Archives](#)

☒ Newest First

☐ Oldest First

☐ Keyword Relevance

Sort

Showing results **1** through **1** of **1**
(1 Pages)

Show results beginning at page:

1

Pensacola News Journal

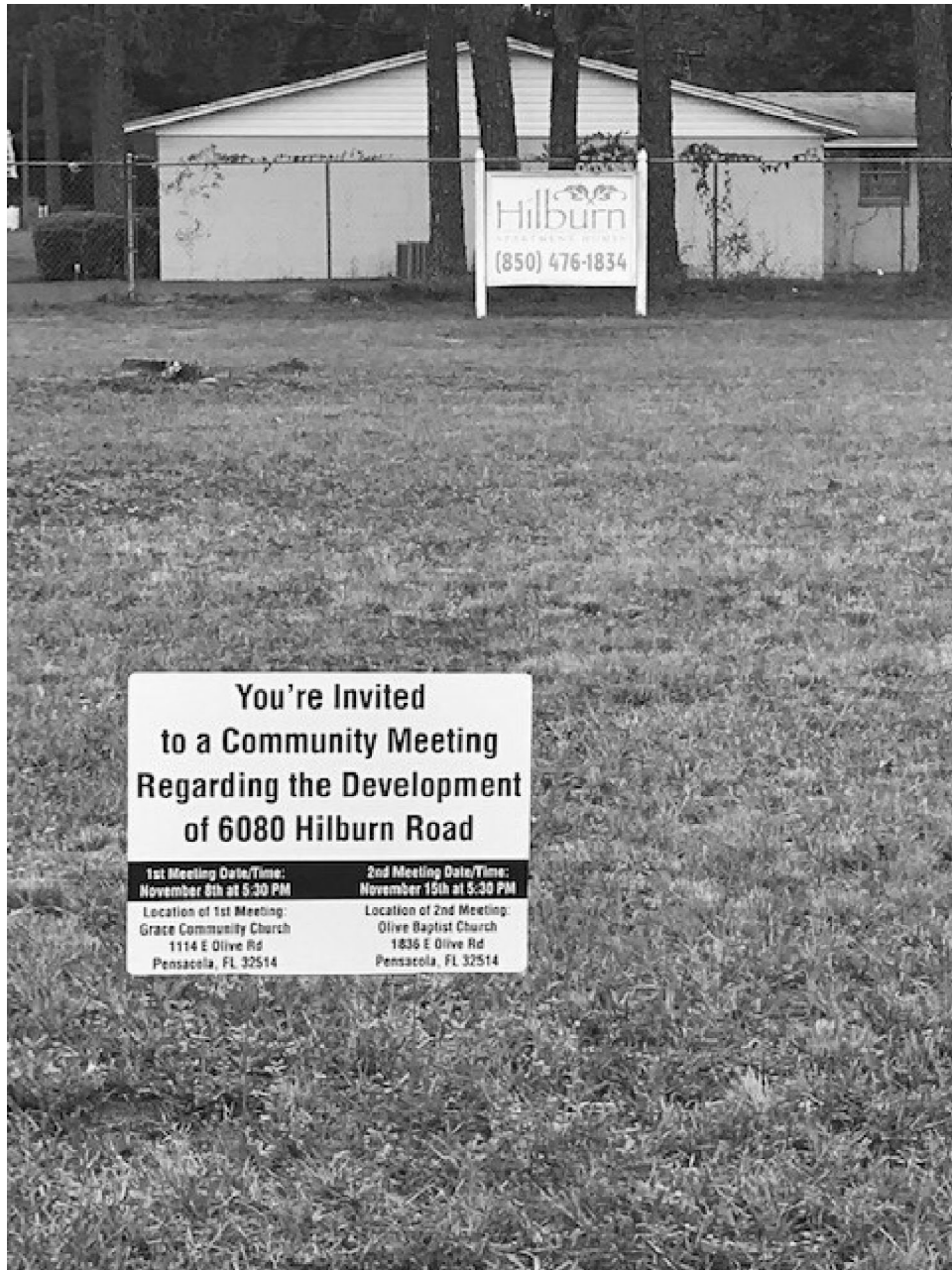
Nov. 7, 2018

Miscellaneous Notices

You're Invited to a Community Meeting Regarding the Development of 6080 Hilburn Road 1st Meeting Date/Time: November 8th at 5:30 PM Location of 1st Meeting: Grace Community Church 1114 E Olive Rd Pensacola, FL 32514 2nd Meeting Date/Time: November 15th at 5:30 PM Location of 2nd Meeting: Olive Baptist Church 1836 E Olive Rd Pensacola, FL 32514 Legal No.3240353, Nov.7, 8, 2018

Show results beginning at page:

1



**You're Invited
to a Community Meeting
Regarding the Development
of 6080 Hilburn Road**

1st Meeting Date/Time:
November 8th at 5:30 PM

Location of 1st Meeting:
Grace Community Church
1114 E Olive Rd
Pensacola, FL 32514

2nd Meeting Date/Time:
November 15th at 5:30 PM

Location of 2nd Meeting:
Olive Baptist Church
1836 E Olive Rd
Pensacola, FL 32514



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Special BCC Meeting

9.

Meeting Date: 11/19/2018

Issue: Local Government Area of Opportunity for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments Located in Medium Counties

From: TONYA GREEN, Neighborhood & Human Services Director

Organization: Neighborhood & Human Svcs

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Local Government Area of Opportunity for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments Located in Medium Counties - Tonya Green, Neighborhood & Human Services Director

That the Board select Hampton Pines, Hayden Place Apartments, or New Life Estates, and approve and authorize the County Administrator or Assistant County Administrator to sign the Local Government Verification of Contribution Loan Form in support of the Local Government Area of Opportunity for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments located in Medium Counties for the selected development.

[Funding: Escambia County Housing Finance Authority; Fund 120, SHIP; and/or Fund 124, Affordable Housing]

BACKGROUND:

In May 2017, the Board authorized an application process for developers seeking a minimum local government contribution in order to apply for housing tax credits through the Florida Housing Finance Corporation (FHFC) competitive tax credits cycle. For this fiscal year, FHFC is NOT requiring developers to secure a local government contribution as a mandatory component of the application for the 9% Housing Tax Credit applications under RFA 2018-110 Housing Credit Financing for Affordable Housing Developments Located in Medium Counties.

When FHFC released the draft request for applications (RFA) on August 21 for RFA 2018-110, they set several special funding goals for this RFA, which would give developments a priority for funding if they meet one of the goals. The goals are one development sponsored by a not for profit, one assisted living facility development, two family developments that qualify in a geographic area of opportunity or a small area

difficult to develop areas, and two developments that receive funding from a local government area of opportunity. This last category, the local government area of opportunity, will require a local government to select only ONE development for funding and commit to providing the following funding based on construction type:

Building Type	Minimum Funding Amount for RFA 2018-110
Garden-Wood (New Construction)	\$354,000
Garden-Concrete (New Construction)	\$425,625
Mid-Rise-Wood (New Construction)	\$425,625
Mid-Rise-Concrete (New Construction)	\$469,313
Hi-Rise (New Construction)	\$560,250
Garden (Rehabilitation)	\$297,563
Non-Garden (Rehabilitation)	\$419,250

Draft applications for the County funding were made available on the County website on September 10. On September 20, 2018, the Board approved designation of a Local Government Area of Opportunity and provision of homeless and/or special needs set aside units as part of the application. Applications were originally due to County staff October 12, but the deadline was extended to October 29 due to Hurricane Michael. At the November 1 meeting, the Board permitted additional time for developers to submit supplemental information for consideration as part of their application; developers were asked to provide all additional materials by November 14. Supplemental materials will be distributed under separate cover.

RFA 2018-110 was issued by FHFC on September 6 and was originally due to the State on October 23. Due to Hurricane Michael, the deadline to the state was extended to December 4. Full information on RFA 2018-110 can be found online at FHFC website [here](#).

The County will need to sign the Local Government Verification of Contribution-Loan Form (Exhibit I) selecting one development and committing the funding required above by development type. The applications will also be posted online under the Rental Programs page on the County website and a hard copy is available for review in the County Administrator's office or the Neighborhood Enterprise Division office.

The following applications were received by the application deadline:

DEVELOPMENT NAME	LOCATION	DEVELOPER	# OF UNITS	TYPE	DISTRICT	FUNDING REQUESTED
Hampton Pines	2605 North Z Street	Paces Foundation, Inc.	72	Family	3	\$425,625
Hayden Place Apartments	1201 North P Street	BCP Development	90	Family	3	\$425,625
New Life Estates	8610 W Hwy 98	Housing Trust Group/New Life CDC, Inc.	96	Family	1	\$354,000

Staff determined that New Life Estates did not meet threshold requirements as outlined by the Board as the property is in a Flood Zone A. The developer has surveyed the site to split it and place the proposed multifamily development outside the flood zone; however, the parcel has not been legally subdivided at this time. Staff recommends consideration of Hampton Pines or Hayden Place Apartments for the Local Government Area of Opportunity funding.

Abbreviated information received from the original applications for each development and scoring is attached. Hampton Pines is included in Exhibit II (average score: 90.87), Hayden Place Apartments is included in Exhibit III (average score: 82.12), and New Life Estates is included in Exhibit IV (average score 82.93). The developers have each been asked to make a brief presentation to the Board for funding consideration.

Development highlights are as follows:

DEVELOPMENT	RESIDENT OFFERINGS	SET ASIDE UNITS	COMMUNITY OUTREACH SUMMARY (note any additional info will be provided under separate cover)	LOCATION NOTES
Hampton Pines	Homeownership Opportunity Program, Computer Training, Employment Assistance Program, Financial Management Program, Health Outreach, Crime Prevention Classes	8 units (4 homeless and 4 special needs)	Meeting held 10/4 with over 30 attendees. Followup meetings scheduled on 11/13 and 11/26. Letters of support from neighboring Brownsville community. Meeting on 11/13 coordinated with Ebonwood HOA. Developer providing tour on 11/14 to interested citizens of new development in Century.	Located in Englewood CRA. Zoning appropriate. Interior lot with proximity to existing single family homes and business immediately adjacent. Buildings sited adjacent to commercial property.
Hayden Place	Homeownership Opportunity Program, Employment Assistance Program, Financial Management	9 units (9 special needs)	Developer held meeting on 10/26. No community attendees except County staff.	Located in Brownsville CRA. Zoning appropriate. Corner lot near commercial and single family homes. Building

	Program, Quarterly Health Outreach, Resident Activities			sited closest to P & Brainerd.
New Life Estates	After School Program for Children, Daily Activities, Family Support Coordinator, Health/Wellness Promotion	10 units (5 homeless and 5 special needs)	Developer held meeting on 10/10. No community attendees.	Project not in CRA, but located in an Area of Opportunity. Zoning appropriate. Sited on a commercial roadway, with buffering by existing single family homes. Property has existing buildings to be incorporated in development.

BUDGETARY IMPACT:

Funding for this item will come from the Escambia County Housing Finance Authority (ECHFA) and County SHIP or Affordable Housing funds. County SHIP or Affordable Housing funds will provide funding in the amount of \$25,000 and ECHFA will provide the balance of funds. The most recent County grant allocation year will be used at the time of the award and an Agreement will be brought to the Board to formally commit funding if the development is selected for funding by FHFC.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Commitment and selection of one development for this RFA requires Board approval.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Neighborhood Enterprise Division will coordinate execution of the form to the selected developer and work with Escambia County Housing Finance Authority as needed.

Attachments

Ex I-LG Contribution Loan Form

Ex II-Hampton Pines Summary & Scoring

Ex III-Hayden Place Summary & Scoring

Ex IV-New Life Estates Summary & Scoring

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: _____

Development Location: _____
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Escambia, commits \$_____ (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The value of the contribution based on the difference between the face amount of the above-referenced loan and the net present value of its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$0.00.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

_____ Signature	<u>Amy Lovoy</u> Print or Type Name
_____ 	<u>Acting County Administrator</u> Print or Type Title

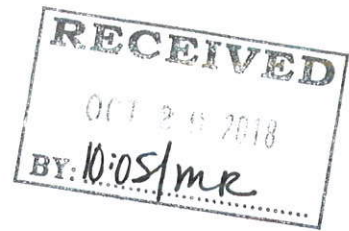
This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

EXHIBIT II

APPLICATION



1. THRESHOLD REQUIREMENTS:

The following items are thresholds and must ALL be answered YES to be considered for funding. Please acknowledge your responses by checking "yes" or "no" in the columns below.

		Staff Verification
1. Did the developer supply a preliminary site plan and elevation?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
2. Did the Developer provide the <u>five</u> six FHFC ability to proceed forms that have been executed?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
3. Did the Developer provide a pre-application review with written comments from Escambia County or the City of Pensacola as appropriate?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
4. Did the developer provide <u>executed</u> evidence of site control?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
5. Did the developer provide a development proforma and sources and uses statement?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
6. Did the developer provide information on the development team?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
7. Did the developer provide information on the property management team?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
8. Did the developer provide evidence of community outreach?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
9. Project is NOT located in a FEMA mapped Special Flood Hazard Area?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
10. Project is NOT located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area (Census Tracts 16) <u>CT 20</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
11. The developer or its principals are NOT debarred from federal projects or FHFC projects and developer is not on FHFC's non-compliance listing for any reason	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr

2. CONTACT INFORMATION:

Applicant Name:

Hampton Pines, LP

Mailing Address:

2730 Cumberland Blvd. Smyrna, GA 30080

Email Address:

renee@pacesfoundation.org

Phone Number:

(770) 431-9696 x.5

Primary Contact/Title:

Renée Sandell, Vice President of the General Partner

Secondary Contact/Title:

Lori McClure, Director of Assets, The Paces Foundation, Inc.

3. GENERAL DEVELOPMENT INFORMATION:

FHFC RFA #	RFA 2018-110		
Development Name:	Hampton Pines		
Development Address:	Mission Road to Z Street, Opposite W Hatton Street		
Parcel Reference Number:	060109200, 06019300, 060110830, 06110600, 06110700		
Jurisdiction Location:	<input checked="" type="checkbox"/> Unincorporated Escambia County <input type="checkbox"/> City of Pensacola		
Type of Development (check all that apply):	<input type="checkbox"/> Elderly <input checked="" type="checkbox"/> Family <input checked="" type="checkbox"/> Special Needs <input checked="" type="checkbox"/> Homeless		
Type of Construction:	<input checked="" type="checkbox"/> New <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Acquisition/Rehabilitation		
Development Design:	<input checked="" type="checkbox"/> Garden Apts	<input type="checkbox"/> High Rise	<input type="checkbox"/> Mid Rise, 4 Stories
	<input type="checkbox"/> Townhomes	<input type="checkbox"/> Quadraplexes	<input type="checkbox"/> Mid Rise, 5-6 Stories
	<input type="checkbox"/> Duplexes	<input type="checkbox"/> Other: _____	
Total Number of Units:	72	Number of Set Aside Units (10% minimum required):	8 units @ 30% AMI
Number of Set Aside Units for Homeless Households:	4	Number of Set Aside Units for Special Needs Households:	4
Is project located in a 2016 RECAP area (census tract 16)? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (projects located in these census tracts not eligible)			
Is project located in a FEMA Special Flood Hazard Area? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (projects located in FEMA SFHA not eligible)			
Is the project located in a City or County Community Redevelopment Area? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES			
If yes, provide name of CRA: <u>Englewood Redevelopment District</u>			
Is the project located in a Geographic Area of Opportunity (as determined by FHFC listing of Geographic Areas of Opportunities, effective 6/28/18)? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES			
Funding Requested:	<input type="checkbox"/> \$354,000—Garden-Wood (New Construction)		
(SELECT ONE)	<input checked="" type="checkbox"/> \$425,625—Garden-Concrete (New Construction)		
	<input type="checkbox"/> \$425,625—Mid-Rise-Wood (New Construction)		
	<input type="checkbox"/> \$469,313—Mid-Rise-Concrete (New Construction)		
	<input type="checkbox"/> \$560,250—Hi-Rise (New Construction)		
	<input type="checkbox"/> \$297,563—Garden (Rehabilitation)		
	<input type="checkbox"/> \$419,250—Non-Garden (Rehabilitation)		

DEVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.

BR SIZE→	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
↓INCOME LEVEL					
0-30% Area Median Income (AMI)		2	2	3	1
31-50% AMI					
51-60% AMI		10	21	27	5
61-80% AMI					
>80% AMI					
TOTALS:					

TOTAL UNITS: 72*

*(1) exempt 2 bedroom, managers unit

PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
↓INCOME LEVEL					
0-30% Area Median Income (AMI)		267	365	425	475
31-50% AMI					
51-60% AMI		624	761	883	986
61-80% AMI					
>80% AMI					

4. DEVELOPER EXPERIENCE:

- a. Has any member of the development team or any principals of the development team been associated with any development currently debarred or prohibited from participating in FHFC or another state's tax credit program? ☒ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.
- b. Has any member of the development team or any principals of the development team been associated with any development that has gone into default or been given a "troubled development" status? ☒ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.
- c. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with the FHFC or another state tax credit program? ☒ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.
- d. Provide information on your development teams' housing accomplishments over the past 5 years, including experience with affordable or workforce housing developments. Include summary of staff experience, including organizational chart with names/titles and designation of full or part time status. (ATTACHMENT 6)

- e. Provide listing of properties developed or owned by your agency in Escambia or Santa Rosa Counties (APPENDIX A). If none, attach Appendix A and state such.

5. PROPERTY MANAGEMENT TEAM EXPERIENCE:

- a. Name of Proposed Property Management Company: Royal American Property Management
- b. Address of Management Company: 1002 W. 23rd Street Ste. 400 Panama City, FL 32405
- c. Provide information on the experience of the proposed property management team, specifically with affordable or workforce housing developments. (ATTACHMENT 7)
- d. Provide listing of properties managed by the proposed property management company in Escambia or Santa Rosa Counties (APPENDIX B). If none, attach Appendix B, stating such.

6. DESIGN COMPATIBILITY:

Preliminary Site Plan and Elevations submitted as ATTACHMENT 1.

Provide a narrative describing how the proposed development's design is appropriate to the neighborhood, including scale and compatibility with existing neighborhood aesthetics. Include whether there is any plan to allow for community involvement to guide the design process. (APPENDIX C)

7. RESIDENT PROGRAM OFFERINGS:

- a. FHFC mandates provision of resident programs. Please note the FHFC minimum required resident programs that will be offered at the development:

- | | |
|---|---|
| <input type="checkbox"/> Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only) | <input checked="" type="checkbox"/> Computer Training |
| <input type="checkbox"/> After School Program for Children | <input checked="" type="checkbox"/> Employment Assistance Program |
| <input type="checkbox"/> Daily Activities | <input checked="" type="checkbox"/> Financial Management Program |
| <input type="checkbox"/> Family Support Coordinator | <input type="checkbox"/> Literacy Training |
| <input checked="" type="checkbox"/> Homeownership Opportunity Program | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Resident Assurance Check-In Program (Elderly) | |

- b. Please list any resident program offerings in excess of the required minimums from FHFC:

Mobile Medical/Dental Outreach, Health Education Classes, Crime prevention learning sessions (personal safety, neighborhood watch, drug awareness), Re-Employment Assistance, Welfare Transition programs, Job Search Assistance.

8. LOCAL CONTRACTORS:

9. **LOCAL PARTNERSHIPS:**

10. EVIDENCE OF COMMUNITY SUPPORT:

11. FINANCIAL CAPACITY:

☒ NO ☐ YES

12. LOCAL COMMUNITY BENEFITS:

10

NOTE: For the purposes of this application, a Special Needs person is defined in Section 420.0004(13), F.S., which means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

13. ABILITY TO PROCEED:

FHFC-required Ability to Proceed forms included as ATTACHMENT 2, Pre-Application Development Review as ATTACHMENT 3, and Evidence of Site Control as ATTACHMENT 4.

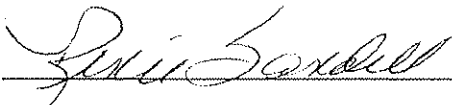
- a. Identify how any concerns raised about the ability for the project to proceed as identified in the Pre-Application Review process will be resolved. Provide information about the ability of the project to quickly proceed through underwriting if approved for funding by FHFC. (APPENDIX H)
- b. Provide projected project timeline (subject to FHFC approval and underwriting) after approval of agreement by the BCC. Include key dates, such as permit timing, FHFC funding closing dates, substantial completion, and lease-up.

All comments received from the Pre-Application review process have been assessed by our Architect and Engineer. The comments will be easily addressed with minor modifications to our design prior to submitting final plans for permitting. The most significant issue raised is in the "Access Management Review Comments" on page 6. The site ~~will need to be modified to ensure Escambia County's Land Development Code is met as it relates to aligning roadways and driveways with sufficient offsets.~~

~~The Hampton Pines Apartment development anticipates obtaining permits by June 1, 2019, begin construction by July 1, 2019, close on FHFC funding by June 15, 2019 meet Substantial Completion by May 1, 2020, begin Lease-up by February 2020 and complete it by August 2020 all dates subject to FHFC approval and underwriting.~~

CERTIFICATION:

The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant. All items must be complete and included in the response by the deadline in order to meet minimum qualifications.

Signature:  Date: 10/26/18

HAMPTON PINES APARTMENTS

ESCAMBIA, FL



- Englewood redevelopment district
- Zoned HDR Land use MU-U
- Basically flat slopes to NW corner underground detention to be provided.
- Vacant land, no structures
- Adequate utilities available in public right of way

TOTALS

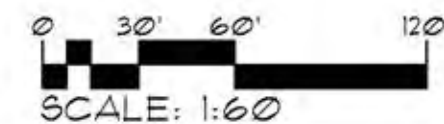
12 - 1 BR
 24 - 2 BR
 32 - 3 BR
 4 - 4 BR
72 TOTAL UNITS

PARKING

PARKING REQUIRED - 1.5/U = 108
 PARKING PROVIDED = 113

AREA

BUILDING FOOTPRINT = 34,103 SQ. FT
 PAVEMENT = 38,206 SQ. FT
 SIDEWALKS = 8,810 SQ. FT
TOTAL IMPERVIOUS = 81,119 SQ. FT



MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
 215 CHURCH STREET SUITE 200 DECATUR GEORGIA 30030-3329 404-373-2800

MARTIN RILEY ASSOCIATES
 CSP-1

NOT RELEASED FOR CONSTRUCTION

Source: Escambia County Property Appraiser

☐ Navigate Mode
 ☒ Account
 ☐ Reference

[Restore Full Page Version](#)

General Information Reference: 162S301001012006 Account: 060109200 Owners: TAITE CHARLENE & JONES PATRICE C & YOUNG SANDRA FAYE Mail: 5116 PINE HOLLOW DR PENSACOLA, FL 32505 Situs: Z ST 32505 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>\$2,390</td> <td>\$0</td> <td>\$2,390</td> <td>\$2,390</td> </tr> <tr> <td>2017</td> <td>\$2,390</td> <td>\$0</td> <td>\$2,390</td> <td>\$2,390</td> </tr> <tr> <td>2016</td> <td>\$2,390</td> <td>\$0</td> <td>\$2,390</td> <td>\$2,390</td> </tr> </tbody> </table> <p>Disclaimer</p> <p>Tax Estimator</p> <p>> File for New Homestead Exemption Online</p>		Year	Land	Imprv	Total	Cap Val	2018	\$2,390	\$0	\$2,390	\$2,390	2017	\$2,390	\$0	\$2,390	\$2,390	2016	\$2,390	\$0	\$2,390	\$2,390
Year	Land	Imprv	Total	Cap Val																			
2018	\$2,390	\$0	\$2,390	\$2,390																			
2017	\$2,390	\$0	\$2,390	\$2,390																			
2016	\$2,390	\$0	\$2,390	\$2,390																			
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>10/2004</td> <td>5531</td> <td>1704</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1976</td> <td>1086</td> <td>1</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		Sale Date	Book	Page	Value	Type	Official Records (New Window)	10/2004	5531	1704	\$100	WD	View Instr	01/1976	1086	1	\$100	QC	View Instr	2018 Certified Roll Exemptions None Legal Description BEG AT SW COR OF LT 89 DEVERA HILLS ESTATE PB 2 P 43 N 90 DEG W ALG N R/W LI OF AVERY ST 670 3/10 FT TO E R/W LI OF... Extra Features None			
Sale Date	Book	Page	Value	Type	Official Records (New Window)																		
10/2004	5531	1704	\$100	WD	View Instr																		
01/1976	1086	1	\$100	QC	View Instr																		

Parcel Information
Section Map Id: 16-2S-30-1
Approx. Acreage: 0.1769
Zoned: HDR
Evacuation & Flood Information
[Open Report](#)

[Launch Interactive Map](#)

View Florida Department of Environmental Protection(DEP) Data

Buildings
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Source: Escambia County Property Appraiser

☐ Navigate Mode
 ☒ Account
 ☐ Reference
[Restore Full Page Version](#)

General Information Reference: 162S301001013006 Account: 060109300 Owners: TAITE CHARLENE & JONES PATRICE C & YOUNG SANDRA FAYE Mail: 5116 PINE HOLLOW DR PENSACOLA, FL 32505 Situs: N Z ST 32505 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap. Val</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>\$16,108</td> <td>\$0</td> <td>\$16,108</td> <td>\$16,108</td> </tr> <tr> <td>2017</td> <td>\$16,108</td> <td>\$0</td> <td>\$16,108</td> <td>\$16,108</td> </tr> <tr> <td>2016</td> <td>\$16,108</td> <td>\$0</td> <td>\$16,108</td> <td>\$16,108</td> </tr> </tbody> </table> <p align="center">Disclaimer</p> <p align="center"><u>Tax Estimator</u></p> <p align="center">> <u>File for New Homestead Exemption Online</u></p>	Year	Land	Imprv	Total	Cap. Val	2018	\$16,108	\$0	\$16,108	\$16,108	2017	\$16,108	\$0	\$16,108	\$16,108	2016	\$16,108	\$0	\$16,108	\$16,108
Year	Land	Imprv	Total	Cap. Val																	
2018	\$16,108	\$0	\$16,108	\$16,108																	
2017	\$16,108	\$0	\$16,108	\$16,108																	
2016	\$16,108	\$0	\$16,108	\$16,108																	
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>10/2004</td> <td>5531</td> <td>1704</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	Sale Date	Book	Page	Value	Type	Official Records (New Window)	10/2004	5531	1704	\$100	WD	View Instr	2018 Certified Roll Exemptions None Legal Description BEG AT THE SW COR OF LT 89 DEVERA HILLS ESTATE PB 2 P 43 N 90 DEG W ALG N R/W LT OF AVERY ST 670 3/10 FT TO E R/W... Extra Features None								
Sale Date	Book	Page	Value	Type	Official Records (New Window)																
10/2004	5531	1704	\$100	WD	View Instr																
Parcel Information Section Map Id: 16-25-30-1 Approx. Acreage: 0.9684 Zoned: HDR Evacuation & Flood Information Open Report	<p align="right">Launch Interactive Map</p> <p align="center">View Florida Department of Environmental Protection (DEP) Data</p>																				

Buildings
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

reviewer: C. Crespo

SCORING CRITERIA

FHFC RFA #

RFA - 2018-110

Development Name:

Hampton Pines

Description	Maximum Points Available	Points Awarded
Developer Experience	20	20
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project? Comments: Has developed 34 Affordable Housing Projects in 27 years.		
Property Management Experience	10	10
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type? Comments: Royal American, established in 1968 with over 1,000 units. FHFC has approved them to provide management services. Currently manage 4 properties in our local area.		
Design Compatibility	15	12
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design? Comments:		
Resident Program Offerings	5	5
*Does the developer offer resident programs in excess of the required minimums from FHFC? Comments: Minimum of 3 is required , they will be providing 10.		

Local Contractors	5	5
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	5	3
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments: Opening Doors & Brownsville Assemblies		
Community Support	10	7
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project?		
*Was any other advertising performed?		
*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets?		
*Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: No other form of advertising was done. There was a good turnout for the meeting that was held.		
Target Areas	5	5
*Is the project located within a City or County Community Redevelopment Area? OR		
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		
Comments: Englewood CRA		
Financial Capacity	10	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		
Local Community Benefits	10	8
*Does the development provide programs or amenities that are available to the surrounding neighborhood?		
*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood?		
*Does the development provide any innovations that may reduce public expenses in the area?		
*Will the development provide any set asides for homeless or special needs households?		
Comments:		

Ability to Proceed	5	5
<p>*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site?</p> <p>*Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density?</p> <p>*Based on Preapplication Review from County/City, how able is the development to proceed?</p> <p>*Does the developer have evidence of site control?</p>		
Comments:		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		90 /100

SCORING CRITERIA

FHFC RFA #

2018-110

Development Name:

HAMPTON PINES APARTMENTS

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	20	19
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project? Comments: <i>Developer (The PACES Foundation) has extensive experience with FHFC Rental Programs in Florida and specifically in Escambia County (Fairfield Manor-Elderly and Century Park-Family Apartments) & has worked on a number of projects in other communities with non-profits as partners in the development. No evidence of non-compliance or debarment is denoted on FHFC website.</i>		
Property Management Experience	10	9
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type? Comments: <i>Fairfield Manor-Elderly and Century Park-Family Apartments in Escambia County and other properties in the Florida panhandle as well. Royal American Development, the developer's designated management company, manages these properties in Escambia County, as well as Camelia Gardens in Century, FL.</i>		
Design Compatibility	15	13
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design? Comments: <i>The proposed 72-unit development is near Wesley Scott Place Apartments in the Englewood Community and is well suited to meet the needs of working families in that neighborhood. The developer commits to solicit and implement community support in the application and did hold a well-attended community meeting in the neighborhood prior to submitting the application to the County. Crime prevention through design is mentioned routinely in the application as an innovative consideration.</i>		
Resident Program Offerings	5	3
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)? Comments: <i>Basically, the development offers the essential FHFC requirements with the addition of crime prevention through environmental design and tenant assistance programs. Minimally above the FHFC requirements.</i>		

Local Contractors	5	3
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments: <i>Yes, there is minimal local participation by specialty firms, including: Environmental: PSI Landscape Design: Ken Johansen Surveyor: Butler & Associates Civil Engineer: Henderson Engineering (Santa Rosa Beach)</i>		
Local Partnerships	5	4
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments: <i>Though not a formal partnership, the developer has and is working closely with Brownsville Assembly of God Church to develop needed affordable housing options in the Brownsville, Ebonwood and Englewood Communities.</i>		
Community Support	10	9
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project?		
*Was any other advertising performed?		
*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets?		
*Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: <i>Two community meetings were properly noticed to neighbors and the meetings were held at Brownsville Assembly and at Ebonwood Community Center prior to submission of the application to the County and both were well attended. Though there were some negative feelings, in general the support is positive especially at the second meeting at Ebonwood Center. Signed lists of persons who signed in support of the development were also submitted.</i>		
Target Areas	5	5
*Is the project located within a City or County Community Redevelopment Area? OR		
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		
Comments: <i>The site is within a designated CRA area.</i>		
Financial Capacity	10	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments: <i>Yes. This is a typical 9% HTC development scenario, which should be sufficient to finance the development, amenities and cover development fees/costs with acceptable debt coverage. This is evidenced by the pro forma included with the application.</i>		
Local Community Benefits	10	7
*Does the development provide programs or amenities that are available to the surrounding neighborhood?		
*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood?		
*Does the development provide any innovations that may reduce public expenses in the area?		
*Will the development provide any set asides for ELI homeless or special needs households?		
Comments: <i>Evidence of plans to utilize crime prevention through environmental design concepts in the development. The development will provide a significant investment in the CRA "Mission Road" area and will bolster and help revitalize the surrounding community in keeping with the plans of the County CRA.</i>		

<i>The developer has committed to provide <u>8 set-aside units</u> for very low income persons. (4 for homeless & 4 for special needs).</i>		
Ability to Proceed	5	5
<p>*Did the development provide ability to proceed forms demonstrating availability of roads, water, sewer, and electrical services at the site?</p> <p>*Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density?</p> <p>*Based on Preapplication Review from County/City, how able is the development to proceed?</p> <p>*Does the developer have evidence of site control?</p>		
<p>Comments: <i>The developer appears to have all necessary approvals (per executed required forms) to move ahead with the project. I. Evidence of site control is provided through an executed Purchase & Sale Agreement with the owner of the parcel.</i></p>		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		87 /100

Escambia HFA
STAFF

SCORING CRITERIA

FHFC RFA #

2018-110

Development Name:

HAMPTON PINES

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	20	20
<p>*Is the developer currently debarred or prohibited from participating in FHFC programs?</p> <p>*Does the developer have any areas of non-compliance with FHFC?</p> <p>*Does the developer have adequate experience to complete this type of project? 34 projects.</p> <p>Comments:</p>		
Property Management Experience	10	10
<p>*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties?</p> <p>*Does the property management team have experience managing properties of this type?</p> <p>Comments: Listed 3 properties</p>		
Design Compatibility	15	10
<p>*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? ✓? *</p> <p>*Does the developer have a plan to allow for community involvement to guide the design process? ✓</p> <p>*Is the scale of the proposed development appropriate for the surrounding neighborhood? ✓</p> <p>*Does the development display compatibility with existing properties? ✓</p> <p>*Does the development provide any innovative design features, such as crime prevention through environmental design? ✓</p> <p>Comments: Too large is it compatible</p>		
Resident Program Offerings	5	5
<p>*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?</p> <p>Comments: Listed 4.</p>		

Local Contractors	5	5
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	5	5
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments: Brownsville Ass. Opening Doors		
Community Support	10	10
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project?		
*Was any other advertising performed?		
*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets?		
*Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments:		
Target Areas	5	5
*Is the project located within a City or County Community Redevelopment Area? <u>OR</u>		
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		
Comments: Englewood		
Financial Capacity	10	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		
Local Community Benefits	10	8.5
*Does the development provide programs or amenities that are available to the surrounding neighborhood? ✓		
*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? ✓		
*Does the development provide any innovations that may reduce public expenses in the area? ?		
*Will the development provide any set asides for <u>ELI</u> homeless or special needs households? ✓		
Comments:		

48.5

Ability to Proceed	5	5
<p>*Did the development provide ability to proceed forms demonstrating availability of roads, water, sewer, and electrical services at the site?</p> <p>*Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density?</p> <p>*Based on Preapplication Review from County/City, how able is the development to proceed?</p> <p>*Does the developer have evidence of site control?</p>		
<p>Comments:</p> <p><i>Furnish ✓</i> <i>Site Control USDF ✓</i></p> <p><i>Zoning ✓</i></p>		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		93.5 / 100

45
 48.5
 50
 93.5

SCORING CRITERIA

FHFC RFA #

2018-110

Development Name:

HAMPTON PINES

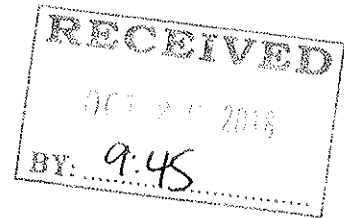
TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	20	20
<p>*Is the developer currently debarred or prohibited from participating in FHFC programs? N</p> <p>*Does the developer have any areas of non-compliance with FHFC? N</p> <p>*Does the developer have adequate experience to complete this type of project? Y</p> <p>Comments: Developer has extensive experience. has 2 projects in Escambia County - Fairfield Manor & Century Park</p>		
Property Management Experience	10	10
<p>*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? Y</p> <p>*Does the property management team have experience managing properties of this type? Y</p> <p>Comments: RSM manages Fairfield Manor Century Park, Camellia Gardens & Alabaster Gardens</p>		
Design Compatibility	15	12
<p>*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? Y</p> <p>*Does the developer have a plan to allow for community involvement to guide the design process? Y</p> <p>*Is the scale of the proposed development appropriate for the surrounding neighborhood? —</p> <p>*Does the development display compatibility with existing properties? Y—</p> <p>*Does the development provide any innovative design features, such as crime prevention through environmental design? Y</p> <p>Comments: Concern over scale with surrounding n'hood as close proximity to SFR. Not a single architectural style in this n'hood. Developer to seek input from community. Feature native landscaping & lighting to enhance area</p>		
Resident Program Offerings	5	5
<p>*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?</p> <p>Comments: offer homeowner opp. program, computer training, EAP & financial mgmt as well as job search assistance, health outreach, crime prevention ed, etc.</p>		

Local Contractors	5	5
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services? <u>Y</u> (5) <u>5 firms</u>		
Comments: <u>Anderson engineering, butler surveying, Beier Contractors, Ken Johansen landscape, PSI</u>		
Local Partnerships	5	5
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project? <u>Y</u>		
Comments: <u>Letters from opening Doors & Brownsville Assembly</u>		
Community Support	10	9
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? <u>Y</u>		
*Was any other advertising performed? <u>N</u>		
*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? <u>Y</u>		
*Can the developer provide letter(s) of support from local neighborhood groups regarding the development? <u>Y</u>		
Comments: <u>meeting held & well attended. Support from neighboring Buulo groups. Concern has been raised by residents. A follow up mtg is proposed on Nov 26. Support petition provided.</u>		
Target Areas	5	5
*Is the project located within a City or County Community Redevelopment Area? <u>OR Y</u>		
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		
Comments: <u>located in Englewood CRA</u>		
Financial Capacity	10	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments: <u>—</u>		
Local Community Benefits	10	8 7
*Does the development provide programs or amenities that are available to the surrounding neighborhood? <u>?</u>		
*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? <u>Y</u>		
*Does the development provide any innovations that may reduce public expenses in the area? <u>Y</u>		
*Will the development provide any set asides for ELI homeless or special needs households? <u>Y</u>		
Comments: <u>set asides provided for eli homeless & sp. needs. Redevelopment in Englewood CRA - linked plan to the CRA plan which promotes this type of develop</u>		
<u>detention pond may help flooding in area. Sidewalks will be added on Mission & 2 Streets.</u>		
<u>not sure if programs offered to all neighbors</u>		

Ability to Proceed	5	5
*Did the development provide ability to proceed forms demonstrating availability of roads, water, sewer, and electrical services at the site? 4 *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? 4 *Based on Preapplication Review from County/City, how able is the development to proceed? 4 *Does the developer have evidence of site control? 4		
Comments: pre app comments were standard & did not indicate major concerns w/ ability to proceed		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):	93	/100

EXHIBIT III
APPLICATION



1. THRESHOLD REQUIREMENTS:

The following items are thresholds and must ALL be answered YES to be considered for funding. Please acknowledge your responses by checking "yes" or "no" in the columns below.

		Staff Verification
1. Did the developer supply a preliminary site plan and elevation?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mv
2. Did the Developer provide the <u>five</u> six FHFC ability to proceed forms that have been executed?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mv
3. Did the Developer provide a pre-application review with written comments from Escambia County or the City of Pensacola as appropriate?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mv
4. Did the developer provide <u>executed</u> evidence of site control?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mv
5. Did the developer provide a development proforma and sources and uses statement?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mv
6. Did the developer provide information on the development team?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mv
7. Did the developer provide information on the property management team?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mv
8. Did the developer provide evidence of community outreach?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mv
9. Project is NOT located in a FEMA mapped Special Flood Hazard Area?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/hv
10. Project is NOT located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area (Census Tracts 16) <u>CIT 19</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mv
11. The developer or its principals are NOT debarred from federal projects or FHFC projects and developer is not on FHFC's non-compliance listing for any reason	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mv

10/29
↓
(zone X)

2. CONTACT INFORMATION:

Applicant Name:

Hayden Place Apartments Limited Partnership

Mailing Address:

1990 Main Street, Suite 750, Sarasota, Florida 34236

Email Address:

kbowron@beneficialcom.com

Phone Number:

941-929-1270 x103

Primary Contact/Title:

Ken Bowron/Manager

Secondary Contact/Title:

Scott Deaton/Manager

3. GENERAL DEVELOPMENT INFORMATION:

FHFC RFA #	2018-110		
Development Name:	Hayden Place Apartments		
Development Address:	1201 N P Street, Escambia County, Florida 32505		
Parcel Reference Number:	000S009060001155		
Jurisdiction Location:	<input checked="" type="checkbox"/> Unincorporated Escambia County <input type="checkbox"/> City of Pensacola		
Type of Development (check all that apply):	<input type="checkbox"/> Elderly <input checked="" type="checkbox"/> Family <input type="checkbox"/> Special Needs <input type="checkbox"/> Homeless		
Type of Construction:	<input checked="" type="checkbox"/> New <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Acquisition/Rehabilitation		
Development Design:	<input type="checkbox"/> Garden Apts <input type="checkbox"/> High Rise <input checked="" type="checkbox"/> Mid Rise, 4 Stories <input type="checkbox"/> Townhomes <input type="checkbox"/> Quadraplexes <input type="checkbox"/> Mid Rise, 5-6 Stories <input type="checkbox"/> Duplexes <input type="checkbox"/> Other: _____		
Total Number of Units:	90	Number of Set Aside Units (10% minimum required):	9
Number of Set Aside Units for Homeless Households:	0	Number of Set Aside Units for Special Needs Households:	9
Is project located in a 2010 RECAP area (census tract 16)? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (projects located in these census tracts not eligible)			
Is project located in a FEMA Special Flood Hazard Area? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (projects located in FEMA SFHA not eligible)			
Is the project located in a City or County Community Redevelopment Area? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES			
If yes, provide name of CRA: <u>Brownsville Redevelopment</u>			
Is the project located in a Geographic Area of Opportunity (as determined by FHFC listing of Geographic Areas of Opportunities, effective 6/28/18)? <input type="checkbox"/> NO <input type="checkbox"/> YES			
Funding Requested:	<input type="checkbox"/> \$354,000—Garden-Wood (New Construction) <input type="checkbox"/> \$425,625—Garden-Concrete (New Construction) <input checked="" type="checkbox"/> \$425,625—Mid-Rise-Wood (New Construction) <input type="checkbox"/> \$469,313—Mid-Rise-Concrete (New Construction) <input type="checkbox"/> \$560,250—Hi-Rise (New Construction) <input type="checkbox"/> \$297,563—Garden (Rehabilitation) <input type="checkbox"/> \$419,250—Non-Garden (Rehabilitation)		
(SELECT ONE)			

DEVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.

BR SIZE→	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
↓INCOME LEVEL					
0-30% Area Median Income (AMI)		2	9	7	
31-50% AMI					
51-60% AMI		6	27	21	
61-80% AMI		2	9	7	
>80% AMI					
TOTALS:					

TOTAL UNITS: 90

PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
↓INCOME LEVEL					
0-30% Area Median Income (AMI)		\$377	\$519	\$681	
31-50% AMI					
51-60% AMI		\$734	\$880	\$1,017	
61-80% AMI		\$979	\$1,174	\$1,357	
>80% AMI					

4. DEVELOPER EXPERIENCE:

- Has any member of the development team or any principals of the development team been associated with any development currently debarred or prohibited from participating in FHFC or another state's tax credit program? ☒ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.
- Has any member of the development team or any principals of the development team been associated with any development that has gone into default or been given a "troubled development" status? ☒ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.
- Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with the FHFC or another state tax credit program? ☒ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.
- Provide information on your development teams' housing accomplishments over the past 5 years, including experience with affordable or workforce housing developments. Include summary of staff experience, including organizational chart with names/titles and designation of full or part time status. (ATTACHMENT 6)

- e. Provide listing of properties developed or owned by your agency in Escambia or Santa Rosa Counties (APPENDIX A). If none, attach Appendix A and state such.

5. PROPERTY MANAGEMENT TEAM EXPERIENCE:

- a. Name of Proposed Property Management Company: American Management Services East LLC (DBA Pinnacle)
- b. Address of Management Company: 5055 Keller Springs Road, Suite 400 Addison, TX 75001
- c. Provide information on the experience of the proposed property management team, specifically with affordable or workforce housing developments. (ATTACHMENT 7)
- d. Provide listing of properties managed by the proposed property management company in Escambia or Santa Rosa Counties (APPENDIX B). If none, attach Appendix B, stating such.

6. DESIGN COMPATIBILITY:

Preliminary Site Plan and Elevations submitted as ATTACHMENT 1.

Provide a narrative describing how the proposed development's design is appropriate to the neighborhood, including scale and compatibility with existing neighborhood aesthetics. Include whether there is any plan to allow for community involvement to guide the design process. (APPENDIX C)

7. RESIDENT PROGRAM OFFERINGS:

- a. FHFC mandates provision of resident programs. Please note the FHFC minimum required resident programs that will be offered at the development:

- | | |
|---|---|
| <input type="checkbox"/> Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only) | <input type="checkbox"/> Computer Training |
| <input type="checkbox"/> After School Program for Children | <input checked="" type="checkbox"/> Employment Assistance Program |
| <input type="checkbox"/> Daily Activities | <input checked="" type="checkbox"/> Financial Management Program |
| <input type="checkbox"/> Family Support Coordinator | <input type="checkbox"/> Literacy Training |
| <input checked="" type="checkbox"/> Homeownership Opportunity Program | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Resident Assurance Check-In Program (Elderly) | |

- b. Please list any resident program offerings in excess of the required minimums from FHFC:

Quarterly Health Care visits by health care professionals

Resident Activities (Holiday parties, picnics, etc)

Resident Assistance Referral Program - Provide residents necessary tools in obtaining community resources for various needs

8. LOCAL CONTRACTORS:

Provide evidence that development will use local construction contractors or subcontractors, architects, landscaping firms, environmental services, designers, and/or engineers during the planning and construction of the project that maintain their principal office and place of business in Escambia County, Florida. Provide formal letter(s) on company letterhead that demonstrates partnership with local firms and their capacity in the proposed development. (APPENDIX D)

9. LOCAL PARTNERSHIPS:

Demonstrate partnerships with other not for profits, for profits, or service providers in project development or specific service delivery related to the development. Provide formal letter(s) on company letterhead that demonstrates partnership, MOU, or partnership agreement. (APPENDIX E)

10. EVIDENCE OF COMMUNITY SUPPORT:

Development provided documentation of community outreach as ATTACHMENT 8.

Provide evidence of community support of project as evidenced by meeting minutes, letter(s) of support from property owners in the vicinity of the proposed development, and/or letter(s) of support from local neighborhood groups. (APPENDIX F)

11. FINANCIAL CAPACITY:

- | | | |
|---|--------------|---|
| a. Total Development Cost: | \$19,006,231 | |
| b. Cost per Unit: | \$211,180 | |
| c. Is project based rental assistance anticipated for this Development? | | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |

If yes, list source of rental assistance:

Not Applicable

Number of Units to receive assistance:	Not Applicable	Years remaining on rental assistance contract:	Not Applicable
--	----------------	--	----------------

- d. Attach a 15 year Proforma cash flow and proposed sources and uses of funds to demonstrate long-term cash flow for the development. Documents should be based on assumptions of occupancy, rents, and expenses for the duration of the affordability period. (ATTACHMENT 5)

12. LOCAL COMMUNITY BENEFITS:

Provide a narrative describing programs or amenities that the development will offer to the surrounding community as a whole. If applicable, include ways the development will help redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding community. Provide any market studies or analysis that show that the development will help stabilize or improve the area. Describe any innovative ways to reduce public expense in the area (shared parking, sidewalks, etc.). Describe in detail any planned unit set asides for extremely low income homeless or special needs households (APPENDIX G), including the set aside type, number of units, BR size, rents, and income limits.

NOTE: For the purposes of this application, a Special Needs person is defined in Section 420.0004(13), F.S., which means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

13. ABILITY TO PROCEED:

FHFC-required Ability to Proceed forms included as ATTACHMENT 2, Pre-Application Development Review as ATTACHMENT 3, and Evidence of Site Control as ATTACHMENT 4.

- a. Identify how any concerns raised about the ability for the project to proceed as identified in the Pre-Application Review process will be resolved. Provide information about the ability of the project to quickly proceed through underwriting if approved for funding by FHFC. (APPENDIX H)
- b. Provide projected project timeline (subject to FHFC approval and underwriting) after approval of agreement by the BCC. Include key dates, such as permit timing, FHFC funding closing dates, substantial completion, and lease-up.

a. We don't anticipate any foreseeable issues in the underwriting process with FHFC. We have fifteen years of experience with FHFC and have closed numerous developments utilizing FHFC financing and are well versed in the process.

b. Please see attached timeline

CERTIFICATION:

The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant. All items must be complete and included in the response by the deadline in order to meet minimum qualifications.

Signature: _____



Ken Brown, Manager

BCF Development LLC

Date: _____

10/25/18

UNIT SUMMARY	
ONE BEDROOM	34
TWO BEDROOM	46
THREE BEDROOM	19
TOTAL UNITS	99

PARKING SUMMARY	
140	PARKING SPACES
2	HANDICAP SPACES
TOTAL	142 SPACES

NOTES: SITE IS FLAT



BENEFICIAL FAMILY APARTMENTS

1201 N P STREET
PENSACOLA, FLORIDA 32505

KEVIN J. BESSOLC
APR 2069

PROFESSIONAL SEAL

BESSOLO
DESIGN GROUP, INC.
ARCHITECTURE DESIGN
License #AIA-C0002117
7901 4TH ST. NORTH, SUITE 200
ST. PETERSBURG, FL 33702
727.354.4433 www.bessolodc.com

Asio

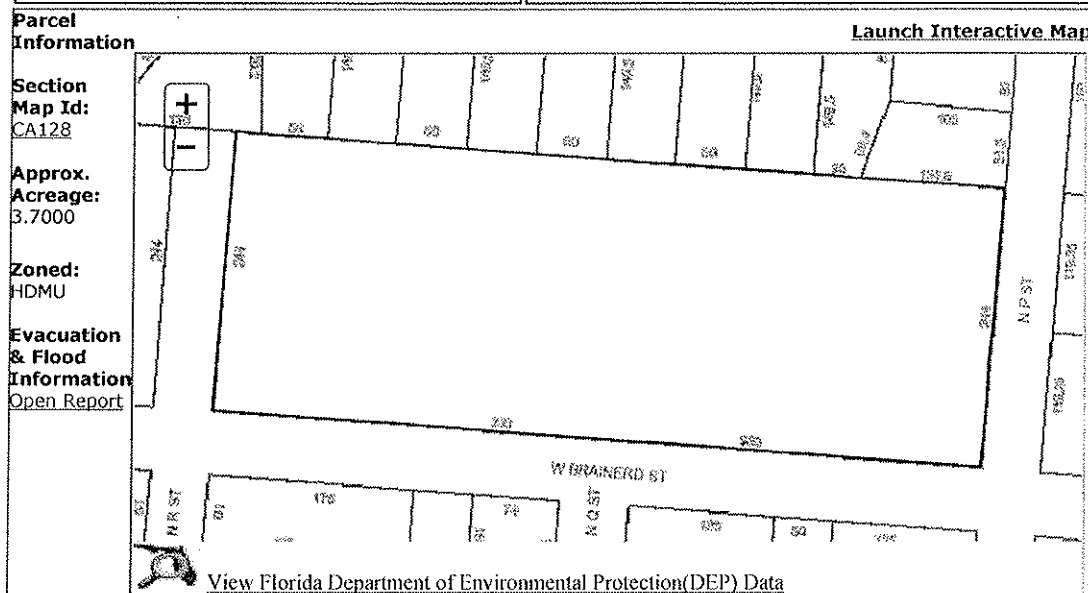
SITE PLAN

Source: Escambia County Property Appraiser

[← Navigate Mode](#)
[Ⓢ Account](#)
[○ Reference](#)
[Restore Full Page Version](#)

General Information		Assessments				
Reference:	000S009060001155	Year	Land	Imprv	Total	Cap Val
Account:	151384000	2018	\$74,000	\$38,054	\$112,054	\$112,054
Owners:	CHURCH ON WHEELS INC	2017	\$74,000	\$35,021	\$109,021	\$109,021
Mail:	PO BOX 17453 PENSACOLA, FL 32522	2016	\$74,000	\$32,594	\$106,594	\$106,594
Situs:	1201 N P ST 32505	Disclaimer				
Use Code:	WAREHOUSE, DISTRIBUT	<u>Tax Estimator</u>				
Taxing Authority:	COUNTY MSTU	> <u>File for New Homestead Exemption Online</u>				
Tax Inquiry:	Open Tax Inquiry Window					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data					2018 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None
11/2003	5301	1869	\$198,400	WD	View Instr	Legal Description ALL BLK 155 ALL BLK 178 OR 5301 P 1869 ALSO E1/2 OF Q ST JOINING LTS 5 TO 8 & W 1/2 OF Q ST JOINING LTS 15 TO 22 MB...
10/2000	4621	863	\$138,000	WD	View Instr	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					Extra Features ASPHALT PAVEMENT CHAINLINK FENCE WOOD FENCE	



Buildings	
Address: 1201 N P ST, Year Built: 1958, Effective Year: 1958	
Structural Elements DECOR/MILLWORK-BELOW AVERAGE DWELLING UNITS-0 EXTERIOR WALL-BRICK-FACE/VENEER EXTERIOR WALL-METAL-MODULAR FLOOR COVER-CONCRETE-FINISH FOUNDATION-SLAB ABOVE GRDE HEAT/AIR-NONE INTERIOR WALL-DRYWALL-PLASTER NO. PLUMBING FIXTURES-6 NO. STORIES-1 ROOF COVER-METAL/MODULAR ROOF FRAMING-STEEL TRUSS/FRM STORY HEIGHT-15 STRUCTURAL FRAME-RIGID FRAME	
Areas - 12220 Total SF BASE AREA - 8520 CANOPY - 2440 OFFICE AVG - 1200 OPEN PORCH UNF - 60	
Images	



6/7/18

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Reviewer: C. Crespo

SCORING CRITERIA

FHFC RFA #

RFA - 2018-110

Development Name:

Hayden Place

Description	Maximum Points Available	Points Awarded
Developer Experience	20	20
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project?		
Comments: Developer has completed 150 affordable units and had 12 years of experience.		
Property Management Experience	10	10
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type?		
Comments: Currently manages 3 properties in Escambia County. Pinnacle has an extensive list of properties they currently manage and have been in existence since 1980.		
Design Compatibility	15	9
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments:		
Resident Program Offerings	5	5
*Does the developer offer resident programs in excess of the required minimums from FHFC?		
Comments: Minimum required is 3 they are providing a total of 6.		

Local Contractors	5	2
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	5	0
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments: No evidence provided .		
Community Support	10	5
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project?		
*Was any other advertising performed?		
*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets?		
*Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: No additional form of advertising provided and no local support evidence.		
Target Areas	5	5
*Is the project located within a City or County Community Redevelopment Area? <u>OR</u>		
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		
Comments: CRA:Brownsville Redevelopment		
Financial Capacity	10	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		
Local Community Benefits	10	5
*Does the development provide programs or amenities that are available to the surrounding neighborhood?		
*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood?		
*Does the development provide any innovations that may reduce public expenses in the area?		
*Will the development provide any set asides for homeless or special needs households?		
Comments:		

Ability to Proceed	5	5
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments:		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		76 /100

SCORING CRITERIA

FHFC RFA #

2018-110

Development Name:

HAYDEN PLACE APARTMENTS

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	20	19
<p>*Is the developer currently debarred or prohibited from participating in FHFC programs?</p> <p>*Does the developer have any areas of non-compliance with FHFC?</p> <p>*Does the developer have adequate experience to complete this type of project?</p> <p>Comments: <i>Developer (Beneficial Communities) has extensive experience with FHFC Rental Programs in Florida and specifically in Escambia County (Englewood Senior-Elderly Apartments and Pines at Warrington-Family Family Apartments) & has worked on a number of projects in other communities with non-profits as partners in the development. No evidence of non-compliance or debarment is denoted on FHFC website.</i></p>		
Property Management Experience	10	9
<p>*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties?</p> <p>*Does the property management team have experience managing properties of this type?</p> <p>Comments: <i>Two apartment complexes (referenced above) in Escambia County and other properties in the Florida panhandle as well. Pinnacle Management, the developer's designated management company, manages these properties in Escambia County, as well as properties owned by the Area Housing Commission.</i></p>		
Design Compatibility	15	11
<p>*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood?</p> <p>*Does the developer have a plan to allow for community involvement to guide the design process?</p> <p>*Is the scale of the proposed development appropriate for the surrounding neighborhood?</p> <p>*Does the development display compatibility with existing properties?</p> <p>*Does the development provide any innovative design features, such as crime prevention through environmental design?</p> <p>Comments: <i>The proposed 90-unit development is near Pace Blvd. in the Brownsville Community and is well suited to meet the needs of working families in that neighborhood. The developer commits to completing a planning charrette with the community and stakeholders to facilitate design enhancements and neighborhood concurrence. Integration with the neighborhood with respect to design is also a priority.</i></p>		
Resident Program Offerings	5	3
<p>*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?</p> <p>Comments: <i>Basically, the development offers the essential FHFC requirements. Minimally above the FHFC requirements. Resident activities are mentioned (parties, picnics, etc. Resident assistance referral is also mentioned but really no details provided.</i></p>		

Local Contractors	5	2
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments: <i>Yes, there is a commitment to use a local engineer and subcontractors. The only firm listed is: Surveyor: Merrill Parker & Shaw</i>		
Local Partnerships	5	2
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments: <i>Statement of intent to work with Salvation Army and Veteran Group Gulf Coast Veterans Advocacy, but nothing was submitted with the application to evidence the agreement of these organizations to cooperate with or support the project.</i>		
Community Support	10	5
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project?		
*Was any other advertising performed?		
*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets?		
*Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: <i>Two community meetings were properly noticed to neighbors and the meetings but the first on 10/10/18 was canceled due to the approach of Hurricane Michael. A second meeting was noticed and held at Englewood Senior Apartments on 10/26/18 but there were no attendees except for County staff.</i>		
Target Areas	5	5
*Is the project located within a City or County Community Redevelopment Area? OR		
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		
Comments: <i>The site is within a designated CRA area.</i>		
Financial Capacity	10	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments: <i>Yes. This is a typical 9% HTC development scenario, which should be sufficient to finance the development, amenities and cover development fees/costs with acceptable debt coverage. This is evidenced by the pro forma included with the application.</i>		
Local Community Benefits	10	10
*Does the development provide programs or amenities that are available to the surrounding neighborhood?		
*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood?		
*Does the development provide any innovations that may reduce public expenses in the area?		
*Will the development provide any set asides for ELI homeless or special needs households?		
Comments: <i>Redevelopment of a currently blighted property/site. The development will provide a significant investment in the Brownsville CRA and will bolster and help revitalize the surrounding community in keeping with the plans of the County CRA. States that community activities will be held/sponsored such as neighborhood picnics, outreach activities/social events, etc. that include the surrounding community.</i>		
The developer has committed to provide 18 set-aside units for very low-income persons. (9 general per FHFC & 9 for special needs – NO Homeless units specified).		
Ability to Proceed	5	5
*Did the development provide ability to proceed forms demonstrating availability of roads, water, sewer, and electrical services at the site?		

<p>*Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density?</p> <p>*Based on Preapplication Review from County/City, how able is the development to proceed?</p> <p>*Does the developer have evidence of site control?</p> <p>Comments: <i>The developer appears to have all necessary approvals (per executed required forms) to move ahead with the project. Evidence of site control is provided through an executed Purchase & Sale Agreement with the owner of the parcel.</i></p>		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		81 /100

84.5

Reviewer: J. Lemos

SCORING CRITERIA

FHFC RFA #

2018-110

Development Name:

Hayden Place.

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	20	20
*Is the developer currently debarred or prohibited from participating in FHFC programs? ✓ *Does the developer have any areas of non-compliance with FHFC? ✓ *Does the developer have adequate experience to complete this type of project? ✓ Comments: HFC		
Property Management Experience	10	9
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type? Comments: X 2 Escambia		
Design Compatibility	15	15
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? 3 *Does the developer have a plan to allow for community involvement to guide the design process? 2 *Is the scale of the proposed development appropriate for the surrounding neighborhood? 3 *Does the development display compatibility with existing properties? 2 *Does the development provide any innovative design features, such as crime prevention through environmental design? 3 Comments: Charlotte		
Resident Program Offerings	5	5
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)? Comments: X 3?		

49

Local Contractors	5	2
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments: <i>Statement only to Eng.</i>		
Local Partnerships	5	1
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments: <i>Statement only; no letters.</i>		
Community Support	10	5
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? ✓		
*Was any other advertising performed? —		
*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? ✓		
*Can the developer provide letter(s) of support from local neighborhood groups regarding the development? —		
Comments: <i>mail out letter</i>		
Target Areas	5	5
*Is the project located within a City or County Community Redevelopment Area? OR ✓		
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		
Comments:		
Financial Capacity	10	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		
Local Community Benefits	10	7.5
*Does the development provide programs or amenities that are available to the surrounding neighborhood? ✓		
*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? ✓		
*Does the development provide any innovations that may reduce public expenses in the area? ✓		
*Will the development provide any set asides for ELI homeless or special needs households?		
Comments:		

Ability to Proceed	5	5
<p>*Did the development provide ability to proceed forms demonstrating availability of roads, water, sewer, and electrical services at the site?</p> <p>*Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density?</p> <p>*Based on Preapplication Review from County/City, how able is the development to proceed?</p> <p>*Does the developer have evidence of site control?</p> <p>Comments:</p>		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		84 /100

49.5
30.5
5
(84)

(5)

SCORING CRITERIA

FHFC RFA #

2018-110

Development Name:

HAYDEN PLACE

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	20	20
<p>*Is the developer currently debarred or prohibited from participating in FHFC programs? N</p> <p>*Does the developer have any areas of non-compliance with FHFC? N</p> <p>*Does the developer have adequate experience to complete this type of project? Y</p> <p>Comments: Developer has been in existence for 12 years. & has developed over 2400 units of aff. hsg. two developments completed in Escambia - Englewood & Pines -</p>		
Property Management Experience	10	10
<p>*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? Y</p> <p>*Does the property management team have experience managing properties of this type? Y</p> <p>Comments: Pinnacle managing Englewood SR & Pines @ Warrington owned by Beneficial. Also manage Fairfield Lakes (the Park @ Nottingham) in Hwy 98 (normal market rate)</p>		
Design Compatibility	15	14
<p>*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? Y - reference to B'nile CRA plan as well</p> <p>*Does the developer have a plan to allow for community involvement to guide the design process? Y</p> <p>*Is the scale of the proposed development appropriate for the surrounding neighborhood? -</p> <p>*Does the development display compatibility with existing properties? -</p> <p>*Does the development provide any innovative design features, such as crime prevention through environmental design? Y - lighting</p> <p>Comments: Focus on trees on site and buffering of properties to the north. Development sited close to the street. Site close to Pace commercial corridor. Site constraints as to size producing a 4-story development which is a bit out of scale w/ nearby SFR & businesses. Several vacant lots also nearby. Developer to incorporate community feedback in design. Family units appropriate for area.</p>		
Resident Program Offerings	5	5
<p>*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)? Y</p> <p>Comments: Developer to provide resident activities, quarterly health care visits on site, & a referral program for community resources.</p>		

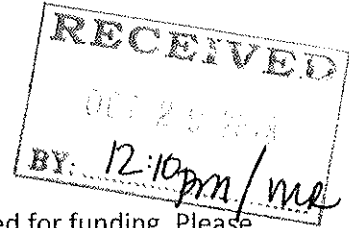
Local Contractors	5	3
<p>*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services? 3</p> <p>Comments: Using Merrill Parker Shaw surveying (letter provided) & commitment to using local engineer & subcontractors</p>		
Local Partnerships	5	2
<p>*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?</p> <p>Comments: no letters provided, but developer provides commitment to partner with the Salvation Army & the Gulf Coast Veterans' Advocacy Council</p>		
Community Support	10	5
<p>*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? Y - mailouts provided & mailing list</p> <p>*Was any other advertising performed? N</p> <p>*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? Y</p> <p>*Can the developer provide letter(s) of support from local neighborhood groups regarding the development? N</p> <p>Comments: Developer tried to hold mtg on Oct 10, but no response due to Hurricane Michael. Another mtg held on Oct 26, but no attendees except County staff. Developer did receive phone calls but nothing in writing (email, letters) provided from local stakeholders</p>		
Target Areas	5	5
<p>*Is the project located within a City or County Community Redevelopment Area? OR Y</p> <p>*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)? N</p> <p>Comments: Project located in Brownsville CRA in County. Developer references Brownsville Plan in Design Compatibility section</p>		
Financial Capacity	10	10
<p>*Does the development proforma indicate sufficient funding to complete the project? Y</p> <p>Comments:</p>		
Local Community Benefits	10	10
<p>*Does the development provide programs or amenities that are available to the surrounding neighborhood? Y</p> <p>*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? Y</p> <p>*Does the development provide any innovations that may reduce public expenses in the area? sidewalk - Y</p> <p>*Will the development provide any set asides for <u>ELI</u> homeless or <u>special needs</u> households? Y</p> <p>Comments: Acquisition of site & development would remove vacant, blighted structure. Developer will be read to provide a sidewalk along North P Street and W. Brainerd; currently no sidewalks in these areas. Developer has committed to provide 9 units for special needs households @ 30% rmy, as well as outreach to disabled veterans & homeless vets (Disabled vets would be included in special needs setasides). Preference to be given to vets (see partnership w/ Gulf Coast Vet. Advocacy Council). Developer proposes community outreach such as community newsletter, n'hood gatherings, and a community garden.</p>		

Ability to Proceed	5	5
<p>*Did the development provide ability to proceed forms demonstrating availability of <u>roads</u>, water, sewer, and electrical services at the site? Y</p> <p>*Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? Y</p> <p>*Based on Preapplication Review from County/City, how able is the development to proceed? Y</p> <p>*Does the developer have evidence of site control? Y</p>		
<p>Comments: <i>all required forms were provided + developer participated in pre-app review. Review included standard comments, with no major barriers in moving forward with development.</i></p>		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):	89	/100

T

EXHIBIT IV

APPLICATION



1. THRESHOLD REQUIREMENTS:

The following items are thresholds and must ALL be answered YES to be considered for funding. Please acknowledge your responses by checking "yes" or "no" in the columns below.

		Staff Verification
1. Did the developer supply a preliminary site plan and elevation?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
2. Did the Developer provide the <u>five</u> six FHFC ability to proceed forms that have been executed?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
3. Did the Developer provide a pre-application review with written comments from Escambia County or the City of Pensacola as appropriate?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
4. Did the developer provide <u>executed</u> evidence of site control?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
5. Did the developer provide a development proforma and sources and uses statement?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
6. Did the developer provide information on the development team?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
7. Did the developer provide information on the property management team?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
8. Did the developer provide evidence of community outreach?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
9. Project is NOT located in a FEMA mapped Special Flood Hazard Area?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	see below
10. Project is NOT located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area (Census Tracts 16) <u>CT 27.04</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr
11. The developer or its principals are NOT debarred from federal projects or FHFC projects and developer is not on FHFC's non-compliance listing for any reason	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OK/mr

10/29



2. CONTACT INFORMATION:

Applicant Name: New Life Estates Family, LLC

c/o New Life CDC, Inc.

Mailing Address: 8594 Highway 98 West, Escambia County, FL 32506

Email Address: dscurles@gmail.com

Phone Number: 850-542-7238

Primary Contact/Title: Dr. Darrak Scurles, Executive Director

Secondary Contact/Title: Grant Power, Project Consultant

grantpower@gmail.com

310-614-1537

9. DEVELOPER

IS PROPOSING splitting parcel to exclude SFHA from site. However, parcel has not been legally split at this time and is in Zone A.

3. GENERAL DEVELOPMENT INFORMATION:

FHFC RFA #	2018-110		
Development Name:	New Life Estates		
Development Address:	8594 Highway 98 West, Escambia County, FL 32506		
Parcel Reference Number:	192S313401000000		
Jurisdiction Location:	<input checked="" type="checkbox"/> Unincorporated Escambia County <input type="checkbox"/> City of Pensacola		
Type of Development (check all that apply):	<input type="checkbox"/> Elderly <input checked="" type="checkbox"/> Family <input type="checkbox"/> Special Needs <input type="checkbox"/> Homeless		
Type of Construction:	<input checked="" type="checkbox"/> New <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Acquisition/Rehabilitation		
Development Design:	<input checked="" type="checkbox"/> Garden Apts	<input type="checkbox"/> High Rise	<input type="checkbox"/> Mid Rise, 4 Stories
	<input type="checkbox"/> Townhomes	<input type="checkbox"/> Quadraplexes	<input type="checkbox"/> Mid Rise, 5-6 Stories
	<input type="checkbox"/> Duplexes	<input type="checkbox"/> Other: _____	
Total Number of Units:	96	Number of Set Aside Units (10% minimum required):	10
Number of Set Aside Units for Homeless Households:	5	Number of Set Aside Units for Special Needs Households:	5
Is project located in a 2016 RECAP area (census tract 16)? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (projects located in these census tracts not eligible)			
Is project located in a FEMA Special Flood Hazard Area? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (projects located in FEMA SFHA not eligible)			
Is the project located in a City or County Community Redevelopment Area? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES			
If yes, provide name of CRA: _____			
Is the project located in a Geographic Area of Opportunity (as determined by FHFC listing of Geographic Areas of Opportunities, effective 6/28/18)? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES			
Funding Requested:	<input checked="" type="checkbox"/> \$354,000—Garden-Wood (New Construction)		
(SELECT ONE)	<input type="checkbox"/> \$425,625—Garden-Concrete (New Construction)		
	<input type="checkbox"/> \$425,625—Mid-Rise-Wood (New Construction)		
	<input type="checkbox"/> \$469,313—Mid-Rise-Concrete (New Construction)		
	<input type="checkbox"/> \$560,250—Hi-Rise (New Construction)		
	<input type="checkbox"/> \$297,563—Garden (Rehabilitation)		
	<input type="checkbox"/> \$419,250—Non-Garden (Rehabilitation)		

DEVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.

BR SIZE→	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
↓INCOME LEVEL					
0-30% Area Median Income (AMI)		3	5	2	
31-50% AMI					
51-60% AMI		26	43	17	
61-80% AMI					
>80% AMI					
TOTALS:					

TOTAL UNITS: 96

PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
↓INCOME LEVEL					
0-30% Area Median Income (AMI)		\$367	\$440	\$508	
31-50% AMI					
51-60% AMI		\$734	\$880	\$1,017	
61-80% AMI					
>80% AMI					

4. DEVELOPER EXPERIENCE:

- Has any member of the development team or any principals of the development team been associated with any development currently debarred or prohibited from participating in FHFC or another state's tax credit program? ☒ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.
- Has any member of the development team or any principals of the development team been associated with any development that has gone into default or been given a "troubled development" status? ☒ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.
- Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with the FHFC or another state tax credit program? ☒ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.
- Provide information on your development teams' housing accomplishments over the past 5 years, including experience with affordable or workforce housing developments. Include summary of staff experience, including organizational chart with names/titles and designation of full or part time status. (ATTACHMENT 6)

- e. Provide listing of properties developed or owned by your agency in Escambia or Santa Rosa Counties (APPENDIX A). If none, attach Appendix A and state such.

5. PROPERTY MANAGEMENT TEAM EXPERIENCE:

- a. Name of Proposed Property Management Company: HTG Management, LLC
- b. Address of Management Company: 3225 Aviation Avenue, 6th Floor, Coconut Grove, FL 33133
- c. Provide information on the experience of the proposed property management team, specifically with affordable or workforce housing developments. (ATTACHMENT 7)
- d. Provide listing of properties managed by the proposed property management company in Escambia or Santa Rosa Counties (APPENDIX B). If none, attach Appendix B, stating such.

6. DESIGN COMPATIBILITY:

Preliminary Site Plan and Elevations submitted as ATTACHMENT 1.

Provide a narrative describing how the proposed development's design is appropriate to the neighborhood, including scale and compatibility with existing neighborhood aesthetics. Include whether there is any plan to allow for community involvement to guide the design process. (APPENDIX C)

7. RESIDENT PROGRAM OFFERINGS:

- a. FHFC mandates provision of resident programs. Please note the FHFC minimum required resident programs that will be offered at the development:

- | | |
|---|--|
| <input type="checkbox"/> Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only) | <input type="checkbox"/> Computer Training |
| <input checked="" type="checkbox"/> After School Program for Children | <input type="checkbox"/> Employment Assistance Program |
| <input checked="" type="checkbox"/> Daily Activities | <input type="checkbox"/> Financial Management Program |
| <input checked="" type="checkbox"/> Family Support Coordinator | <input type="checkbox"/> Literacy Training |
| <input type="checkbox"/> Homeownership Opportunity Program | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Resident Assurance Check-In Program (Elderly) | |

- b. Please list any resident program offerings in excess of the required minimums from FHFC:

Health and wellness promotion with focus on nutrition, physical fitness, health education and referral to health services

8. LOCAL CONTRACTORS:

Provide evidence that development will use local construction contractors or subcontractors, architects, landscaping firms, environmental services, designers, and/or engineers during the planning and construction of the project that maintain their principal office and place of business in Escambia County, Florida. Provide formal letter(s) on company letterhead that demonstrates partnership with local firms and their capacity in the proposed development. (APPENDIX D)

9. LOCAL PARTNERSHIPS:

Demonstrate partnerships with other not for profits, for profits, or service providers in project development or specific service delivery related to the development. Provide formal letter(s) on company letterhead that demonstrates partnership, MOU, or partnership agreement. (APPENDIX E)

10. EVIDENCE OF COMMUNITY SUPPORT:

Development provided documentation of community outreach as ATTACHMENT 8.

Provide evidence of community support of project as evidenced by meeting minutes, letter(s) of support from property owners in the vicinity of the proposed development, and/or letter(s) of support from local neighborhood groups. (APPENDIX F)

11. FINANCIAL CAPACITY:

- | | | |
|---|---|---|
| a. Total Development Cost: | \$20,814,702 including land and reserves;
\$18,976,637 excluding land and reserves | |
| b. Cost per Unit: | \$216,820 including land and reserves;
\$197,673 excluding land and reserves | |
| c. Is project based rental assistance anticipated for this Development? | | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES |

If yes, list source of rental assistance: _____

Number of Units to receive assistance: _____

Years remaining on rental assistance contract: _____

- d. Attach a 15 year Proforma cash flow and proposed sources and uses of funds to demonstrate long-term cash flow for the development. Documents should be based on assumptions of occupancy, rents, and expenses for the duration of the affordability period. (ATTACHMENT 5)

12. LOCAL COMMUNITY BENEFITS:

Provide a narrative describing programs or amenities that the development will offer to the surrounding community as a whole. If applicable, include ways the development will help redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding community. Provide any market studies or analysis that show that the development will help stabilize or improve the area. Describe any innovative ways to reduce public expense in the area (shared parking, sidewalks, etc.). Describe in detail any planned unit set asides for extremely low income homeless or special needs households (APPENDIX G), including the set aside type, number of units, BR size, rents, and income limits.

NOTE: For the purposes of this application, a Special Needs person is defined in Section 420.0004(13), F.S., which means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

13. ABILITY TO PROCEED:

FHFC-required Ability to Proceed forms included as ATTACHMENT 2, Pre-Application Development Review as ATTACHMENT 3, and Evidence of Site Control as ATTACHMENT 4.

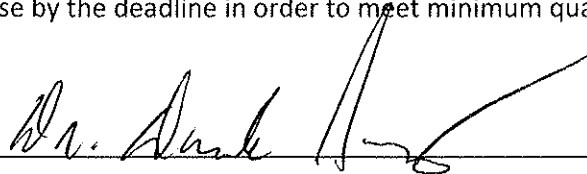
- a. Identify how any concerns raised about the ability for the project to proceed as identified in the Pre-Application Review process will be resolved. Provide information about the ability of the project to quickly proceed through underwriting if approved for funding by FHFC. (APPENDIX H)
- b. Provide projected project timeline (subject to FHFC approval and underwriting) after approval of agreement by the BCC. Include key dates, such as permit timing, FHFC funding closing dates, substantial completion, and lease-up.

See project timeline attached on the following page.

CERTIFICATION:

The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant. All items must be complete and included in the response by the deadline in order to meet minimum qualifications.

Signature: _____



Date: _____

10-26-18

New Life Estates October 26, 2018

Project Timeline:

- November 1, 2018: Board of County Commissioners Approval of New Life Estates
- December 4, 2018: FHFC Deadline for RFA 2018-110 Submission
- February/March 2019: FHFC Board Review Committee
- March 2019: FHFC Board Approval of Recommendations
- March/April 2019: Conclusion of RFA 2018-110 Litigation, Issuance of Invitation to Credit Underwriting and 7, 14, 21 Day Items Due
- May 2019: Begin engagement of Development Professionals Architect including Engineer for Design Plans
- August 2019: Submit Plans for Permits, Bid for General Contractor, Obtain Sources of Construction and Permanent Debt and Equity Tax Credit Financing
- September 2019: Engage General Contractor Agreement
- December 2019: Financial Closing of Construction Loan, Permanent Loan, and Tax Credit Equity
- December 2020: Substantial Completion
- February 2021: Lease Up
- May 2021: Conversion from Construction Loan to Permanent Loan



SITE DATA

TOTAL ACREAGE (ENTIRE SITE): 26.11 ACRES
2.57 ACRES
38.68 ACRES

PROPOSED FAMILY - PHASE I: 7.7 ACRES

ZONING

ESCAMBIA COUNTY, FL: COMMERCIAL

SETBACKS: FRONT = 15'
REAR = 15'
SIDE = 10'

BUILDING HEIGHT MAXIMUM
REQUIRED: 150' / PROVIDED: -55'

FUTURE LAND USE: MIXED USED URBAN
MIXED USE SUBURBAN

BUILDINGS

TOTAL: 5 BUILDINGS
(NOT INCLUDING PICNIC PAVILIONS)

FAMILY - PHASE I = 5 BUILDINGS
4 APARTMENT BUILDINGS = 28,437 SF
(BUILDINGS 1-4)
1 COMMUNITY CLUBHOUSE = 3,500 SF
(BUILDING 5)

PARKING

TOTAL EXISTING SPACES (ASPHALT PARKING): 377

TOTAL PARKING FAMILY SPACES (PHASE I)
REQUIRED: 144 / PROVIDED: 146 (6 ADA)

(96 UNITS X 1.5 SPACES/UNIT DWELLING
UNIT = 144 SPACES)

IMPERVIOUS (APPROXIMATE)

EXISTING: 221,331 SF
(PARKING AND BUILDINGS)

NEW: 121,316 SF (PHASE I ONLY)
(PARKING AND BUILDINGS)

RETENTION (APPROXIMATE)

EXISTING: 83,700 SF
PROPOSED ADDITIONAL: 32,000 SF

NOTE: POND TO HAVE POSITIVE FLOW
EASEMENT WILL BE GRANTED

UNIT TABULATION

FAMILY TOTAL UNITS: 96

TOTAL UNITS, PER BLDG = 24

1 BED / 1 BATH = 6 UNITS

2 BED / 2 BATH = 12 UNITS

3 BED / 2 BATH = 6 UNITS

NOTE: The subject property as shown hereon
is located in flood zone A, (Areas subject to
inundation by the 1-percent-annual-chance
flood event). Because detailed hydraulic
analyses have not been performed, no Base
Flood Elevations (BFEs) or flood depths are
shown, and flood zone X, as determined from
the Federal Emergency Management Agency
Flood Insurance Rate Map of Escambia
County, Florida, Community 120080, FIRM
map panel numbers 12033C0384G and
0365G, map revision dated September 29,
2006.

WMB-ROI
(architecture)

ROI SOLUTIONS.

110 South Kentucky Avenue
Lakeland, Florida 33801
883.687.3573
wmb-roi.com
Corp. Lic. No. AAC001165

CONSULTANTS:

SEAL: J. MICHAEL MURPHY, P.E. Certificate No. 9346
STEVEN J. BOYINGTON, P.E. Certificate No. 9652
MATTHEW ROBERT CRAIG, P.E. Certificate No. 72335

NOT FOR
CONSTRUCTION
NOT FOR BID

DATE:

PROJECT NAME:

**NEW LIFE
ESTATES**

8610 W HIGHWAY 98
PENSACOLA, FL 32516

ISSUED DATES:

B

MARK	DATE	DESCRIPTION
DR. BY: RVD		QAL: EAC
CHKD. BY: EAC		QAM: SJB

SCALE: AS NOTED

PROJ. NO.: 18197

DWG. TITLE:

PROPOSED CONCEPTUAL
SITE PLAN

SCHEME G

DWG. No.:

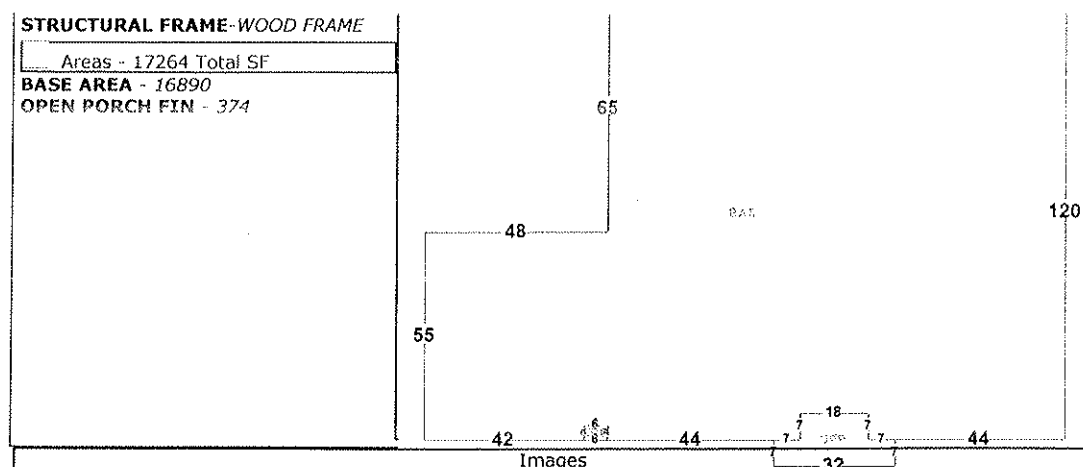
SD-101

Source: Escambia County Property Appraiser

[← Navigate Mode](#)
☒ Account
 ☐ Reference
[Restore Full Page Version](#)

General Information Reference: 192S313401000000 Account: 094051006 Owners: R & C CLARK LLC Mail: 705 PALOMAR DR PENSACOLA, FL 32507 Situs: 8594 HIGHWAY 98 WEST 32506 Use Code: CHURCH Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap. Val</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>\$248,045</td> <td>\$1,187,521</td> <td>\$1,435,566</td> <td>\$1,435,566</td> </tr> <tr> <td>2017</td> <td>\$248,045</td> <td>\$1,162,946</td> <td>\$1,410,991</td> <td>\$1,410,991</td> </tr> <tr> <td>2016</td> <td>\$248,045</td> <td>\$1,166,320</td> <td>\$1,414,365</td> <td>\$1,414,365</td> </tr> </tbody> </table> <p align="center">Disclaimer</p> <p align="center">Tax Estimator</p> <p align="center">> File for New Homestead Exemption Online</p>		Year	Land	Imprv	Total	Cap. Val	2018	\$248,045	\$1,187,521	\$1,435,566	\$1,435,566	2017	\$248,045	\$1,162,946	\$1,410,991	\$1,410,991	2016	\$248,045	\$1,166,320	\$1,414,365	\$1,414,365										
Year	Land	Imprv	Total	Cap. Val																													
2018	\$248,045	\$1,187,521	\$1,435,566	\$1,435,566																													
2017	\$248,045	\$1,162,946	\$1,410,991	\$1,410,991																													
2016	\$248,045	\$1,166,320	\$1,414,365	\$1,414,365																													
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>04/2007</td> <td>6125</td> <td>554</td> <td>\$3,250,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>07/1999</td> <td>4440</td> <td>115</td> <td>\$4,000,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>04/1999</td> <td>4412</td> <td>1598</td> <td>\$13,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>04/1997</td> <td>4117</td> <td>985</td> <td>\$73,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>		Sale Date	Book	Page	Value	Type	Official Records (New Window)	04/2007	6125	554	\$3,250,000	WD	View Instr	07/1999	4440	115	\$4,000,000	WD	View Instr	04/1999	4412	1598	\$13,000	WD	View Instr	04/1997	4117	985	\$73,000	WD	View Instr	2018 Certified Roll Exemptions None Legal Description SE 1/4 OF SW 1/4 & SW 1/4 OF SEC 1/4 LESS N 33 FT FOR COUNTY RD R/W LESS OR 155 P 298 STATE RD NO 298B R/W LESS... Extra Features ASPHALT PAVEMENT CONCRETE PAVING PAVILION	
Sale Date	Book	Page	Value	Type	Official Records (New Window)																												
04/2007	6125	554	\$3,250,000	WD	View Instr																												
07/1999	4440	115	\$4,000,000	WD	View Instr																												
04/1999	4412	1598	\$13,000	WD	View Instr																												
04/1997	4117	985	\$73,000	WD	View Instr																												
Parcel Information Section Map Id: 19-2S-31-2 Approx. Acreage: 26.1100 Zoned: Com Evacuation & Flood Information Open Report				<p align="right">Launch Interactive Map</p> <p align="center">View Florida Department of Environmental Protection (DEP) Data</p>																													

Buildings	
Address: 8594 HIGHWAY 98 WEST, Year Built: 1982, Effective Year: 1982	
Structural Elements DECOR/MILLWORK-ABOVE AVERAGE DWELLING UNITS-0 EXTERIOR WALL-PRECAST PAN/CON FLOOR COVER-CARPET FOUNDATION-SLAB ON GRADE HEAT/AIR-CENTRAL H/AC INTERIOR WALL-DRYWALL-PLASTER NO. PLUMBING FIXTURES-16 NO. STORIES-2 ROOF COVER-BLT UP MTL/GYP ROOF FRAMING-RIGID FRAME/BAR STORY HEIGHT-18 STRUCTURAL FRAME-CONCRTE REINFRD	
Areas - 21600 Total SF BASE AREA - 16740 HALF-STORY FIN - 2400 UPPER STORY FIN - 2460	
Year Built: 1982, Effective Year: 1982	
Structural Elements DECOR/MILLWORK-ABOVE AVERAGE DWELLING UNITS-0 EXTERIOR WALL-BRICK-FACE/VENEER FLOOR COVER-CARPET FOUNDATION-SLAB ON GRADE HEAT/AIR-CENTRAL H/AC INTERIOR WALL-DRYWALL-PLASTER NO. STORIES-1 ROOF COVER-COMPOSITION SHG ROOF FRAMING-HIP-HI PITCH STORY HEIGHT-10 STRUCTURAL FRAME-WOOD FRAME	
Areas - 1089 Total SF BASE AREA - 1089	
Year Built: 1986, Effective Year: 1986	
Structural Elements DECOR/MILLWORK-AVERAGE DWELLING UNITS-0 EXTERIOR WALL-STUCCO OV BLOCK FLOOR COVER-CARPET FOUNDATION-SLAB ON GRADE HEAT/AIR-CENTRAL H/AC INTERIOR WALL-DRYWALL-PLASTER NO. PLUMBING FIXTURES-16 NO. STORIES-2 ROOF COVER-BLT UP MTL/GYP ROOF FRAMING-STEEL TRUSS/FRM STORY HEIGHT-0 STRUCTURAL FRAME-MASONRY PIL/STL	
Areas - 12200 Total SF BASE AREA - 4960 CANOPY - 554 CARPORT FIN - 1486 UPPER STORY FIN - 5200	
Address: 8600 HIGHWAY 98 W, Year Built: 1980, Effective Year: 1980	
Structural Elements DECOR/MILLWORK-AVERAGE DWELLING UNITS-0 EXTERIOR WALL-BRICK-FACE/VENEER EXTERIOR WALL-METAL-MODULAR FLOOR COVER-CARPET FOUNDATION-SLAB ON GRADE HEAT/AIR-CENTRAL H/AC INTERIOR WALL-DRYWALL-PLASTER NO. PLUMBING FIXTURES-10 NO. STORIES-1 ROOF COVER-BLT UP MTL/GYP ROOF FRAMING-RIGID FRAME/BAR STORY HEIGHT-10	



1/19/17



1/19/17

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

SCORING CRITERIA

FHFC RFA #

RFA 2018 -110

Development Name:

New Life Estates

Description	Maximum Points Available	Points Awarded
Developer Experience	20	20
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project? Comments:		
Property Management Experience	10	5
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type? Comments: No local properties have been managed.		
Design Compatibility	15	12
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design? Comments: No major design features regarding safety elements.		
Resident Program Offerings	5	4
*Does the developer offer resident programs in excess of the required minimums from FHFC? Comments: Minimum of 3 is required they are providing 4 (health and wellness).		

Local Contractors	5	3
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	5	4
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments:		
Community Support	10	5
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project?		
*Was any other advertising performed?		
*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets?		
*Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: No other form of advertising and no meeting was held even after the extension.		
Target Areas	5	5
*Is the project located within a City or County Community Redevelopment Area? <u>OR</u>		
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		
Comments:		
Financial Capacity	10	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		
Local Community Benefits	10	8
*Does the development provide programs or amenities that are available to the surrounding neighborhood?		
*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood?		
*Does the development provide any innovations that may reduce public expenses in the area?		
*Will the development provide any set asides for homeless or special needs households?		
Comments:		

Ability to Proceed	5	4
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments: Project is located in a flood zone .		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		80 /100

SCORING CRITERIA

FHFC RFA #

2018-110

Development Name:

NEW LIFE ESTATES FAMILY, LLC

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	20	18
<p>*Is the developer currently debarred or prohibited from participating in FHFC programs?</p> <p>*Does the developer have any areas of non-compliance with FHFC?</p> <p>*Does the developer have adequate experience to complete this type of project?</p> <p>Comments: Developer (HTG) has extensive experience with FHFC Rental Programs & has worked on a number of projects with non-profits as partners in the development. No evidence of non-compliance or debarment is denoted on FHFC website. The partner agency (New Life CDC) does not evidence any prior experience with rental development.</p>		
Property Management Experience	10	8
<p>*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties?</p> <p>*Does the property management team have experience managing properties of this type?</p> <p>Comments: HGT's Management Company has extensive experience with similar scale properties in Florida, but has no continuing management of properties in Escambia County. One principal with HTG did have prior experience with three older HTC properties (Palafox Landing & Morris Court), but this was with a different developer.</p>		
Design Compatibility	15	12
<p>*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood?</p> <p>*Does the developer have a plan to allow for community involvement to guide the design process?</p> <p>*Is the scale of the proposed development appropriate for the surrounding neighborhood?</p> <p>*Does the development display compatibility with existing properties?</p> <p>*Does the development provide any innovative design features, such as crime prevention through environmental design?</p> <p>Comments: The developers have made a concerted effort to make the apartment fit into the fabric of the surrounding area and have incorporated the existing community center as a focal point for accomplishing the neighborhood element. Utilizing the existing center enhances the apartment facility through the use of existing assets on the property. There is a need for affordable housing on the west side of Pensacola/ Escambia County, which this development would help to address. Additionally, the developer has committed to host community meetings to solicit feedback regarding design matters (it is assumed this would be post-funding award, since the single community meeting held on 10/10/18 did not result in any citizen input). Minimal discussion with a couple of neighbors is noted in one of the community support narratives.</p>		
Resident Program Offerings	5	5
<p>*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?</p> <p>Comments: Yes. Community Center & related activities that will be generally available to the community as appropriate. Programs will be offered as well as a community convening place. It appears that New Life</p>		

Church will also offer various activities ranging from child care to health/nutrition, thought these may be offered irrespective of the apartment development.		
Local Contractors	5	3
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments: Yes, there is minimal local participation by specialty firms, including: Surveyor: Pittman, Glaze & Associates Civil Engineer: Kenneth Horne & Assoc.		
Local Partnerships	5	5
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments: The partnership between HTG and New Life CDC is quite evident in the application and is the key component that will allow this development to move forward at the specified location for the benefit of the community. Executed MOU between the parties was provided with the application.		
Community Support	10	6
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project?		
*Was any other advertising performed?		
*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets?		
*Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: Community meeting was properly noticed to neighbors and the meeting was held on 10/10/18 at the development site (New Life Christian Center Church). But due to Hurricane Michael's approach, there were no attendees at the meeting. The mailout list was supplied with the application, along with the meeting agenda. There is no evidence of a supplemental meeting after the 10/10/18 session.		
Target Areas	5	5
*Is the project located within a City or County Community Redevelopment Area? <u>OR</u>		
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		
Comments: The site appears to be located in an Area of Opportunity per FHFC maps. It is not located in a designated CRA area.		
Financial Capacity	10	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments: Yes. This is a typical 9% HTG development scenario, which should be sufficient to finance the development, amenities and cover development fees/costs with acceptable debt coverage. This is evidenced by the pro forma included with the application.		
Local Community Benefits	10	9
*Does the development provide programs or amenities that are available to the surrounding neighborhood?		
*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood?		
*Does the development provide any innovations that may reduce public expenses in the area?		
*Will the development provide any set asides for ELI homeless or special needs households?		
Comments: The Community Center will be available for community events/activities per the application. The developer commits to involve the surrounding community during the design/development phase to promote compatibility and encourage citizen input. It seems that programs may also be provided via the New Life Church, though those may be separate from those provided as a result of the development of the apartments. To Include: Child Care, Adult Literacy, Workforce Development, Financial Literacy, Small Business training, Health & Wellness activities.		

The developer has committed to provide 10 set-aside units for very low income persons. (5 for homeless & 5 for special needs).		
Ability to Proceed	5	4
<p>*Did the development provide ability to proceed forms demonstrating availability of roads, water, sewer, and electrical services at the site?</p> <p>*Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density?</p> <p>*Based on Preapplication Review from County/City, how able is the development to proceed?</p> <p>*Does the developer have evidence of site control?</p>		
<p>Comments: The developer appears to have all necessary approvals (forms) with the exception that the development site "property legal description" incorporates a portion of the adjacent flood zone (the actual design/plan has been adjusted to eliminate this encroachment, but the formal legal has not been changed to confirm/conform). This is noted in the DRC review comments as well. Evidence of site control is provided through an executed Purchase & Sale Agreement with the owner of the parcel.</p>		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		85 /100

* Flood Zone issues will cause threshold failure if not addressed legally/completely.

SCORING CRITERIA

FHFC RFA #

2018-110

Development Name:

New Life

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	20	20
<p>*Is the developer currently debarred or prohibited from participating in FHFC programs?</p> <p>*Does the developer have any areas of non-compliance with FHFC?</p> <p>*Does the developer have adequate experience to complete this type of project?</p> <p>Comments:</p>		
Property Management Experience	10	9
<p>*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties?</p> <p>*Does the property management team have experience managing properties of this type?</p> <p>Comments:</p>		
Design Compatibility	15	11
<p>*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood?</p> <p>*Does the developer have a plan to allow for community involvement to guide the design process?</p> <p>*Is the scale of the proposed development appropriate for the surrounding neighborhood?</p> <p>*Does the development display compatibility with existing properties?</p> <p>*Does the development provide any innovative design features, such as crime prevention through environmental design?</p> <p>Comments:</p>		
Resident Program Offerings	5	5
<p>*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?</p> <p>Comments:</p>		

12
45

Local Contractors	5	4
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments: <i>Surveyor, Engineer</i>		
Local Partnerships	5	4
*Did the developer provide <u>evidence of partnership(s)</u> with local agencies to provide specific service delivery related to the project?		
Comments: <i>New Life already a develop partner</i>		
Community Support	10	5.0
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project?		
*Was any other advertising performed? <input checked="" type="checkbox"/>		
*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets?		
*Can the developer provide letter(s) of support from local neighborhood groups regarding the development? <input checked="" type="checkbox"/>		
Comments:		
Target Areas	5	5
*Is the project located within a City or County Community Redevelopment Area? <u>OR</u> <input checked="" type="checkbox"/>		
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)? <input checked="" type="checkbox"/>		
Comments:		
Financial Capacity	10	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		
Local Community Benefits	10	9
*Does the development provide programs or amenities that are available to the surrounding neighborhood? <input checked="" type="checkbox"/>		
*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? <input checked="" type="checkbox"/>		
*Does the development provide any innovations that may reduce public expenses in the area? <input checked="" type="checkbox"/>		
*Will the development provide any set asides for <u>ELI</u> homeless or special needs households? <input checked="" type="checkbox"/>		
Comments:		

37.0¹³

Ability to Proceed	5	3.75
<p>*Did the development provide ability to proceed forms demonstrating availability of roads, water, sewer, and electrical services at the site? ✓</p> <p>*Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? ✓</p> <p>*Based on Preapplication Review from County/City, how able is the development to proceed?</p> <p>*Does the developer have evidence of site control?</p>		
<p>Comments: App H1 incorrectly states the FEMA Designation as a SFHA on the parcel.</p>		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		/100

45
 37.0
 3.75
 85.75

3.75

SCORING CRITERIA

FHFC RFA #

2018-110

Development Name:

NEW LIFE ESTATES

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	20	18
<p>*Is the developer currently debarred or prohibited from participating in FHFC programs? <u>N</u></p> <p>*Does the developer have any areas of non-compliance with FHFC? <u>N</u></p> <p>*Does the developer have adequate experience to complete this type of project?</p> <p>Comments: New Life CDC does not have any housing development experience; however by partnering with HTG an experienced developer, they should be able to provide needed expertise</p>		
Property Management Experience	10	9
<p>*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties?</p> <p>*Does the property management team have experience managing properties of this type? <u>Y</u></p> <p>Comments: no properties managed in SR or Escambia according to submission</p>		
Design Compatibility	15	13
<p>*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? <u>Y</u></p> <p>*Does the developer have a plan to allow for community involvement to guide the design process? <u>Y</u></p> <p>*Is the scale of the proposed development appropriate for the surrounding neighborhood? <u>Y</u></p> <p>*Does the development display compatibility with existing properties? <u>Y</u></p> <p>*Does the development provide any innovative design features, such as crime prevention through environmental design? <u>UNK</u> - Green building</p> <p>Comments: Proposed design appropriate for commercial corridor. Developer to incorporate community feedback. Proposed green building design</p>		
Resident Program Offerings	5	5
<p>*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?</p> <p>Comments: Providing After school program, daily activities & family support coordinator for 3 mandated. Is providing a health + wellness resident program in addition</p>		

Local Contractors	5	2
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services? <u>(2)</u>		
Comments: using Pittman Glaze Assoc for surveying & Kenneth Home for engineering		
Local Partnerships	5	4
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments: Partnership with new Life CDC for development (Mon included). No mention of other service delivery or activities to be provided		
Community Support	10	5
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? <u>Y</u>		
*Was any other advertising performed? <u>N</u>		
*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? <u>Y</u>		
*Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: no attendees @ community mtg & no support letters provided (conflict due to storm on 10th)		
Target Areas	5	5
*Is the project located within a City or County Community Redevelopment Area? <u>OR NO</u>		
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)? <u>yes</u>		
Comments: Development located in area of opportunity (C/T 27.04)		
Financial Capacity	10	10
*Does the development proforma indicate sufficient funding to complete the project? <u>Y</u>		
Comments:		
Local Community Benefits	10	7
*Does the development provide programs or amenities that are available to the surrounding neighborhood? <u>Y</u>		
*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? <u>—</u>		
*Does the development provide any innovations that may reduce public expenses in the area? <u>N</u>		
*Will the development provide any set asides for ELI homeless or special needs households? <u>Y</u>		
Comments: 10 units set aside - 5 for homeless & 5 for sp. needs & proposed rents are in compliance. proposed opening up Community Center to all citizens - providing health child care, literacy, and other programs. Redevelopment of Liberty Church - which is currently in use as a college church.		

Ability to Proceed	5	3
*Did the development provide ability to proceed forms demonstrating availability of roads, water, sewer, and electrical services at the site? Y		
*Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? Y		
*Based on Preapplication Review from County/City, how able is the development to proceed? N		
*Does the developer have evidence of site control? Y		
Comments: zoning is OK, but pre-app raised significant concerns due to proposal to subdivide lot, which has not legally occurred. Dividing done for purpose of		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		81 /100

omitting flood zone. ^{proposed new} parcel to be considered for county funding. Not sure if can be legally done as drawn - how it will affect stormwater, etc



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Special BCC Meeting

10.

Meeting Date: 11/19/2018

Issue: Public Official Bonds - Commissioner Doug Underhill and Commissioner-Elect Robert D. Bender

From: Amy Lovoy, Assistant County Administrator

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Public Official Bonds for Commissioner Elect Douglas B. Underhill and Commissioner Elect Robert D. Bender - Amy Lovoy, Acting County Administrator

That the Board approve the following Public Official Bonds through Fisher Brown, Inc., as bond agent, as outlined in Florida Statutes 137.04, and filed with the Clerk of the Circuit Court and Comptroller's Office:

A. Commissioner Elect Douglas B. Underhill, District 2, \$2,000, Old Republic Surety Company, Brookfield, Wisconsin, Bond Number W150209545, effective November 20, 2018, to November 21, 2022; and

B. Commissioner Elect Robert D. Bender, District 4, \$2,000, Travelers Casualty and Surety Company of America, Hartford, Connecticut, Bond Number 107005485, effective November 20, 2018, to November 21, 2022.

[Funds for the cost of these bonds are budgeted under Risk Management in Cost Center 140835/Account 54501]

BACKGROUND:

See attached Bonds for Commissioner Elect Douglas B. Underhill, District 2, and Commissioner Elect Robert D. Bender, District 4.

BUDGETARY IMPACT:

Funds for the cost of these bonds are budgeted under Risk Management in Cost Center 140835, Account 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

These bonds are in compliance with Florida Statutes 137.04.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These bonds are issued in compliance with Florida Statutes 137.04 and will be filed with the Clerk of the Circuit Court and Comptroller's Office.

IMPLEMENTATION/COORDINATION:

This recommendation has been coordinated with the Office of Risk Management and Fisher Brown, Inc. The County Administrator's Office will hand deliver the Public Official Bonds to the Clerk of the Circuit Court and Comptroller's Office for recording in the Official Records of Escambia County, Florida.

Attachments

Public Official Bond Doug Underhill

Public Official Bond Robert D. Bender

OLD REPUBLIC SURETY COMPANY

(800) 217-1792

PUBLIC OFFICIAL BOND

Bond Number W150209545

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Douglas B. Underhill
of c/o Escambia County, BCC 221 Palafox Place, Suite 400, Pensacola, State of Florida, as Principal, and
the Old Republic Surety Company organized under the Laws of the State of
Wisconsin, as Surety, with its Home Office in
Brookfield in said state, are held and firmly bound unto
State of Florida, Secretary of State, Division of Elections
500 S. Bronough Street, Room 316, R.A. Gray Building Tallahassee, FL 32399-0250,
as Oblige, in the penal sum of Two Thousand Dollars (\$ 2,000.00),
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 15th day of August, 2018.

WHEREAS, the above-named Principal has been duly appointed or elected
Commissioner of the State of Florida, Secretary of State, Division of Elections
State of Florida for the definite/indefinite term beginning on the
November 20, 2018 and ending on the November 21, 2022.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the above bounded Principal
shall faithfully perform such duties as may be imposed on him by law and shall honestly account for all
money that may come into his hands in his official capacity during the said term, then his obligation shall
be void; otherwise to remain in full force and effect; provided, however, that the Surety shall not be liable
hereunder for any loss of public money deposited by or in behalf of the Principal with any bank when such
loss is occasioned by the failure of such bank faithfully to account for and pay over such money on legal
demand; any law, decision, or statute to the contrary notwithstanding.

This bond is further conditioned that the liability of the Surety shall be fully terminated as to future acts of
the Principal thirty (30) days after the receipt by the Oblige, of the Surety's written notice of cancellation.

Witness: Angela Crady

By: Douglas B. Underhill Principal

Old Republic Surety Company

Surety

Witness: Amenda Port

By: Elise Faust Attorney-in-fact





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
Elise Faust of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows: Effective Date: 11/20/2018 12:00:00 AM

Bond Number: W150209545 Bond Amount: Two Thousand Dollars \$ 2,000.00

Principal Name: Douglas B. Underhill

Obligee Name: State of Florida, Secretary of State, Division of Elections of Tallahassee, FL

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

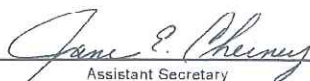
RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

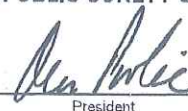
RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15th day of August, 2018.


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 15th day of August, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: 09/28/2022

CERTIFICATE

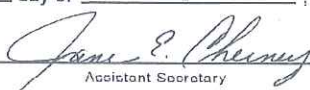
(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0922679



Signed and sealed at the City of Brookfield, WI this 15th day of August, 2018.


Assistant Secretary

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250
Public Official Bond

County of ESCAMBIA

Bond No. 107005485

KNOW ALL MEN BY THESE PRESENTS, That we, Robert D. Bender
(Official's Name)
as Principal, and Travelers Casualty and Surety Company of America
as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the
sum of Two Thousand Dollars, we hereby bind ourselves and each of our heirs,
executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official
was elected ☒ appointed ☐ Escambia County, County Commissioner, District 4 to hold this office
(Name of Office)
for a term beginning November 20, 2018 and ending November 21, 2022 and until
his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of his/her office
as provided by law, this obligation is void.

Robert D. Bender
X 
(Signature of Official)

Signed and Sealed this 06 day of November, 2018

One Tower Square Hartford, CT 06183
(Address of Main Surety Company)

Travelers Casualty and Surety Company of America
(Name of Local Bonding Company)

Fisher Brown Bottrell Ins., 19 W. Garden Str, Ste 300, Pensacola, FL 32502
(Address of Local Bonding Company)

(SEAL)

By **X** 
(Signature of Florida Licensed Agent)

A174006-FL License
(Social Security Number of Florida Licensed Agent)

Robert Corley McLendon
(Type Name of Florida License Agent)

The above is approved this _____ day of _____

Signature: _____

Approved by: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 107005485

Principal: Robert D. Bender
c/o Escambia County, BCC PO Box 1591 PENSACOLA, FL 32591
Obligee: Florida Secretary of State
Division of Elections Room 316, R.A. Gray Building, 500
Bronou TALLAHASSEE, FL 323990250

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robert Corley McLendon**, of the City of PENSACOLA, State of FL, their true and lawful Attorney(s)-in-fact, to sign, execute, seal and acknowledge the surety bond referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of July, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By: 
Robert L. Rancey, Senior Vice President

On this the 7th day of July, 2016, before me personally appeared **Robert L. Rancey**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is


FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 06 day of November, 2018.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the above-named individuals and the details of the bond to which the power is attached.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Special BCC Meeting

11.

Meeting Date: 11/19/2018

Issue: Hold Harmless and Indemnification Agreement Agreement for Winterfest of Pensacola, Inc.

From: Amy Lovoy, Assistant County Administrator

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Hold Harmless and Indemnification Agreement for Winterfest of Pensacola, Inc. - Amy Lovoy, Acting County Administrator

That the Board approve and authorize the County Administrator to sign the Hold Harmless and Indemnification Agreement with Winterfest of Pensacola, Inc., to use both plaza entrances into the Ernie Lee Magaha Government Building, located at 221 Palafox Place, and the main entrance and basement of the Escambia County Old Courthouse building, located at 223 Palafox Place, during the Pensacola Winterfest Event on the following dates: November 16-18, 23-25, and 30, 2018; and December 1-2, 7-9, 14-16, and 21-24, 2018. Winterfest shall remove all equipment and other personal property and restore the premises to the original condition on or before the close of business on Friday, January 4, 2019.

BACKGROUND:

In order to use the County's facilities/property, a Hold Harmless and Indemnification Agreement is prepared with the Agency(s) that are requesting the use. Winterfest of Pensacola, Inc., has requested the use of the plaza entrances leading into the Ernie Lee Magaha Government Building, located at 221 Palafox Place, and the entrance and basement of the Escambia County Old Courthouse, located at 223 Palafox Place, on the following dates: November 16-18, 23-25, and 30, 2018; and December 1-2, 7-9, 14-16, and 21-24, 2018. Winterfest of Pensacola, Inc., has provided proof of insurance, and Robert Dye, Risk Manager, has signed off on the insurance as being sufficient to meet the County's insurance requirement.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Hold Harmless Agreement was written by Kristin Hual, Assistant County Attorney, and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Winterfest of Pensacola, Inc., will work with Robert Dye, Interim Director of Facilities Management, and the County Administrator's Office to coordinate putting up and taking down the Christmas decorations.

Attachments

Hold Harmless Agreement 2018 Winterfest of Pensacola, Inc.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Winterfest of Pensacola, Inc., a Florida not-for-profit corporation (hereinafter referred to as "Winterfest"), FEI/EIN Number 20-1079497, whose principal address is 226 East Intendencia Street, Pensacola, Florida 32502.

NOW THEREFORE, in consideration of the promises, covenants and payments and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the County and Winterfest hereby agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Use of Premises.** Subject to the terms and conditions set forth herein, Winterfest will be permitted to access and use the exterior of the plaza entrances of the Ernie Lee Magaha Government Building located at 221 Palafox Place and the main entrance and basement of the Escambia County Old Courthouse building located at 223 Palafox Place (hereinafter collectively referred to as the "Premises") during the **Pensacola Winterfest Event** occurring on the following dates: **November 16-18, 23-25, and 30, 2018; and December 1-2, 7-9, 14-16, and 21-24, 2018** (hereinafter referred to as the "Event"). Thereafter, Winterfest will be permitted to access the Premises for post-event clean-up. Winterfest shall remove all equipment and other personal property and restore the Premises to the original condition on or before the close of business on **Friday, January 4, 2019**.
3. **General Requirements.**
 - (a) At the discretion of the County, Winterfest may be required to provide security and/or police protection during the Event. Said protection shall be at the sole expense of Winterfest and shall be subject to the approval of the County Administrator.
 - (b) Winterfest agrees to operate as independent contractor and to hold the County harmless from any and all liabilities or obligations arising out of Winterfest's use of the Premises. It is specifically understood that the above statement shall be interpreted in a manner that will hold Winterfest solely liable, to the exclusion of the County, for any expense, damage or liability arising out of Winterfest's use of the Premises.
 - (c) Any decorations or other arrangements on the Premises must be in compliance with applicable state fire codes, receive approval of the appropriate fire inspectors; and also be approved by the County Administrator, or designee, prior to installation.
 - (d) Nothing in the Agreement shall be construed as making Winterfest an agent or employee of the County or as creating a relationship of a partnership or a joint venture between Winterfest and County.
 - (e) Winterfest may not sublet, sublease, or assign any right or interest held by them

under the terms of this Agreement without the written approval of County.

- (f) Winterfest shall restore the Premises to the original condition before leaving the Premises. At the County's discretion, Winterfest must agree to restore or pay the cost of restoring the Premises to the original condition, less depreciation occasioned by normal usage.
- (g) No alcoholic beverages will be permitted on the Premises.
- (h) The County, its employees, and/or agents shall not be responsible for any items left on the Premises by Winterfest prior to, during, or after the Event.
- (i) Any and all activities conducted on the subject Premises must comply with all applicable fire laws, will be subject to the prior approval and to prior inspection by the County pursuant to the Escambia County Code of Ordinances, and must comply with any applicable state laws.
- (j) Winterfest shall retain control over its employees, agents, subcontractors, and invitees and its activities on and about the subject Premises, and to that end, Winterfest shall not be deemed an agent of the County. Winterfest shall exercise precaution at all times for the protection of all persons, including its employees, agents, subcontractors and invitees on and about the Premises. Further, Winterfest shall take prompt action where loss control/safety measures would be reasonably expected.

4. Hold Harmless. Winterfest agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its elected and appointed officials, employees, volunteers, representatives and agents from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to Winterfest's use or possession of the Premises for the Event. Winterfest's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

5. Insurance. For all activities conducted on the Premises, Winterfest shall obtain the following insurance coverage:

- a) General Liability Coverage, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- c) Florida statutory workers' compensation coverage for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with §440.02(13)(d) and §440.10(1)(g), Florida Statutes. Winterfest shall also purchase any other coverages required by law for the benefit of employees.

- d) Winterfest agrees that all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be rated as "A" or other Secure Best Rating with a Financial Size Category VII according to latest edition of the A.M. Best Key Rating Guide.
- e) Winterfest shall require, and shall be responsible for assuring throughout the term of the Agreement, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.
- f) The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- g) These insurance requirements shall not limit the liability of Winterfest. The foregoing coverage requirements are merely minimums, and the County does not represent that these types or amounts of insurance will be sufficient or adequate to protect Winterfest's interests or liabilities.
- h) The Board of County Commissioners and Escambia County shall be endorsed as "additional insured" on all of Winterfest's liability insurance policies (excluding professional liability and workers' compensation insurance policies).
- i) The insurance policies shall be endorsed to provide at least thirty (30) days advance notice of cancellation, nonrenewal or adverse change.
- j) Winterfest hereby waives its right of recovery against the County, to the extent permitted by its insurance policies.
- k) Insurance required of Winterfest or any other insurance of Winterfest shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims or obligations, which arise out of this Agreement.
- l) Evidence/Certificates of Insurance:
 - 1. Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each Certificate of Insurance.
 - 2. New Certificates of Insurance are to be provided to the County at least thirty (30) days prior to coverage renewals. Failure to provide the County with such renewal certificates may be considered justification for the County to terminate this Agreement.
 - 3. Certificates should contain the following additional information:

- a) Indicate that Escambia County is an additional insured on the general liability policy;
- b) Disclose any self-insured retentions in excess of \$1,000.00;
- c) Designate Escambia County as the certificate holder as follows:

Escambia County Board of Commissioners
Attention:
Risk Manager
P.O. Box 1591
Pensacola, FL 32597-1591; and

- d) Indicate that the County shall be notified at least thirty (30) days in advance of cancellation.

m) Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of Winterfest's obligation to fulfill the insurance requirements herein.

n) If requested by the County, Winterfest shall furnish complete copies of the insurance policies, forms and endorsements, and/or such additional information with respect to insurance as may be requested.

6. **Records.** The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended, and agree to be governed by it to the extent required by law.

IF WINTERFEST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

7. **All Prior Agreements Superseded.**

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the

terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement will be in the County of Escambia.

11. Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

- (a) If Winterfest discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, Winterfest shall immediately notify County and request clarification of the Agreement.

- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

13. Compliance with Laws. Winterfest shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, Winterfest shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

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

15. No Waiver. The failure of either party to insist upon the strict performance of the terms

and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

16. Assignment. This Agreement shall not be assigned nor shall the Premises be sublet unless first approved by the County. Any such assignment shall be reflected in a written instrument executed by the parties.

17. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Witness

By: _____
Amy Lovoy, Acting County Administrator

Witness

Date: _____

Approved as to form and legal
sufficiency

By/Title: _____

Date: _____

WINTERFEST OF PENSACOLA, INC.

Corporate Secretary

By: _____
Denise Daughtry, President

Date: _____

(SEAL)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Special BCC Meeting

12.

Meeting Date: 11/19/2018

Issue: 2019 Holiday Calendar

From: Amy Lovoy, Assistant County Administrator

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Approval and Adoption of the 2019 Holiday Calendar - Amy Lovoy, Acting County Administrator

That the Board approve and adopt the 2019 Holiday Calendar, which includes one floating holiday that each employee can use as they desire.

BACKGROUND:

Each year, the annual holiday calendar is approved by the Board.

BUDGETARY IMPACT:

Any additional costs associated with this holiday calendar will be supported by the departmental budgets.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the BCC Human Resources Policies and Procedures, Section 4.4, subject to the approval of the County Administrator, one holiday may be exchanged for another provided the total number of holidays is kept equitable among all employees.

IMPLEMENTATION/COORDINATION:

Upon Board approval, it's up to each employee to use the floating holiday between January 1, 2019 and December 31, 2019.

Attachments

BCC 2019 Holiday Calendar



BCC 2019 HOLIDAY CALENDAR

New Year's Day	Tuesday, January 1, 2019
Martin Luther King, Jr. Day	Monday, January 21, 2019
Presidents' Day	Monday, February 18, 2019
Good Friday	Friday, April 19, 2019
Memorial Day	Monday, May 27, 2019
Independence Day	Thursday, July 4, 2019
Labor Day	Monday, September 2, 2019
Veterans Day	Monday, November 11, 2019
Thanksgiving	Thursday, November 28, 2019 Friday, November 29, 2019
Christmas	Tuesday, December 24, 2019 Wednesday, December 25, 2019
Floating Holiday	* Discretionary leave to be used by the employee between 01/01/19-12/31/19 with their supervisor's approval.
New Year's Day	Wednesday, January 1, 2020
Martin Luther King, Jr. Day	Monday, January 20, 2020

In accordance with the BCC Human Resources Policies and Procedures, Section 4.4, subject to the approval of the County Administrator, one holiday may be exchanged for another provided the total number of holidays is kept equitable among all employees.

www.myscambia.com/events



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Special BCC Meeting

13.

Meeting Date: 11/19/2018

Issue: OLF8 Master Plan Request for Proposals

From: Horace Jones, Director

Organization: Development Services

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the OLF8 Master Plan Request for Proposals - Horace Jones, Development Services Department Director

That the Board discuss the OLF8 Master Plan Request for Proposals.

BACKGROUND:

Direction was given at the November 8, 2018, Committee of the Whole Meeting, to add this item to the November 19, 2018, Special BCC Meeting Agenda.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Combined Document D1, Beulah Coalition and Staff
Navy Federal Offer



Request for Proposals OLF8 Master Plan

1. PURPOSE

Escambia County is seeking a qualified firm to create a master plan for a 640-acre parcel called Outlying Landing Field 8 (OLF8) in the Pensacola suburb of Beulah. Expertise in Florida land use planning, Geographic Information Systems, economic analysis, planning for commercial as well as housing development and public participation is required. The master planner will determine and balance the highest and best economic use for the property with uses that enhance the quality of life for those who live or work in Beulah, while maximizing the creation of jobs with wages higher than the Escambia County median. All uses compatible with the surrounding community are to be considered including the potential for public uses (School, Post Office, Fire Station). Additionally, the planner shall fully consider the BCC's pre-application to Triumph Gulf Coast whereby the county may win a significant monetary award approaching \$30 Million dollars if the goal of creating a minimum of 1,000 good-paying jobs is achieved utilizing this property. (Escambia's pre-application can be accessed here <https://www.myfloridatriumph.com/proposal-details/404/>)

The master plan should: establish a vision for OLF 8; provide ample opportunities for stakeholder engagement; analyze the commercial and residential markets and identify needs and opportunities; complete a site-specific development opportunity analysis; recommend and prioritize strategies and projects for place-making and public spaces; provide initial wayfinding signage recommendations; recommend strategies for addressing parking needs; and provide a plan for implementing recommendations.



Map of OLF 8 (grey square) with the Navy Federal Credit Union (lavender parcel east of OLF8)

2. GENERAL INFORMATION

Location - OLF8 is an approximately 640-acre parcel in the Beulah community of Escambia County, Fla., 15 miles northwest of downtown Pensacola. About 425 acres are cleared uplands and the rest is wetlands, forest and lowlands. OLF8 fronts Nine Mile Road (Alt-Highway 90) to the South and Frank Reeder Road to the North. The parcel is adjacent to the Beulah campus of Navy Federal Credit Union (NFCU), which is anticipated to employ over 10,000 people by 2022. Escambia County pursued acquisition of OLF 8 to enhance economic development opportunities for the region.

Parcel ownership - The U.S. Department of the Navy currently owns OLF 8 and uses it as a Navy helicopter training field. Escambia County and the U.S. Department of the Navy have executed a Land Exchange Agreement (LEA) to transfer title to the property to Escambia County. Title transfer is expected to occur by January, 2019.

Negotiations with Navy Federal Credit Union - Escambia County has entered negotiations with NFCU to sell the eastern-most 100 acres of the OLF8 property to them at market price subject to NFCU's commitment to a mutually agreed upon number of jobs to be added to their existing campus. Navy Federal Credit Union has presented a concept design that includes preservation of the wetlands, parking to support their existing operations and recreation facilities (pavilions, multi-purpose fields, walking trails and storm water ponds). Navy Federal has agreed that upon reasonable conditions, the recreation facilities will be available for use by the public.

Mid-West Sector Plan – North of Interstate 10, west of Highway 29 and south of Highway 196, there is a 15,000-acre Sector Plan with a large swath of land set aside for commerce just north of OLF 8 in Cantonment. The “Regional Employment” area on the sector plan map is between I-10 and Muscogee Road. (Insert link to the Mid-West Sector Plan DSAP that works here – the one online did not open that is on this county page: <https://myescambia.com/our-services/development-services/planning-zoning/optional-sector-plan>)

Changing Conditions in Beulah - Escambia County pursued the acquisition of OLF8 in 2013 with the intent to enhance economic development opportunities for the region. Since that process was initiated, conditions near OLF 8 have changed. Navy Federal Credit Union's growth along with 7,000 residences being built, approved or under development since 2010 has degraded the capacity of Nine Mile Road. FDOT is currently improving 9-Mile road to make this a four-lane roadway, and this project is expected to be completed in 2019. Brantley & Associates completed a property appraisal of OLF 8 in 2016 that estimated the population within five miles of OLF 8 will grow to 32,993 by 2020, with a median household income of \$63,471. The median home value within a five-mile radius of OLF 8 was projected to be \$209,814 by 2021.

Beulah Community Assets and Goals - Beulah has natural assets like the Perdido River, an outstanding Florida waterway, with a new park and boat ramp, and the Perdido River Wildlife Management Area with hiking trails, a small park and canoe launch. From Nine Mile Road across OLF 8, there are views of sunsets over the open field, undulating sweeps of trees on the eastern and western edges and wetlands along the road. There are horses, donkeys, goats, chickens and remnants of agriculture like pecan orchards and home gardens. On Nine Mile Road, a new middle school opened this fall. Other assets include a Dollar General, two gas stations, a veterinarian, a small used car lot, a garden center and a recreational vehicle park. On Mobile Highway, there is a small community park with a playground and a dog park, a large equestrian center with a covered show ring and stables, and a small, older senior center is nearby.

Community goals and topics under discussion include alleviating traffic, greater street connectivity, a second elementary school, a local high school or smaller magnet high school, replacing the dilapidated fire station with no shower, a police substation, a library, a post office, a community center, a multi-purpose government building that combines many uses, an outdoor concert venue, walking trails and sidewalks and a medical clinic.

Transportation – As previously mentioned, Nine Mile Road is widening from two lanes to four lanes and efforts are underway to eventually add a new Beulah interchange on Interstate 10. Widening Beulah Road is also planned, as well as a likely traffic light at the intersection of Frank Reeder Road and Beulah Road in the future. The Florida Department of Transportation is also studying ways to improve traffic flow along Nine Mile Road from Foxtail Loop to I-10 Exit 5 section of roadway in front of Navy Federal Credit Union, Nature Trail residential neighborhood and multiple commercial developments that are under permitting and construction. Throughout the area, subdivisions with hundreds of homes have been approved or built that are exacerbating traffic congestion - with one or two exits dumping cars onto Frank Reeder Road, Beulah Road, Nine Mile Road and Mobile Highway. Within walking distance of NFCU's campus on 9-Mile Road, there are currently more than 2,000 apartments, condominiums, and single-family residences approved or currently under construction.

3. GRANT REQUIREMENTS

The 2010 Deepwater Horizon oil spill led to passage of the RESTORE Act in 2012. The Act dedicates 80 percent of all Clean Water Act penalties related to the spill to the Gulf Coast Restoration Trust Fund. The Escambia County Board of County Commissioners selected the OLF8 Master Plan as one of ten initial projects to fund with Escambia County's RESTORE Direct Component (Pot 1) allocation.

The OLF8 Master Plan shall be consistent with Escambia County's RESTORE Direct Component Multi-Year Implementation Plan (MYIP), [treasury grant application \(awaiting approval\)](#). The plan shall be compliant with the RESTORE Act and all applicable rules and laws. For more information on Escambia County's Direct Component projects please visit <https://myescambia.com/our-services/natural-resources-management/restore/multi-year-implementation-plan>

Valuable public comments were provided as part of the application process and the net result was that the MYIP states on page 74 that although the initial concept for developing OLF 8 was a traditional commerce park, all options are available.

4. SCOPE OF SERVICES

The Master Plan will balance the highest and best economic use of the OLF 8 property with the needs of the County, region, and the Beulah community in creating a plan for a sustainable and resilient development with a plan for implementation. The master plan will be based on an Existing Conditions Analysis, Technical Analysis, and on Stakeholder Engagement and Community Participation. The Existing Conditions Analysis will analyze historic and current site attributes, the character of the community and the site's connectivity and compatibility with the surrounding community. The Technical Analysis will weigh the listed considerations in determining the arrangement, use, and form of the site. Specifically, the Economic Impact Analysis will analyze supportable industries based on market demand and economic sustainability, and the Natural Assets Analysis will look at existing natural amenities that can be preserved and integrated into the design. Stakeholder Engagement and Community Participation will be key to the Master Plan; Interactive public stakeholder meetings will be held throughout the master planning process.

All data and mapping for the site and surrounding area shall be delivered in a Geographic Information System (GIS) compatible format such as a shapefile or a file geodatabase format in an ARCMAP 10.1 or higher version. Escambia County will provide base data to firms interested in submitting a proposal. It is expected that the submittals for this project provide maps and data in said format, which will demonstrate that the interested firm or firms has the GIS capabilities to deliver the desired data.

Master Plan Tasks

The Master Plan shall include at least the following tasks:

1. Existing Conditions Analysis

- a. Project Site & Context
- b. History, Culture and Character of the region, county, and community
- c. Regional Context/Impacts (Development of Regional Impact)
- d. Site Conditions and proposed offsite projects in the subject area
- e. Constraints & Opportunities

2. Technical Analysis

- a. Environmental Analysis
- b. Land Use – preserving natural assets like wetlands and forests recreational open space, walking/hiking trails, landscaping with trees and native vegetation
- c. Economic Impact Analysis – quantitative and qualitative information including economic trends, need for economic incentives, employment forecasting and uses; property and retail tax analysis using 3-D fiscal analysis
- d. Beulah Community Needs – for public facilities, retail, housing, professional services and others as identified; housing densities, zones and codes
- e. Infrastructure Analysis
- f. Transportation Analysis – Review of all existing roads and streets along with their level of service; review current transportation plans and maps; review capital improvements that are associated with the project area; review all existing transportation studies and models and analyze parking needs; circulation within OLF 8 and pedestrian accessibility
- g. Architectural Standards and Design Considerations Plan

3. Stakeholder Engagement and Community Participation

The firm must develop a Stakeholder Engagement and Community Participation Plan that actively and fully engages the citizens and stakeholders in the preparation of the master plan. They are also to be included as the Land Development Code regulations and architectural standards in support of the master plan are created and implemented. It is expected that the firm will utilize a charrette process and/or any other similar smart planning citizen engagement process. It is essential that all residents, stakeholders, government, and non-governmental entities, including the Northwest District One Advisory Committee, have adequate opportunity to comment on the Plan and that those comments be well documented. It is equally important that due consideration be given to those comments.

4. Master Plan and Implementation Plan

The firm should utilize information obtained from Tasks 1 through 3 for the preparation of the Master Plan. The Master Plan should determine the highest and best economic use of the OLF8 property as well as the best uses that are in the public interest of stakeholders like Regional, County, and nearby Beulah residents and those who work there, while maximizing economic impact through job creation.

The firm should strive to balance the desires of the stakeholders with the results of the Economic Impact Analysis. The firm should prepare an actionable Implementation Plan, including supplemental architectural and developmental standards for the Master Plan area.

Deliverables - Key deliverables include, but are not limited to (electronic and hard copies):

- Project Schedule
- Existing Conditions Analysis Report
- Technical Analysis Report
- Economic Impact Report
- GIS Data and analysis results which will allow county staff to continue future analyses and maintenance for tracking and maintaining the OLF8 facility as it evolves
- Stakeholder Engagement & Community Participation Plan
- Draft Master Plan & Implementation Plan, including supplemental architectural and developmental standards for the Master Plan area. These recommended standards shall be in a format consistent for inclusion in the Land Development Code.
- Final Master Plan & Implementation Plan, including supplemental architectural and developmental standards for the Master Plan area. These recommended standards shall be in a format consistent for inclusion in the Land Development Code.

PROJECT APPROACH

Firm should demonstrate with RFP submittal a conceptual approach for developing the OLF8 Master Plan. The conceptual approach should consider the following factors:

1. Strategy for addressing Plan Objectives.
2. Approach to conducting the Existing Conditions Analysis and Technical Analysis.
3. Approach to conducting the Economic Impact Analysis.
4. Demonstration of innovative methods for soliciting, assessing and using community input, comments and suggestions during project development and for working with diverse stakeholders to achieve Plan Objectives.
5. Demonstration of successfully implementing other similar master plans.
6. Strategy for implementing the OLF8 Master Plan.

Funding Availability:

Funding is available in Fund 118, Gulf Coast Restoration Fund, Cost Center XXXXXX.

Project Timeline:

Project should be substantially completed by January 2020.

Anticipated Disciplines (Function Codes SF 330):

<u>Primary Disciplines</u>	<u>GSA Code</u>	<u>Description</u>
	12	Civil Engineer
	20	Economist
	29	Geographic Information System Specialist
	47	Planner: Urban/Regional

<u>Secondary Disciplines</u>	06	Architect
	18	Cost Engineer/Estimator
	23	Environmental Engineer
	38	Land Surveyor
	39	Landscape Architect
	48	Project Manager
	60	Transportation Engineer

<u>Primary Experience</u>	<u>GSA Code</u>	<u>Description</u>
	P05	Planning (Community, Regional, Areawide, and State)
	P06	Planning (Site, Installation, and Project)

<u>Secondary Experience</u>	C08	Codes; Standards; Ordinances
	C10	Commercial Building; Shopping Centers
	C18	Cost Estimating; Cost Engineering and Analysis
	E09	Environmental Impact Studies, Assessments
	E11	Environmental Planning
	G04	Geographic Information System Services
	H07	Highways; Streets
	L02	Land Surveying
	L03	Landscape Architecture
	O01	Office Buildings; Industrial Parks
	P100	Deliverables for Government Facilities https://www.gsa.gov/cdnstatic/GSA_GIS_Standards.pdf
	R04	Recreational Facilities
	S11	Sustainable Design
	S13	Stormwater Handling & Facilities
	Z01	Zoning; Land Use Studies

Evaluations and Selection:

Escambia County shall follow the procedures outlined in the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The Selection committee shall consider the following factors:

County Staff – Shortlisting Committee Criteria

	<u>Points</u>
1. <u>Project Approach:</u> Firm should demonstrate a clear understanding of the project goals and objectives. In their submission, firm should respond thoroughly to the items requested in Section 5, Project Approach.	10
2. <u>Regional and Site Context:</u> Firm should demonstrate a clear understanding of the regional and site context and significance of the project on the surrounding community.	10
3. <u>Past Record and Performance of the Team:</u> Firm should document past record and performance of the project team. Firm should document successfully implemented similar scale master plans including economic analysis. Consultant evaluation records should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Escambia County should not be considered a prerequisite for selection. A positive record of performance may also be demonstrated within the	8

firm's submittal.

4. **Experience and Technical Expertise of the Team:** Firm should document background experience of the project team. Team experience should specifically address master planning and economic analysis and any other experience the firm identifies as relevant to the project. Experience of the firm shall be considered with respect to the project-specific GSA codes identified above. Firm should document technical expertise of the team. Firm should address the following five subtasks found in Section 4.2 of the Act. 19
 - a) Environmental Analysis (3 points)
 - b) Transportation Analysis (3 points)
 - c) Infrastructure Analysis (3 points)
 - d) Economic Impact Analysis (5 points)
 - e) Master Plan Considerations (5 points)
5. **Ability to Meet Project Schedule and Be Readily Accessible:** Project schedule is determined by terms and conditions of the grant agreement. Firm should demonstrate their understanding and need for flexibility to meet the project and grant schedule. Project team members should be readily accessible to avoid unnecessary delays. Firm should demonstrate how their team will be readily accessible to the county. 3

Board of County Commissioners – Selection Committee Criteria

1. Strategy for addressing Plan Objectives 15
2. Approach to conducting the Existing Conditions Analysis and Technical Analysis 15
3. Approach to conducting the Economic Impact Analysis 20
4. Demonstration of innovative methods for soliciting, assessing, and using community input, comments, and suggestions during project development and for working with diverse stakeholders to achieve Plan Objectives 20
5. Demonstration of successfully implementing other similar master plans. 15
6. Strategy for implementing the OLF 8 Master Plan. 15

Award(s) resulting from this solicitation shall be subject to provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.



ARMY
MARINE CORPS
NAVY
AIR FORCE
COAST GUARD
VETERANS

October 23, 2018

Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32502

RE: OLF-8

Honorable Commissioners:

Thank you for your support and vote to begin negotiations on the sale of 100 acres of Outlying Field 8 (OLF8) property to Navy Federal. Purchasing this property will enable Navy Federal to complete the current expansion of our Heritage Oaks campus in Beulah by adding additional parking and a recreation area. Also, this will enable us to create 300 new jobs on our existing campus.

In addition to our proposed purchase of 100 acres for campus expansion and additional job creation, Navy Federal has a vested interest in the development of the remaining OLF8 property adjacent to our Heritage Oaks campus in Beulah. Once our campus expansion is completed, we will have created over 10,000 jobs, made a capital investment of more than \$1.2 billion, sustained an annual payroll over \$500 million and created an overall economic impact of \$5.2 billion in this community. We have already produced 7,000 well-paying jobs and careers for local residents.

The strong Pensacola talent pool and quality of life were major factors in our decision to expand our operations in Escambia County, and we continue to recruit and hire the best talent from across the region and beyond to join us. To ensure our continued growth, we must be proactive and do our part to help Beulah and Escambia County develop in a manner that benefits those who live and work here.

Navy Federal has been engaging with members of the Beulah community for over 15 years. During our time working and serving alongside our neighbors, we have learned that our credit union and many in Beulah share a vision for an OLF8 development that not only creates new, high paying jobs, but complements a growing community where people want to live, work, and play. Navy Federal believes that a master planning process that incorporates a collective effort from the Beulah community and Escambia County is the best way to ensure success for the future development of OLF8.

Towards this objective and for our mutual benefit, I offer a separate, non-binding proposal to the Escambia County Board of County Commissioners in that Navy Federal is willing to select, engage and

pay for a master planner for OLF8. We estimate this cost will be approximately \$1.5 million - \$2 million. As you know, Navy Federal has extensive experience in master planning world class properties, including our campus in Beulah. If this is agreed to, Navy Federal will ensure the master planning process is a collective effort and incorporate input from the community and County. Once completed, the final proposed master plan would be subject to review and approval by the Board of County Commissioners. Navy Federal is also willing to purchase the remaining portions of the OLF8 property at the market price to facilitate and ensure that the development of the OLF8 property is consistent with the master plan described above.

We recognize this letter does not contain a description of every term that the parties may agree to as it is our intention to provide the framework for further discussions. Please note that none of the terms we have proposed are binding on either party, and any final agreement between Navy Federal and the Board would have to be in writing, approved by each party, and executed by appropriate officials or officers.

In closing, Navy Federal views the nature of our non-binding proposal as a “win” for Escambia County and the Beulah community. If we agree upon final terms, we believe that there may be other ancillary benefits to each party including that (i) the County may be able to direct RESTORE funds currently appropriated for the master plan to other worthy projects, and (ii) the County may have additional funds to use for other priority County projects. We believe a mutually-agreeable plan as described here will also signal that Escambia County is willing to work together with the Beulah community to create good jobs and attract the amenities needed to support comprehensive economic development for generations to come.

Respectfully,

A handwritten signature in cursive script, appearing to read "Debbie Calder".

Debbie Calder

Executive Vice President, Greater Pensacola Operations
Navy Federal Credit Union



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Special BCC Meeting

14.

Meeting Date: 11/19/2018

Issue: Escambia County Legislature Requests - 2019

From: Joy Jones, Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Escambia County Legislature Requests - 2019 - Joy Jones, P.E., Public Works Department Director

That the Board discuss and prioritize the Escambia County Legislature Requests for 2019 and direct County staff to prepare and submit the House and Senate Appropriation Request Forms.

BACKGROUND:

During the November 8, 2018, Committee of the Whole meeting, the Commissioners directed staff to bring this item to the November 19, 2018, special BCC meeting to discuss/prioritize the requests and to direct staff which projects to forward to the Legislature.

Each year, the Legislature requests that local agencies submit House and Senate appropriation requests for their consideration. They are typically looking for three requests from each local agency. The Legislature prefers to fund construction projects, although, in the past, design projects have also been funded. The deadline to submit Legislature Requests is January 25, 2019. Upon BCC direction, staff will prepare the House and Senate Appropriations Request Forms and submit accordingly.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon BCC direction, staff will prepare the House and Senate Appropriations Request Forms and submit accordingly.

Attachments

Presentation

PEDC Current

PEDC Proposed

PEDC Comparison

BCC Mins - Estuary

Location Maps



Escambia County Legislature Requests – 2019

BOARD OF COUNTY COMMISSIONERS

**Board Chambers
Suite 100
Ernie Lee Magaha Government Building - First Floor
221 Palafox Place**

**November 19, 2018
9:00 a.m.**



Legislature Requests

- Recent discussions with County Lobbyist, Richard Gentry, have been that the State Legislature is looking for projects that will have “regional impacts” (economic development, congestion relief, environmental, freight, hurricane evacuations, etc.)
- State Legislature is looking for 3 requests per local agency
- Upon direction from the Board, Staff will prepare the House and Senate Appropriations Request Forms and submit accordingly



Recommended Legislature Requests

- Pine Forest Road 4-Laning (I-10 to Nine Mile Road)
- West Cervantes Street / Mobile Highway Corridor Safety Improvements
- Muscogee Road Widening and Drainage Project
- Beulah / I-10 Interchange / US29 Connector Project
- Estuary Program – Pensacola/Perdido, Choctawhatchee, and St. Andrew's (Prior BCC Direction to include)
- Bob Sikes Fishing Pier Rehabilitation & Pensacola Beach Blvd. Access Road Project
- Klondike Road / Wilde Lake Blvd. Widening Project
- Funding through Transportation Planning Organization (TPO) towards Pedestrian/Bicycle Projects (over the current 300k)



Board Direction

- Select projects for submittal

Board Discussion

- PEDC (Alison Rogers)
- Teen Court - Statute Language Modification (Amy Lovoy)

CHAPTER 80-579¹

House Bill No. 1484

An act relating to the City of Pensacola and Escambia County; amending chapter 67-1365, Laws of Florida, as amended; providing for a change in the membership structure of the Pensacola-Escambia Promotion and Development Commission; eliminating all standing or advisory committees related thereto; providing for a single executive director; providing for a minimum appropriation from both the city of Pensacola and the County of Escambia; providing authority to sponsor, develop, operate and maintain activities and developments relating to the Industry tourism and commerce; and providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Chapter 67-1365, Laws of Florida, as amended, is amended to read as follows:

Section 1. Short Title. This act may be cited as the "Pensacola-Escambia County Promotion and Development Commission Act."

Section 2. Definitions. When used in this act the following words and terms, unless a different meaning appears clearly from the context, shall have the following meanings:

(1) "Commission" shall mean the Pensacola-Escambia Promotion and Development Commission created by this act.

(2) "Promotion" shall be deemed to mean the promotion of the advantages of Escambia County and all municipalities therein, (including that portion of Santa Rosa island under the jurisdiction of the Santa Rosa island Authority), and the promotion and development of industrial, tourist, and commercial attributes and facilities of said area including the promotion of conventions, convention facilities and visitors to said area and also encompassing the dissemination of information with reference to the foregoing through the media of advertising, personal contact and such other activities as are deemed customary to the sound development and promotion of an area.

(3) "Appointing Authority" shall be deemed to mean that body whose duty it is to appoint specific members of the Commission.

(4) "Development" shall be deemed to mean the Improvement of the County of Escambia and all municipalities therein (including that portion of Santa Rosa island under the jurisdiction of the Santa Rosa Island Authority) through the increase of employment opportunities, enhancement of the economic environment, expansion of the tax base, enticement of industry and other business to the area, and acquisition, lease and construction of facilities within the subject area.

Section 3. For the purpose of performing such acts as shall be necessary for the sound Promotion and Development (as those terms have heretofore been defined) of Escambia County, there is created a body corporate and politic to be known as the Pensacola-Escambia County Promotion and Development Commission, which shall be deemed to be a

¹ As amended, as described in footnotes herein.

public corporation by that name, and which body may contract and be contracted with and sue and be sued in all courts of law and equity.

Section 4². The Commission shall be composed of nine (9) members each of whom shall be a freeholder and a qualified elector of Escambia County. The Commission shall consist of the following:

(1) Two members shall be Commissioners of Escambia County who shall be appointed by the Board of County Commissioners of Escambia County. Two members shall be Councilmen of the City of Pensacola who shall be appointed by the City Council of the City of Pensacola. One member shall be a member of the Town Council of the Town of Century and shall be appointed to serve on the Commission by the Council of the Town of Century. One member shall be the president of the Pensacola Area Chamber of Commerce. One member, to be appointed by the president of the Pensacola Area Chamber of Commerce, shall be the chairman of the Committee of 100 or the chairman of the Tourist Advisory Council. One member at large shall be appointed by the Board of County Commissioners of Escambia County. One member at large shall be appointed by the City Council of the City of Pensacola.

(2) The term of office of each of the members, excepting those holding specific offices, shall be for a term of 2 years; except initial appointments for one member of the Board of County Commissioners and one member of the Pensacola City Council shall be for 1 year.

Section 5. The Commission shall elect from Its membership at its organizational meeting, and annually thereafter, a Chairman, Vice-Chairman, and Secretary-Treasurer.

Section 6. Quorum; transaction of business. Any five (5) members of the Commission shall constitute a quorum for the transaction of the ordinary business of the Commission. No business shall be transacted except at regularly and specially called meetings and when duly recorded in the Minutes thereof.

Section 7. Members of the Commission shall serve without compensation from the Commission, but may be reimbursed for travel expenses incurred in the performance of their duties as members of the Commission, from budgeted funds.

Section 8. Authority of County and Cities to contract. Escambia County acting through its Board of County Commissioners and all incorporated cities in Escambia County are expressly authorized to enter into contracts with the Commission as a public corporation and any and all contributions made by said political bodies to the Commission are hereby authorized and found to be a proper, county and/or city purpose, respectively.

Section 9. Powers and duties. The Pensacola-Escambia County Promotion and Development Commission shall have the following powers:

- (1) To have a seal and alter the same at its pleasure.
- (2) To acquire, hold and dispose of personal and real property held for its corporate purposes.

² Section 4 amended and restated by Chapter 86-449, Laws of Florida; further amended and restated by Chapter 89-443, Laws of Florida; and last amended and restated by Chapter 89-481, Laws of Florida.

(3) To sue and be sued, implead and be impleaded, complain and defend in all courts of law and equity; to retain counsel and set their compensation.

(4) To enter into contracts with the County of Escambia and all incorporated cities within Escambia County, together with the right to enter into contracts with private concerns, both individuals and organizations, so that said private concerns may carry out any and all functions for the Commission as an agent thereof; provided, however, that no function of the Commission may be delegated by contract or otherwise to any agency unless it is determined by the Commission that such function can be more efficiently carried out by the agency to which the function is to be delegated.

(5) To appoint and fix the compensation of an executive director who shall be responsible to the Commission for the proper administration of all affairs placed in his or her charge which shall include (among other things) the appointment, supervision and direction of all employees and agents of the Commission. The Commission shall generally set forth the qualifications necessary for any employee and shall fix the salary ranges of all such employees. The Commission is further authorized to establish and maintain a suitable office at such place as it shall select in Escambia County.

(6) To borrow money for any of its corporate purposes and to execute notes, mortgages, deeds to secure debts, trust deeds and such other instruments as may be necessary or convenient to evidence and secure such borrowing, subject to Section 10, below; and to make contracts and execute all instruments necessary or convenient.

(7) To exercise any power granted by the State of Florida to public or private corporations performing similar functions which is not in conflict with the Constitution and Laws of the state of Florida.

(8) To adopt, alter or repeal its own by-laws, rules and regulations governing the manner in which its business may be transacted, and in which the power granted to it may be enjoyed, as the Commission may deem necessary or expedient in facilitation of its business.

(9) To possess and perform such powers and duties from time to time which may be authorized by the Legislature.

(10) To do all things necessary or convenient to carry out the powers expressly conferred by this act.

(11)³ To acquire real or personal property by purchase, lease or lease-purchase; to sell and/or lease any or all portions of any such property; to develop, construct, maintain, improve, enlarge, raze, relocate, operate and manage such property and all facilities and improvements appurtenant thereto; to adopt covenants and restrictions governing use of such property; and to pay any lawful expenses or charges incurred and to employ or enter into contracts with such persons as may be needed in acquiring, developing, constructing, maintaining, improving, enlarging, razing, relocating, operating and managing such property; to finance the acquisition and development of such property, including the mortgaging of such property which is not owned by Escambia County or any incorporated municipalities located therein. "Property" shall be construed to include all properties deemed in the discretion of the commission to be necessary to fulfill the purposes of this act and shall include, without

³ Section 9 subsection (11) amended and restated by Chapter 85-487, Laws of Florida; further amended and restated by Chapter 86-459, Laws of Florida.

limitation of other properties, industrial parks, tourist facilities, and civic centers which may include arenas, exhibition halls, convention facilities, offices, shops, lodging facilities, restaurants, and any other facilities related thereto.

(12) To issue and sell revenue certificates or revenue bonds as hereinafter provided, or in any manner permitted by law and not inconsistent with the provisions hereof, for the financing of capital projects beneficial to the promotion and development responsibilities of the Commission, and to take all steps necessary for efficient preparations and marketing of the certificates or bonds at public or private sale at the best price obtainable, including the entry into agreements with corporate trustees, underwriters and the holders of certificates, and the employment and payment, as a necessary expense of issuance, for the service of consultants on valuations, costs and feasibility of undertaking? revenues to be anticipated and other financial matters, architecture, engineering, legal matters, accounting matters and any other fields in which expert advice may be needed to effectuate advantageous issuance and marketing.

(13) To fix, regulate and collect rents, fees, rates and charges for facilities or projects or any parts thereof or services furnished by it or under its control and to pledge the revenue to the payment of revenue certificates or revenue bonds issued by it.

(14) To qualify as an Industrial Development Authority for Escambia County if the Board of County Commissioners of Escambia County declares that there is a need for such an authority to function in Escambia County, and if the Board of County Commission designates the Commission to serve as such authority, and to exercise all powers granted to such authorities in Section 159.44 through 159.53, Florida Statutes, as such law may be amended from time to time.

(15) To qualify as a Research and Development Authority for Escambia County if the Board of County Commissioners of Escambia County declares that there exists a need for the development and financing of a research and development park. If the Board of County Commissioners of Escambia County declares that such a need exists and designates the Commission to act as the Research and Development Authority for Escambia County, the Commission may apply to the Florida Research and Development Commission pursuant to Section 159.704, Florida Statutes. If so designated, the Commission shall have all powers granted to such authorities in Section 159.705, Florida Statutes, as such law may be amended from time to time.

Section 10. Provisions governing issuance of certificates and bonds. Issuance of revenue certificates or revenue bonds by the Commission shall be governed by the following general provisions:

(1) Revenue certificates or revenue bonds for purposes hereof are limited to obligations that are secured solely by pledge of revenues produced by the facility or facilities for the benefit of which the certificates or bonds are issued and the sale proceeds used, that do not constitute a lien or encumbrance, legal or equitable, on any real property of the Commission or on any of its personal property other than the revenues pledged to secure payment of the certificates or bonds. Provided, however, the Commission may secure its revenue certificates or revenue bonds by pledging revenues derived from the levy and collection of a tourist development tax pursuant to Section 125.0104, Florida Statutes, provided that the Board of County Commissioners of Escambia County first levies the tax and by resolution authorizes the Commission to pledge any portion or all of the revenues derived from the collection thereof.

(2) The Commission shall not be empowered or authorized to create a debt against the State, Escambia County or any of the incorporated municipalities of said County. Except as provided in the last sentence of subsection (1) above, neither the State, Escambia County or any of the incorporated municipalities of said County shall be obligated directly or indirectly to make any payments on or appropriate any funds for certificates or bonds issued by the Commission. Any evidence of indebtedness issued by the Commission shall state on its face that the certificate or bonds does not directly or indirectly pledge the full faith and credit of the State, Escambia County or any of the incorporated municipalities of said County, and that the Commission is not an agency of Escambia County or of any of the incorporated municipalities of said County.

(3) Before issuing any revenue certificates or revenue bonds the Commission shall as to each issue:

(a) Prepare or procure from a reputable source detailed estimates of the total cost of the undertaking for which the certificates or bonds are contemplated and of the annual revenues to be obtained therefrom and pledged as security for payment of the certificates or bonds;

(b) Determine that the anticipated net proceeds from the sale, together with any other funds available and intended for the purposes of issue, will be sufficient to cover all costs of the undertaking and of preparing and marketing the issues connected therewith;

(c) Determine that the annual revenues anticipated from the undertaking will be sufficient to pay the estimated annual cost of maintaining, repairing, operating and replacing, to any necessary extent, not only the undertaking but also the punctual payment of the principal of, and interest on, the contemplated certificates or bonds; and

(d) Specify those determinations in and include the supporting estimates as parts of the resolution providing for the issue.

(4) The Commission may, as to any issue of revenue certificates or revenue bonds engage the services of a corporate trustee for the issue and may treat any or all cost of carrying out the trust agreement as part of the operating costs of the undertaking for which the certificates or bonds are issued.

(5) The Commission shall from time to time establish such rentals, rates and charges, or shall by agreement maintain such control thereof, as to meet punctually all payments on the undertaking and its maintenance and repair including reserves therefor and for depreciation and replacement.

(6) Revenue certificates or revenue bonds may be issued for the purpose of funding, refunding or both.

(7) All revenue certificates or revenue bonds issued pursuant hereto shall be negotiable instruments for all purposes.

Section 11. Audit. The books and records of the Commission shall be audited at least annually, at the expense of the Commission, by a competent auditor. Any agency performing functions on behalf of the Commission, and receiving public funds, shall furnish to the Commission an accounting of all funds so expended. The Commission shall furnish copies of said audit to the Board of County Commissioners of Escambia County, the City Council of

the City of Pensacola and any other groups contributing substantial sums to the operations of the Commission.

Section 12. Construction. This act, being for the purpose of developing and promoting the public good and welfare of Escambia County and the incorporated cities thereof, shall be liberally construed to effect the purpose thereof.

Section 13.⁴ (1) All funding shall be provided for by Interlocal Agreement. All such funds so expended by the governmental bodies are hereby authorized as a lawful expenditure. The Commission shall prepare and submit a budget covering its operation and maintenance for the fiscal year to all parties providing funds through the Interlocal Agreement.

(2) The intent of this act is to establish a private-public partnership and united effort for economic development in Escambia County. To accomplish this goal, the private sector is urged to voluntarily collect and pay over to the Commission a reasonable amount each fiscal year for the operation and maintenance of the Commission.

Section 14. The provisions of this act shall be severable, and if any of the provisions hereof shall be held to be unconstitutional or invalid, such determination shall not affect the constitutionality or validity of any of the remaining provisions of this Act.

Section 2. This act shall take effect upon becoming a law.

⁴ Section 13 Amended and restated by Chapter 83-501, Laws of Florida; further amended and restated by Chapter 86-488, Laws of Florida; further amended and restated by Chapter 89-443, Laws of Florida; further amended and restated by Chapter 89-481, Laws of Florida.

Senate Bill No. _____

An act relating to the City of Pensacola and Escambia County; amending chapter 67-1365, Laws of Florida, as amended; providing for a change in the membership structure of the Pensacola-Escambia Promotion and Development Commission; providing for a single executive director; providing for ongoing funding from both the City of Pensacola and the County of Escambia; providing authority to sponsor, develop, operate and maintain activities and developments relating to economic development, job creation, workforce development, industry and commerce; and providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

I. Chapter 67-1365, Laws of Florida, as amended and as restated in its entirety by Chapter 80-579, Laws of Florida, and as further amended, is hereby amended and restated in its entirety to read as follows:

Section 1. Short Title. This Act may be cited as the "Pensacola-Escambia Promotion and Development Commission Act."

Section 2. Definitions. When used in this Act the following words and terms, unless a different meaning appears clearly from the context, shall have the following meanings:

(1) "Commission" shall mean the Pensacola-Escambia Promotion and Development Commission created by this Act.

(2) "Promotion" shall be deemed to mean the promotion of the advantages of Escambia County and all municipalities therein (including that portion of Santa Rosa Island under the jurisdiction of the Santa Rosa Island Authority or its successor), and the promotion and development of industrial and commercial attributes and facilities of the area including the promotion of conventions, convention facilities and visitors to the area and also encompassing the dissemination of information with reference to the foregoing through the media of advertising, personal contact and such other activities as are deemed customary to the sound development and promotion of an area.

(3) "Appointing Authority" shall be deemed to mean that body whose duty it is to appoint specific members of the Commission.

(4) "Development" shall be deemed to mean the improvement of Escambia County and all municipalities therein (including that portion of Santa Rosa island under the jurisdiction of the Santa Rosa Island Authority or its successor) through economic development, job creation, workforce development, enhancement of the economic environment, expansion of the tax base, enticement of industry and other business to the area, and acquisition, lease and construction of facilities for such purposes within the area.

Section 3. For the purpose of performing such acts as shall be necessary for the sound Promotion and Development (as defined hereinabove) of Escambia County, there is created a body corporate and politic to be known as the Pensacola-Escambia Promotion and Development Commission, which shall be deemed to be a public corporation by that name, and which body may contract and be contracted with and sue and be sued in all courts of law and equity.

Section 4. The Commission shall be composed of nine (9) members, each of whom shall be either i) a freeholder of property located in Escambia County, ii) a qualified elector of

Escambia County, or iii) the principal of a business located in Escambia County. The Commission shall consist of the following:

(1) Two (2) members shall be Commissioners of Escambia County appointed by the Board of County Commissioners of Escambia County;

(2) Two (2) members shall be appointed by the City Council of the City of Pensacola, and who shall be either i) the Mayor of the City of Pensacola and one (1) Council member of the City of Pensacola; or ii) two (2) Council members of the City of Pensacola ; giving preference to appointment of the Mayor of the City of Pensacola and one Council member of the City of Pensacola;

(3) One (1) member shall be either i) a member of the Town Council of the Town of Century or ii) the Mayor of the Town of Century, and who shall be appointed by the Council of the Town of Century;

(4) Two (2) members at-large, one of which shall be appointed by the Board of County Commissioners of Escambia County and one of which shall be appointed by the City Council of the City of Pensacola;

(5) Two (2) members shall be recognized leaders appointed by FloridaWest Economic Development Alliance (or its successor as recognized by the PEDC).

The term of office of each of the members, except those holding specific offices, shall be for a period of two (2) years, which shall be staggered such that the appointments of three (3) PEDC Commissioners occur each year.

Section 5. The Commission shall elect annually a Chair, Vice-Chair, and Secretary-Treasurer.

Section 6. Quorum; transaction of business. Any five (5) members of the Commission shall constitute a quorum for the transaction of the ordinary business of the Commission. No business shall be transacted except at regularly and specially called meetings and when duly recorded in the Minutes thereof. Meetings shall be conducted in person, except as may be permitted by the Chair as circumstances warrant for a Commissioner to attend by telephone or the like. Each Commissioner is expected to attend the Commission meetings. A Commissioner may be terminated from the Commission at the discretion of the Chair, for missing three (3) consecutive regular Commission meetings.

Section 7. Members of the Commission shall serve without compensation from the Commission, but may be reimbursed for travel expenses incurred in the performance of their duties as members of the Commission, from budgeted funds.

Section 8. Authority of County and Municipalities to contract. Escambia County acting through its Board of County Commissioners, and all incorporated municipalities in Escambia County, are expressly authorized to enter into contracts with the Commission as a public corporation, and any and all contributions made by any such political bodies to the Commission are hereby authorized and found to be a proper, county and/or municipal purpose, respectively.

Section 9. Powers and duties. The Pensacola-Escambia County Promotion and Development Commission shall have the following powers:

- (1) To have a seal and alter the same at its pleasure.
- (2) To acquire, hold and dispose of personal and real property held for its corporate purposes.
- (3) To sue and be sued, implead and be impleaded, complain and defend in all courts of law and equity to retain counsel and set their compensation.
- (4) To enter into contracts with the County of Escambia and all incorporated municipalities within Escambia County, together with the right to enter into contracts with private concerns, both individuals and organizations, so that such private concerns may carry out any and all functions for the Commission as an agent thereof; provided, however, that no function of the Commission may be delegated by contract or otherwise to any agency unless it is determined by the Commission that such function can be more efficiently carried out by the agency to which the function is to be delegated.
- (5) To appoint and fix the compensation of an executive director who shall be responsible to the Commission for the proper administration of all affairs placed in his or her charge which shall include without limitation the appointment, supervision and direction of all employees and agents of the Commission. The Commission shall generally set forth the qualifications necessary for any employee and shall fix the salary ranges of all such employees. The Commission is further authorized to establish and maintain a suitable office at such place as it shall select in Escambia County.
- (6) To borrow money for any of its corporate purposes and to execute notes, mortgages, deeds to secure debts, trust deeds and such other instruments as may be necessary or convenient to evidence and secure such borrowing, subject to Section 10, below; and to make contracts and execute all instruments necessary or convenient.
- (7) To exercise any power granted by the State of Florida to public or private corporations performing similar functions which is not in conflict with the Constitution and Laws of the State of Florida.
- (8) To adopt, alter or repeal its own by-laws, rules and regulations governing the manner in which its business may be transacted, and in which the power granted to it may be enjoyed, as the Commission may deem necessary or expedient in facilitation of its business; specifically including without limitation the power to modify the make-up and qualifications of the Commissioners.
- (9) To possess and perform such powers and duties from time to time which may be authorized by the Legislature.
- (10) To do all things necessary or convenient to carry out the powers expressly conferred by this Act.
- (11) To acquire real or personal property by purchase, lease or lease-purchase; to sell and/or lease any or all portions of any such property; to develop, construct, maintain, improve, enlarge, raze, relocate, operate and manage such property and all facilities and improvements appurtenant thereto; to adopt covenants and restrictions governing use of such property; and to pay any lawful expenses or charges incurred and to employ or enter into contracts with such persons as may be needed in acquiring, developing, constructing, maintaining, improving, enlarging, razing, relocating, operating and managing such property; to finance the acquisition and development of such property, including the mortgaging of such

property which is not owned by Escambia County or any incorporated municipality located therein. "Property" shall be construed to include all properties deemed in the discretion of the Commission to be necessary to fulfill the purposes of this Act and shall include without limitation industrial parks and civic centers which may include arenas, exhibition halls, convention facilities, offices, shops, lodging facilities, restaurants and any other facilities related thereto.

(12) To issue and sell revenue certificates or revenue bonds as hereinafter provided, or in any manner permitted by law and not inconsistent with the provisions hereof, for the financing of capital projects beneficial to the promotion and development responsibilities of the Commission; and to take all steps necessary for efficient preparations and marketing of the certificates or bonds at public or private sale at the best price obtainable, including the entry into agreements with corporate trustees, underwriters and the holders of certificates, and the employment and payment, as a necessary expense of issuance, for the service of consultants on valuations, costs and feasibility of undertaking; revenues to be anticipated and other financial matters, architecture, engineering, legal matters, accounting matters and any other fields in which expert advice may be needed to effectuate advantageous issuance and marketing.

(13) To fix, regulate and collect rents, fees, rates and charges for facilities or projects or any parts thereof or services furnished by it or under its control and to pledge the revenue to the payment of revenue certificates or revenue bonds issued by it.

(14) To qualify as an Industrial Development Authority for Escambia County if the Board of County Commissioners of Escambia County declares that there is a need for such an authority to function in Escambia County, and if the Board of County Commission designates the Commission to serve as such authority; and to exercise all powers granted to such authorities in Section 159.44 through 159.53, *Florida Statutes*, as such law may be amended from time to time.

(15) To qualify as a Research and Development Authority for Escambia County if the Board of County Commissioners of Escambia County declares that there exists a need for the development and financing of a research and development park. If the Board of County Commissioners of Escambia County declares that such a need exists and designates the Commission to Act as the Research and Development Authority for Escambia County, the Commission may apply to the Florida Research and Development Commission pursuant to Section 159.704, *Florida Statutes*. If so designated, the Commission shall have all powers granted to such authorities in Section 159.705, *Florida Statutes*, as such law may be amended from time to time.

Section 10. Provisions governing issuance of certificates and bonds. Issuance of revenue certificates or revenue bonds by the Commission shall be governed by the following general provisions:

(1) Revenue certificates or revenue bonds for purposes hereof are limited to obligations that are secured solely by pledge of revenues produced by the facility or facilities for the benefit of which the certificates or bonds are issued and the sale proceeds used, that do not constitute a lien or encumbrance, legal or equitable, on any real property of the Commission or on any of its personal property other than the revenues pledged to secure payment of the certificates or bonds. Provided, however, the Commission may secure its revenue certificates or revenue bonds by pledging revenues derived from the levy and collection of a tourist development tax pursuant to Section 125.0104, *Florida Statutes*, provided that the Board of County Commissioners of Escambia County first levies the tax and

by resolution authorizes the Commission to pledge any portion or all of the revenues derived from the collection thereof.

(2) The Commission shall not be empowered or authorized to create a debt against the State, Escambia County or any of the incorporated municipalities of Escambia County. Except as provided in the last sentence of subsection (1) above, neither the State, Escambia County nor any of the incorporated municipalities of Escambia County shall be obligated directly or indirectly to make any payments on or appropriate any funds for certificates or bonds issued by the Commission. Any evidence of indebtedness issued by the Commission shall state on its face that the certificate or bonds does not directly or indirectly pledge the full faith and credit of the State of Florida, Escambia County nor any of the incorporated municipalities of Escambia County, and that the Commission is not an agency of Escambia County or of any of the incorporated municipalities of Escambia County.

(3) Before issuing any revenue certificates or revenue bonds the Commission shall as to each issue:

(a) Prepare or procure from a reputable source detailed estimates of the total cost of the undertaking for which the certificates or bonds are contemplated and of the annual revenues to be obtained therefrom and pledged as security for payment of the certificates or bonds;

(b) Determine that the anticipated net proceeds from the sale, together with any other funds available and intended for the purposes of issue, will be sufficient to cover all costs of the undertaking and of preparing and marketing the issues connected therewith;

(c) Determine that the annual revenues anticipated from the undertaking will be sufficient to pay the estimated annual cost of maintaining, repairing, operating and replacing, to any necessary extent not only the undertaking but also the punctual payment of the principal of, and interest on, the contemplated certificates or bonds; and

(d) Specify those determinations in and include the supporting estimates as parts of the resolution providing for the issue.

(4) The Commission may, as to any issue of revenue certificates or revenue bonds engage the services of a corporate trustee for the issue and may treat any or all cost of carrying out the trust agreement as part of the operating costs of the undertaking for which the certificates or bonds are issued.

(5) The Commission shall from time to time establish such rentals, rates and charges, or shall by agreement maintain such control thereof, as to meet punctually all payments on the undertaking and its maintenance and repair including reserves therefor and for depreciation and replacement.

(6) Revenue certificates or revenue bonds may be issued for the purpose of funding, refunding or both.

(7) All revenue certificates or revenue bonds issued pursuant hereto shall be negotiable instruments for all purposes.

Section 11. Audit. The books and records of the Commission shall be audited at least annually at the expense of the Commission, by a competent auditor. Any agency performing functions on behalf of the Commission, and receiving public funds, shall furnish to

the Commission an accounting of all funds so expended. The Commission shall furnish copies of any such audit to the Board of County Commissioners of Escambia County, the City Council of the City of Pensacola and any other groups contributing substantial sums to the operations of the Commission.

Section 12. Construction. This act, being for the purpose of developing and promoting the public good and welfare of Escambia County and the incorporated municipalities thereof, shall be liberally construed to effect the purpose thereof.

Section 13. The Board of County Commissioners of Escambia County shall budget and pay over to the Commission, directly or paid into escrow, an amount equal to or less than 15% of its local option sales tax (L.O.S.T.) receipts each year for the operation and maintenance of the Commission, and for economic development initiatives for Escambia County; but in no event shall the annual amount funding the Commission for its operation and maintenance be less than \$600,000 for fiscal year 2019-2020, and which amount shall be increased annually by the Consumer Price Index ("CPI") formula, based upon the average increase in the Consumer Price Index for the most recent preceding five calendar years (All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100) published monthly by the U.S. Department of Labor, Bureau of Statistics. All such funds so expended by the County are hereby authorized as a lawful County purpose.

The City of Pensacola shall budget and pay over to the Commission, directly or paid into escrow, an amount equal to or less than 15% of its local option sales tax (L.O.S.T.) receipts each year for the operation and maintenance of the Commission, and for economic development initiatives for Escambia County; but in no event shall the annual amount funding the Commission for the operation and maintenance of the Commission be less than \$300,000 for fiscal year 2019-2020, and which amount shall be increased annually by the Consumer Price Index ("CPI") formula, based upon the average increase in the Consumer Price Index for the most recent preceding five calendar years (All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100) published monthly by the U.S. Department of Labor, Bureau of Statistics. All such funds so expended by the City of Pensacola are hereby authorized as a lawful purpose.

The Commission shall prepare and submit a budget covering its operation and maintenance for each fiscal year to the Board of County Commissioners of Escambia County and the City Council of the City of Pensacola for the operation and maintenance of the Commission, which budgeted funds, to the extent of the minimum appropriation by each of the aforementioned governmental entities, shall be paid to the Commission by the Board of County Commissioners of Escambia County and the City Council of the City of Pensacola. Any budget submitted by the Commission requiring the appropriation of funds from either or both of the aforementioned governmental entities in excess of the minimum appropriation provided for in this act, shall be reviewed by the governmental entity or entities which are to appropriate additional funds above the minimum, and if approved such amounts shall also be paid.

The City Council of the City of Pensacola is authorized to utilize revenue levied and collected pursuant to Chapter 18777, Laws of Florida, Acts of 1937, for the purpose of meeting its minimum appropriation for the Commission under this act; provided, however, that if the City Council of the City of Pensacola in its discretion desires to appropriate funds above the minimum appropriation provided in this section, it may utilize such additional funds authorized to be levied and collected pursuant to Chapter 18777, Laws of Florida, Acts of 1937.

The Commission is hereby authorized and empowered to receive contributions from any other incorporated municipalities or agencies of any county or municipality, or private sources.

Section 14. The provisions of this Act shall be severable, and if any of the provisions hereof shall be held to be unconstitutional or invalid, such determination shall not affect the constitutionality or validity of any of the remaining provisions of this Act.

II. This Act shall take effect upon becoming a law.

A3265928

DRAFT

Bill No. _____

An act relating to the City of Pensacola and Escambia County; amending chapter 67-1365, Laws of Florida, as amended; providing for a change in the membership structure of the Pensacola-Escambia Promotion and Development Commission; ~~eliminating all standing or advisory committees related thereto;~~ providing for a single executive director; providing for ~~a minimum appropriation~~ ongoing funding from both the City of Pensacola and the County of Escambia; providing authority to sponsor, develop, operate and maintain activities and developments relating to ~~the Industry tourism~~ economic development, job creation, workforce development, industry and commerce; and providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

~~Section 1.~~ Chapter 67-1365, Laws of Florida, as amended and as restated in its entirety by Chapter 80-579, Laws of Florida, and as further amended, is hereby amended and restated in its entirety to read as follows:

Section 1. Short Title. This Act may be cited as the "Pensacola-Escambia ~~County~~ Promotion and Development Commission Act."

Section 2. Definitions. When used in this Act the following words and terms, unless a different meaning appears clearly from the context, shall have the following meanings:

(1) "Commission" shall mean the Pensacola-Escambia Promotion and Development Commission created by this Act.

(2) "Promotion" shall be deemed to mean the promotion of the advantages of Escambia County and all municipalities therein (including that portion of Santa Rosa Island under the jurisdiction of the Santa Rosa Island Authority or its successor), and the promotion and development of industrial, ~~tourist,~~ and commercial attributes and facilities of ~~said the~~ area including the promotion of conventions, convention facilities and visitors to ~~said the~~ area and also encompassing the dissemination of information with reference to the foregoing through the media of advertising, personal contact and such other activities as are deemed customary to the sound development and promotion of an area.

(3) "Appointing Authority" shall be deemed to mean that body whose duty it is to appoint specific members of the Commission.

(4) "Development" shall be deemed to mean the ~~Improvement of the County~~ improvement of Escambia ~~County~~ and all municipalities therein (including that portion of Santa Rosa island under the jurisdiction of the Santa Rosa Island Authority) ~~through the increase of employment opportunities or its successor~~ through economic development, job creation, workforce development, enhancement of the economic environment, expansion of the tax base, enticement of industry and other business to the area, and acquisition, lease and construction of facilities for such purposes within the ~~subject~~ area.

Section 3. For the purpose of performing such acts as shall be necessary for the sound Promotion and Development (as ~~those terms have heretofore been~~ defined hereinabove) of Escambia County, there is created a body corporate and politic to be known as the Pensacola-Escambia ~~County~~ Promotion and Development Commission, which shall be deemed to be a public corporation by that name, and which body may contract and be contracted with and sue and be sued in all courts of law and equity.

~~Section 4. — The Commission shall be composed of nine (9) members each of whom shall be a freeholder and a qualified elector of Escambia County. The Commission shall consist of the following:~~

~~(1) — Two members shall be Commissioners of Escambia County who shall be appointed by the Board of County Commissioners of Escambia County. Two members shall be Councilmen of the City of Pensacola who shall be appointed by the City Council of the City of Pensacola. One member shall be a member of the Town Council of the Town of Century and shall be appointed to serve on the Commission by the Council of the Town of Century. One member shall be the president of the Pensacola Area Chamber of Commerce. One member, to be appointed by the president of the Pensacola Area Chamber of Commerce, shall be the chairman of the Committee of 100 or the chairman of the Tourist Advisory Council. One member at large shall be appointed by the Board of County Commissioners of Escambia County. One member at large shall be appointed by the City Council of the City of Pensacola.~~

~~(2) — The term of office of each of the members, excepting those holding specific offices, shall be for a term of 2 years; except initial appointments for one member of the Board of County Commissioners and one member of the Pensacola City Council shall be for 1 year.~~

Section 4. — The Commission shall be composed of nine (9) members, each of whom shall be either i) a freeholder of property located in Escambia County, ii) a qualified elector of Escambia County, or iii) the principal of a business located in Escambia County. The Commission shall consist of the following:

(1) — Two (2) members shall be Commissioners of Escambia County appointed by the Board of County Commissioners of Escambia County;

(2) — Two (2) members shall be appointed by the City Council of the City of Pensacola, and who shall be either i) the Mayor of the City of Pensacola and one (1) Council member of the City of Pensacola; or ii) two (2) Council members of the City of Pensacola ; giving preference to appointment of the Mayor of the City of Pensacola and one Council member of the City of Pensacola;

(3) — One (1) member shall be either i) a member of the Town Council of the Town of Century or ii) the Mayor of the Town of Century, and who shall be appointed by the Council of the Town of Century;

(4) — Two (2) members at-large, one of which shall be appointed by the Board of County Commissioners of Escambia County and one of which shall be appointed by the City Council of the City of Pensacola;

(5) — Two (2) members shall be recognized leaders appointed by FloridaWest Economic Development Alliance (or its successor as recognized by the PEDC).

The term of office of each of the members, except those holding specific offices, shall be for a period of two (2) years, which shall be staggered such that the appointments of three (3) PEDC Commissioners occur each year.

Section 5. The Commission shall elect ~~from its membership at its organizational meeting, and~~ annually thereafter a Chair, ~~a Chairman, Vice-Chairman~~ Vice-Chair, and Secretary-Treasurer.

Section 6. Quorum; transaction of business. Any five (5) members of the Commission shall constitute a quorum for the transaction of the ordinary business of the Commission. No business shall be transacted except at regularly and specially called meetings and when duly recorded in the Minutes thereof. Meetings shall be conducted in person, except as may be permitted by the Chair as circumstances warrant for a Commissioner to attend by telephone or the like. Each Commissioner is expected to attend the Commission meetings. A Commissioner may be terminated from the Commission at the discretion of the Chair, for missing three (3) consecutive regular Commission meetings.

Section 7. Members of the Commission shall serve without compensation from the Commission, but may be reimbursed for travel expenses incurred in the performance of their duties as members of the Commission, from budgeted funds.

Section 8. Authority of County and ~~Cities~~ Municipalities to contract. Escambia County acting through its Board of County Commissioners-and all incorporated ~~cities~~ municipalities in Escambia County-are expressly authorized to enter into contracts with the Commission as a public corporation-and any and all contributions made by ~~said any such~~ political bodies to the Commission are hereby authorized and found to be a proper, county and/or ~~city~~ municipal purpose, respectively.

Section 9. Powers and duties. The Pensacola-Escambia County Promotion and Development Commission shall have the following powers:

- (1) To have a seal and alter the same at its pleasure.
- (2) To acquire, hold and dispose of personal and real property held for its corporate purposes.
- (3) To sue and be sued, implead and be impleaded, complain and defend in all courts of law and equity-to retain counsel and set their compensation.
- (4) To enter into contracts with the County of Escambia and all incorporated ~~cities~~ municipalities within Escambia County, together with the right to enter into contracts with private concerns, both individuals and organizations, so that ~~said such~~ private concerns may carry out any and all functions for the Commission as an agent thereof; provided, however, that no function of the Commission may be delegated by contract or otherwise to any agency unless it is determined by the Commission that such function can be more efficiently carried out by the agency to which the function is to be delegated.
- (5) To appoint and fix the compensation of an executive director who shall be responsible to the Commission for the proper administration of all affairs placed in his or her charge which shall include ~~(among other things)~~ without limitation the appointment, supervision and direction of all employees and agents of the Commission. The Commission shall generally set forth the qualifications necessary for any employee and shall fix the salary ranges of all such employees. The Commission is further authorized to establish and maintain a suitable office at such place as it shall select in Escambia County.
- (6) To borrow money for any of its corporate purposes and to execute notes, mortgages, deeds to secure debts, trust deeds and such other instruments as may be

necessary or convenient to evidence and secure such borrowing, subject to Section 10, below; and to make contracts and execute all instruments necessary or convenient.

(7) To exercise any power granted by the State of Florida to public or private corporations performing similar functions which is not in conflict with the Constitution and Laws of the State of Florida.

(8) To adopt, alter or repeal its own by-laws, rules and regulations governing the manner in which its business may be transacted, and in which the power granted to it may be enjoyed, as the Commission may deem necessary or expedient in facilitation of its business; specifically including without limitation the power to modify the make-up and qualifications of the Commissioners.

(9) To possess and perform such powers and duties from time to time which may be authorized by the Legislature.

(10) To do all things necessary or convenient to carry out the powers expressly conferred by this Act.

(11) To acquire real or personal property by purchase, lease or lease-purchase; to sell and/or lease any or all portions of any such property; to develop, construct, maintain, improve, enlarge, raze, relocate, operate and manage such property and all facilities and improvements appurtenant thereto; to adopt covenants and restrictions governing use of such property; and to pay any lawful expenses or charges incurred and to employ or enter into contracts with such persons as may be needed in acquiring, developing, constructing, maintaining, improving, enlarging, razing, relocating, operating and managing such property; to finance the acquisition and development of such property, including the mortgaging of such property which is not owned by Escambia County or any incorporated municipality located therein. "Property" shall be construed to include all properties deemed in the discretion of the Commission to be necessary to fulfill the purposes of this Act and shall include without limitation ~~of other properties, industrial parks, tourist facilities,~~ and civic centers which may include arenas, exhibition halls, convention facilities, offices, shops, lodging facilities, restaurants and any other facilities related thereto.

(12) To issue and sell revenue certificates or revenue bonds as hereinafter provided, or in any manner permitted by law and not inconsistent with the provisions hereof, for the financing of capital projects beneficial to the promotion and development responsibilities of the Commission; and to take all steps necessary for efficient preparations and marketing of the certificates or bonds at public or private sale at the best price obtainable, including the entry into agreements with corporate trustees, underwriters and the holders of certificates, and the employment and payment, as a necessary expense of issuance, for the service of consultants on valuations, costs and feasibility of undertaking; revenues to be anticipated and other financial matters, architecture, engineering, legal matters, accounting matters and any other fields in which expert advice may be needed to effectuate advantageous issuance and marketing.

(13) To fix, regulate and collect rents, fees, rates and charges for facilities or projects or any parts thereof or services furnished by it or under its control and to pledge the revenue to the payment of revenue certificates or revenue bonds issued by it.

(14) To qualify as an Industrial Development Authority for Escambia County if the Board of County Commissioners of Escambia County declares that there is a need for such an authority to function in Escambia County, and if the Board of County Commission designates

the Commission to serve as such authority; and to exercise all powers granted to such authorities in Section 159.44 through 159.53, *Florida Statutes*, as such law may be amended from time to time.

(15) To qualify as a Research and Development Authority for Escambia County if the Board of County Commissioners of Escambia County declares that there exists a need for the development and financing of a research and development park. If the Board of County Commissioners of Escambia County declares that such a need exists and designates the Commission to Act as the Research and Development Authority for Escambia County, the Commission may apply to the Florida Research and Development Commission pursuant to Section 159.704, *Florida Statutes*. If so designated, the Commission shall have all powers granted to such authorities in Section 159.705, *Florida Statutes*, as such law may be amended from time to time.

Section 10. Provisions governing issuance of certificates and bonds. Issuance of revenue certificates or revenue bonds by the Commission shall be governed by the following general provisions:

(1) Revenue certificates or revenue bonds for purposes hereof are limited to obligations that are secured solely by pledge of revenues produced by the facility or facilities for the benefit of which the certificates or bonds are issued and the sale proceeds used, that do not constitute a lien or encumbrance, legal or equitable, on any real property of the Commission or on any of its personal property other than the revenues pledged to secure payment of the certificates or bonds. Provided, however, the Commission may secure its revenue certificates or revenue bonds by pledging revenues derived from the levy and collection of a tourist development tax pursuant to Section 125.0104, *Florida Statutes*, provided that the Board of County Commissioners of Escambia County first levies the tax and by resolution authorizes the Commission to pledge any portion or all of the revenues derived from the collection thereof.

(2) The Commission shall not be empowered or authorized to create a debt against the State, Escambia County or any of the incorporated municipalities of ~~said~~ Escambia County. Except as provided in the last sentence of subsection (1) above, neither the State, Escambia County ~~or nor~~ any of the incorporated municipalities of ~~said~~ Escambia County shall be obligated directly or indirectly to make any payments on or appropriate any funds for certificates or bonds issued by the Commission. Any evidence of indebtedness issued by the Commission shall state on its face that the certificate or bonds does not directly or indirectly pledge the full faith and credit of the State of Florida, Escambia County ~~or nor~~ any of the incorporated municipalities of ~~said~~ Escambia County, and that the Commission is not an agency of Escambia County or of any of the incorporated municipalities of ~~said~~ Escambia County.

(3) Before issuing any revenue certificates or revenue bonds the Commission shall as to each issue:

(a) Prepare or procure from a reputable source detailed estimates of the total cost of the undertaking for which the certificates or bonds are contemplated and of the annual revenues to be obtained therefrom and pledged as security for payment of the certificates or bonds;

(b) Determine that the anticipated net proceeds from the sale, together with any other funds available and intended for the purposes of issue, will be sufficient to cover all costs of the undertaking and of preparing and marketing the issues connected therewith;

(c) Determine that the annual revenues anticipated from the undertaking will be sufficient to pay the estimated annual cost of maintaining, repairing, operating and replacing, to any necessary extent not only the undertaking but also the punctual payment of the principal of, and interest on, the contemplated certificates or bonds; and

(d) Specify those determinations in and include the supporting estimates as parts of the resolution providing for the issue.

(4) The Commission may, as to any issue of revenue certificates or revenue bonds engage the services of a corporate trustee for the issue and may treat any or all cost of carrying out the trust agreement as part of the operating costs of the undertaking for which the certificates or bonds are issued.

(5) The Commission shall from time to time establish such rentals, rates and charges, or shall by agreement maintain such control thereof, as to meet punctually all payments on the undertaking and its maintenance and repair including reserves therefor and for depreciation and replacement.

(6) Revenue certificates or revenue bonds may be issued for the purpose of funding, refunding or both.

(7) All revenue certificates or revenue bonds issued pursuant hereto shall be negotiable instruments for all purposes.

Section 11. Audit. The books and records of the Commission shall be audited at least annually at the expense of the Commission, by a competent auditor. Any agency performing functions on behalf of the Commission, and receiving public funds, shall furnish to the Commission an accounting of all funds so expended. The Commission shall furnish copies of ~~said~~ any such audit to the Board of County Commissioners of Escambia County, the City Council of the City of Pensacola and any other groups contributing substantial sums to the operations of the Commission.

Section 12. Construction. This act, being for the purpose of developing and promoting the public good and welfare of Escambia County and the incorporated ~~cities~~ municipalities thereof, shall be liberally construed to effect the purpose thereof.

~~Section 13—(1) All funding shall be provided for by Interlocal Agreement. All such funds so expended by the governmental bodies are hereby authorized as a lawful expenditure. The Commission shall prepare and submit a budget covering its operation and maintenance for the fiscal year to all parties providing funds through the Interlocal Agreement.~~

~~(2)—The intent of this act is to establish a private-public partnership and united effort for economic development in Escambia County. To accomplish this goal, the private sector is urged to voluntarily collect and pay over to the Commission a reasonable amount each fiscal year for the operation and maintenance of the Commission.~~

Section 13. The Board of County Commissioners of Escambia County shall budget and pay over to the Commission, directly or paid into escrow, an amount equal to or less than 15% of its local option sales tax (L.O.S.T.) receipts each year for the operation and maintenance of the Commission, and for economic development initiatives for Escambia County; but in no event shall the annual amount funding the Commission for its operation and maintenance be less than \$600,000 for fiscal year 2019-2020, and which amount shall be increased annually by the Consumer Price Index ("CPI") formula, based upon the average

increase in the Consumer Price Index for the most recent preceding five calendar years (All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100) published monthly by the U.S. Department of Labor, Bureau of Statistics. All such funds so expended by the County are hereby authorized as a lawful County purpose.

The City of Pensacola shall budget and pay over to the Commission, directly or paid into escrow, an amount equal to or less than 15% of its local option sales tax (L.O.S.T.) receipts each year for the operation and maintenance of the Commission, and for economic development initiatives for Escambia County; but in no event shall the annual amount funding the Commission for the operation and maintenance of the Commission be less than \$300,000 for fiscal year 2019-2020, and which amount shall be increased annually by the Consumer Price Index ("CPI") formula, based upon the average increase in the Consumer Price Index for the most recent preceding five calendar years (All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100) published monthly by the U.S. Department of Labor, Bureau of Statistics. All such funds so expended by the City of Pensacola are hereby authorized as a lawful purpose.

The Commission shall prepare and submit a budget covering its operation and maintenance for each fiscal year to the Board of County Commissioners of Escambia County and the City Council of the City of Pensacola for the operation and maintenance of the Commission, which budgeted funds, to the extent of the minimum appropriation by each of the aforementioned governmental entities, shall be paid to the Commission by the Board of County Commissioners of Escambia County and the City Council of the City of Pensacola. Any budget submitted by the Commission requiring the appropriation of funds from either or both of the aforementioned governmental entities in excess of the minimum appropriation provided for in this act, shall be reviewed by the governmental entity or entities which are to appropriate additional funds above the minimum, and if approved such amounts shall also be paid.

The City Council of the City of Pensacola is authorized to utilize revenue levied and collected pursuant to Chapter 18777, Laws of Florida, Acts of 1937, for the purpose of meeting its minimum appropriation for the Commission under this act; provided, however, that if the City Council of the City of Pensacola in its discretion desires to appropriate funds above the minimum appropriation provided in this section, it may utilize such additional funds authorized to be levied and collected pursuant to Chapter 18777, Laws of Florida, Acts of 1937.

The Commission is hereby authorized and empowered to receive contributions from any other incorporated municipalities or agencies of any county or municipality, or private sources.

Section 14. The provisions of this Act shall be severable, and if any of the provisions hereof shall be held to be unconstitutional or invalid, such determination shall not affect the constitutionality or validity of any of the remaining provisions of this Act.

~~Section 2II.~~ This Act shall take effect upon becoming a law.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Recommendation: That the Board approve amendments to the Standard Construction Contracts as follows:


Form A: A/E Designed - Exhibit A, General Terms and Conditions, Section 4.5;

Form B: Construction - Exhibit A, General Terms and Conditions, Section 4.5;


Form C: Design/Build - Exhibit A, General Terms and Conditions, Section 3.5;

Form D: Road/Drainage - Exhibit A, General Terms and Conditions, Section 4.5;
and

Form I: Bridges/Docks/Boat Ramps - Exhibit A, General Terms and Conditions,
Section 4.5.

Motion: To approve Consent Agenda Items 1 through 7, with the exception of Item 6	
Made by: Commissioner Robinson	Seconded: Commissioner Underhill
Disposition: Carried unanimously	
Audio: 	

5. Recommendation: That the Board approve the two Request for Disposition of Property Forms for the Public Works Department, listing two items; the Request Forms have been signed by all applicable authorities.

Motion: To approve Consent Agenda Items 1 through 7, with the exception of Item 6	
Made by: Commissioner Robinson	Seconded: Commissioner Underhill
Disposition: Carried unanimously	
Audio: 	

6. Recommendation: That the Board take the following action concerning a legislative funding initiative for Florida Estuary Programs:

- A. Support allocating State funding for the Pensacola/Perdido, Choctawhatchee, and St. Andrew Bays Estuary Programs and Florida National Estuary Programs as a legislative priority;

(Continued on Page 16)

MINUTES – August 2, 2018

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued


6. Continued...

B. Authorize staff to work with the Northwest Florida delegation on this initiative;
and

C. Authorize staff to work with and utilize the County's lobbyist for this initiative.


Motion: Move the item
Made by: Commissioner Robinson Seconded: Commissioner Underhill
Disposition: Carried unanimously
Audio: 

7. Recommendation: That the Board ratify the County Administrator's signature on the letter to Mr. Steve Benak, P.E., Florida Department of Transportation (FDOT), supporting and requesting that FDOT approve the recent permit submitted by the Escambia County School District regarding traffic operational improvements for the school zone/entrance for the new Beulah Middle School on State Road 10 (Nine Mile Road).

Motion: To approve Consent Agenda Items 1 through 7, with the exception of Item 6
Made by: Commissioner Robinson Seconded: Commissioner Underhill
Disposition: Carried unanimously
Audio: 

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board adopt the Resolution [R2018-81] authorizing certain fee changes by the State of Florida Department of Health, Escambia County Health Department, for the services provided by the Escambia County Health Department; the Escambia County Health Department periodically revises its schedule of fees for services, and the new fees will go into effect upon the Board's adoption of this Resolution.

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12
Made by: Commissioner Underhill Seconded: Commissioner Robinson
Disposition: Carried unanimously
Audio: 



Escambia County Legislature Requests – 2019 LOCATION MAPS

Pine Forest Road 4-Laning (I-10 to Nine Mile Road)

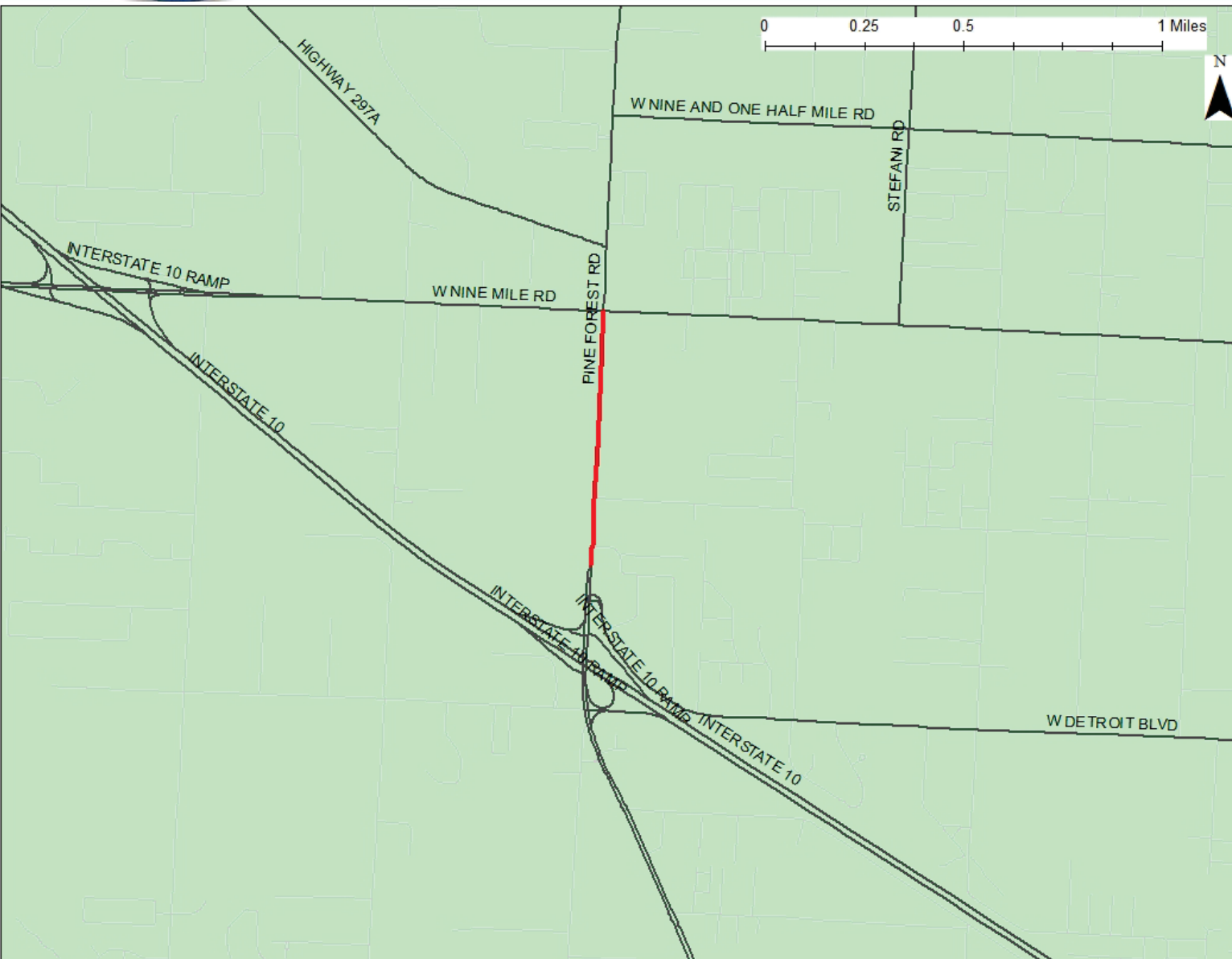
West Cervantes Street / Mobile Highway Corridor Safety Improvements

Muscogee Road Widening and Drainage Project

Beulah / I-10 Interchange / US29 Connector Project

Bob Sikes Fishing Pier Rehabilitation & Pensacola Beach Blvd. Access Road Project

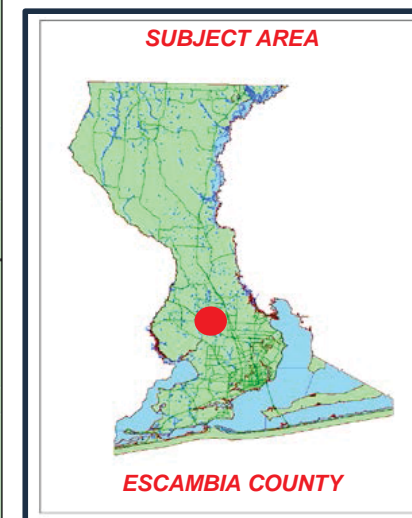
Klondike Road / Wilde Lake Blvd. Widening Project



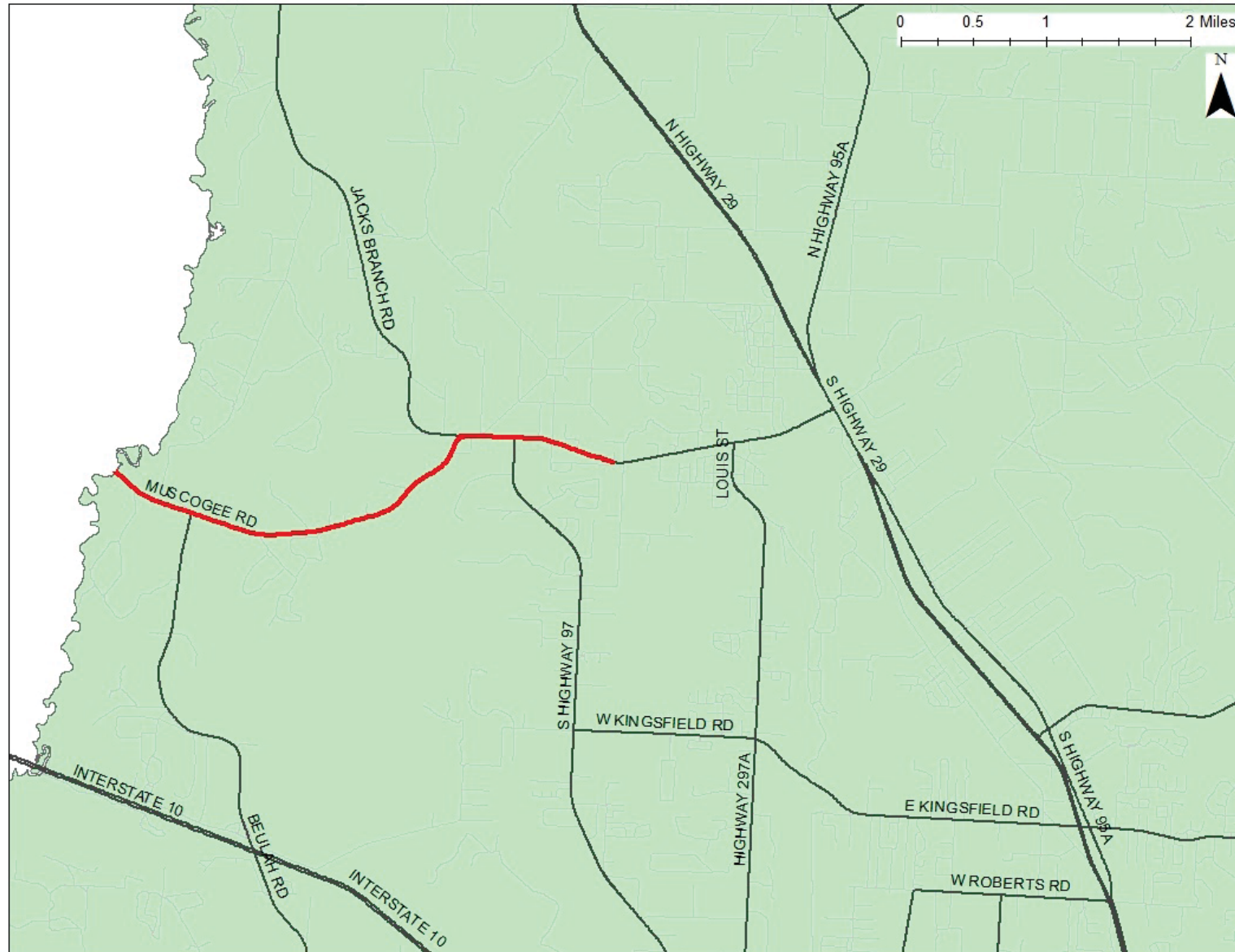
Legislature Request

PINE FOREST ROAD 4-LANING

(I – 10 to Nine Mile Road)



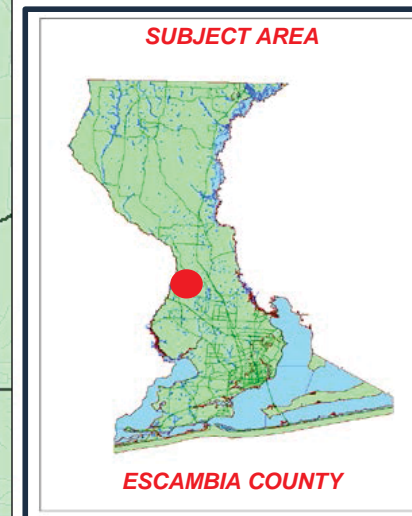




Legislature Request

MUSCOGEE ROAD

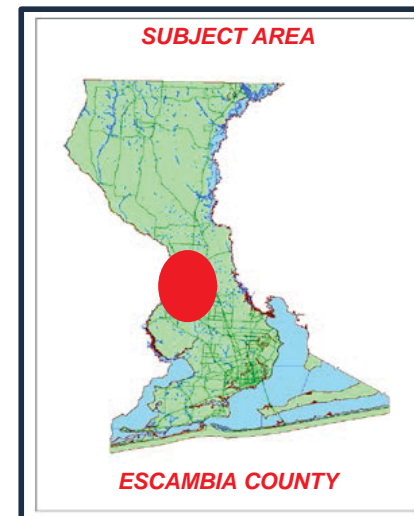
Widening & Drainage Project





BEULAH / I-10 INTERCHANGE / US 29

Connector Project

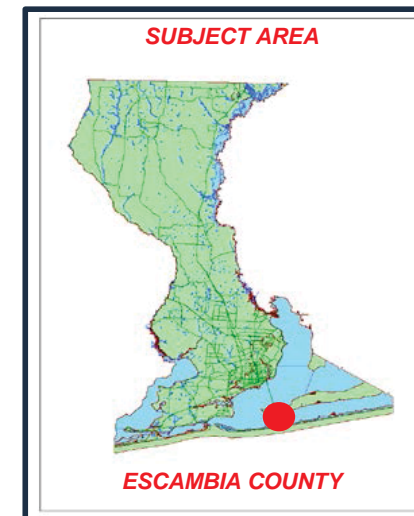


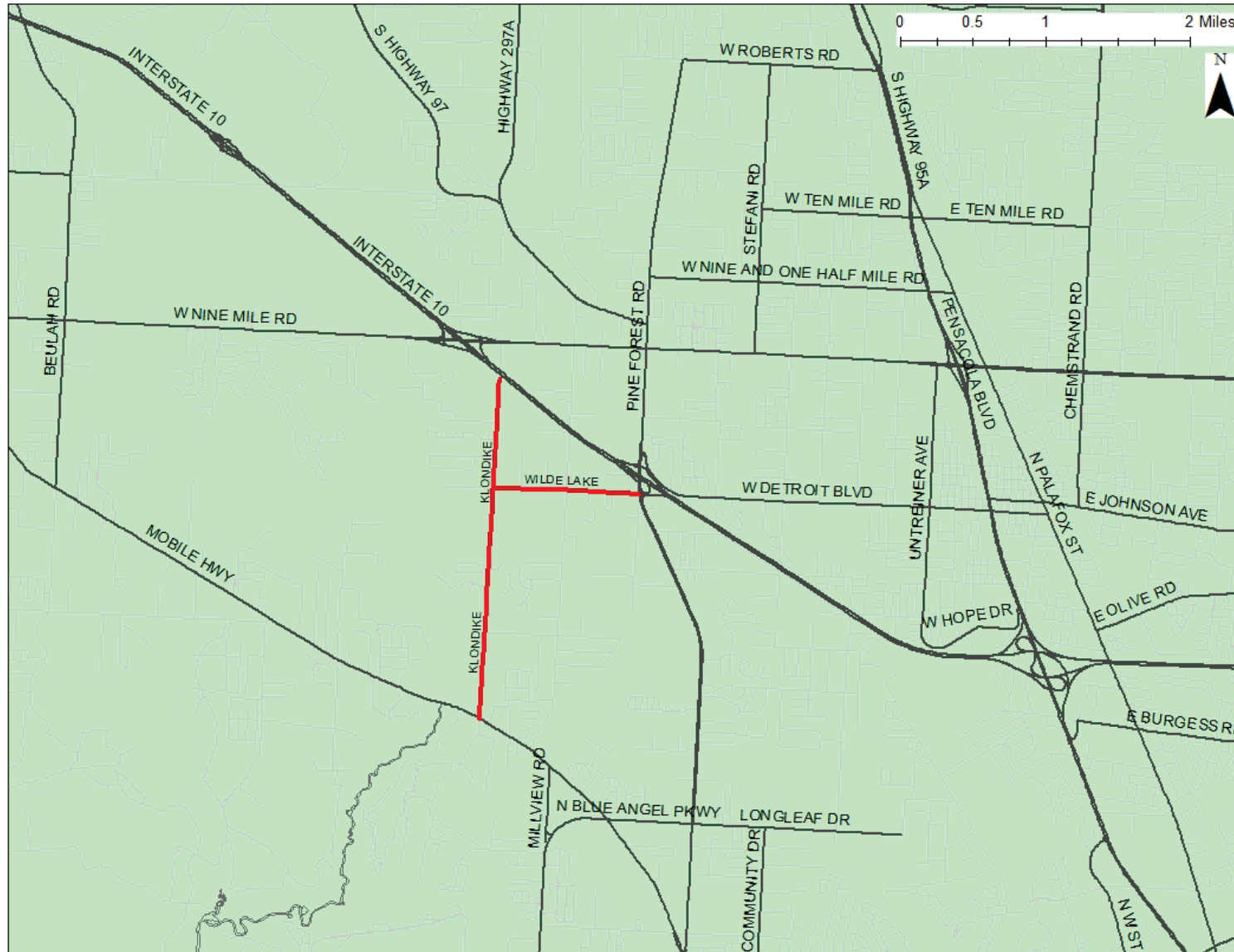


Legislature Request

BOB SIKES FISHING PIER REHABILITATION

PENSACOLA BEACH BLVD ACCESS ROAD PROJECT





Legislature Request

KLONDIKE ROAD WILDE LAKE BOULEVARD

Widening Project

