

AGENDA
Escambia County
Community Redevelopment Agency
November 30, 2017–Time 9:00 a.m.
BOARD CHAMBERS, FIRST FLOOR
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA FLORIDA

Call to Order.

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

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

I. Public Forum

II. Technical/Public Service

1. Recommendation Concerning to Conduct a Public Hearing to Consider Adoption of the Oakfield Redevelopment Area Plan - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action to Conduct a Public Hearing for Thursday, November 30, 2017 at 5:31 p.m., to consider adoption of the Oakfield Redevelopment Area Plan, as requested by the Community Redevelopment Agency.

2. Recommendation Concerning to Conduct a Public Hearing to Consider Adoption of the Oakfield Redevelopment Trust Fund Ordinance - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action concerning an Ordinance to establish the Oakfield Redevelopment Trust Fund:

A. Conduct a Public Hearing at 5:32 p.m., for consideration to Adopt an Ordinance of Escambia County, Florida creating Volume I, Chapter 46, Article VI, Section 46-293 of the Escambia County Code of Ordinances relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Oakfield Redevelopment District projects; providing for short title; Providing for legislative findings; Providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the fiscal year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date; and

B. Authorize the Chairman to sign and execute the Ordinance.

3. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 21, 2017 Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the September 21, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

III. Budget/Finance

1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following 16 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Ren and Sheng Enterprises, LLC, owners of residential property located at 508 Edgewater Drive, Warrington Redevelopment District, each in the amount of \$4,448, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows;
2. The Agreements between Escambia County CRA and Grace R. Amell, owner of residential property located at 3219 Bayshore Square, Barrancas Redevelopment District, each in the amount of \$5,934, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace windows;
3. The Agreements between Escambia County CRA and Brenda Joyce Greene, owner of residential property located at 2570 Brooklyn Street, Atwood Redevelopment District, each in the amount of \$2,640, representing an in-kind match through the Atwood Tax Increment Financing (TIF), Fund 151, Cost Center 370120, for total electrical rewiring upgrade;
4. The Agreements between Escambia County CRA and Vernon T. Washington, owner of residential property located at 3400 Hernandez Street, Englewood Redevelopment District, each in the amount of \$2,520, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, to replace roof;
5. The Agreements between Escambia County CRA and Cheryl R. Cooksey, owner of residential property located at 314 Bryant Road, Warrington Redevelopment District, each in the amount of \$3,909, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows;
6. The Agreements between Escambia County CRA and Derryl D. Kidder, owner of residential property located at 4 Audusson Avenue, Barrancas Redevelopment District, each in the amount of \$2,775, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;
7. The Agreements between Escambia County CRA and Susan W. Combs, owner of residential property located at 610 Chaseville Street, Warrington Redevelopment District, each in the amount of \$3,650, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;
8. The Agreements between Escambia County CRA and John R. Ryan, owner of residential property located at 104 Southeast Gilliland Road, Warrington Redevelopment District, each in the amount of \$2,850, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;
9. The Agreements between Escambia County CRA and Naybor Properties, LLC, owner of residential property located at 804 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$3,115, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;
10. The Agreements between Escambia County CRA and Gary J. and Mallie W. Langhammer, owner of residential property located at 15 Lieutenant Street, Warrington Redevelopment District, each in the

amount of \$2,660, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows;

11. The Agreements between Escambia County CRA and Robert E. Tarrant, Jr., owner of residential property located at 2275 Berg Street, Atwood Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Atwood Tax Increment Financing (TIF), Fund 151, Cost Center 370120, for total electrical rewiring upgrade, to replace windows, and install storm shutters;

12. The Agreements between Escambia County CRA and Mary Gail Parkton, owner of residential property located at 8424 Forge Place, Ensley Redevelopment District, each in the amount of \$3,000, representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, to replace roof;

13. The Agreements between Escambia County CRA and Michelle A. Gray, owner of residential property located at 308 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of \$3,450, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

14. The Agreements between Escambia County CRA and Paula Benson, owner of residential property the address: redacted pursuant to Section 119.071(4)(d), Florida Statutes, Englewood Redevelopment District, each in the amount of \$2,842, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, to replace windows;

15. The Agreements between Escambia County CRA and Vicky L. Weeks, owner of residential property located at 1701 Gulf Beach Highway, Warrington Redevelopment District, each in the amount of \$5,841, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows;

16. The Agreements between Escambia County CRA and Daniel E. and Catherin M. Storey, owners of residential property located at 507 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of \$2,050, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

2. Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of 18 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	Address	Amount
Joseph M. Baudendistel	106 Brandon Avenue	\$5,700
Litedra Burgess	917 West Michigan Avenue	\$5,915
Vera R. Costello	211 Bryant Road	\$1,762
Erin P. Dooley	506 East Sunset Avenue	\$4,500
Richard O. Edmonston and Susan D. B. Edmonston	213 Northwest Syrcle Drive	\$2,298
Rhonda Eubanks	111 Northwest Gilliland Road	\$4,422
Ruth E. Jernigan	2612 West Blount Street	\$2,137
Anne G. McIntosh	219 Bryant Road	\$2,431

Michael B. and Deborah K. McLemore	219 Sunset Avenue	\$4,743
Floyd and Johnnie Peacock	1952 Gary Circle	\$3,262
Peggy M. Pettry	405 Frisco Road	\$4,912
John P. Jr. and Lori L. Remich	39 Manor Drive	\$5,338
Euletta Spatz	406 Labree Road	\$6,000
Linda L. Suermann	221 Sunset Avenue	\$1,650
Sugar Butt Enterprises, LLC	32 Archer Avenue	\$5,200
Karen D. Taylor	219 Syrcle Drive	\$5,317
Frances J. Walsh	110 Jardine Road A & B	\$5,732
Evan and Michelle Williams	522 Hardy Place	\$2,445

B. Authorize the Chairman to execute the Cancellation of Lien documents.

3. Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Lien - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien:

A. Approve the following cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipient has met the one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

Property Owner	Address	Amount
Linh Le	1673 North Pace Boulevard, Suites E - I	\$10,000

B. Authorize the Chairman to execute the Cancellation of Lien document.

IV. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Technical/Public Service 1.

Community Redevelopment Agency

Meeting Date: 11/30/2017

Issue: Conduct a Public Hearing to Consider Adoption of the Oakfield Redevelopment Area Plan

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning to Conduct a Public Hearing to Consider Adoption of the Oakfield Redevelopment Area Plan - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action to Conduct a Public Hearing for Thursday, November 30, 2017 at 5:31 p.m., to consider adoption of the Oakfield Redevelopment Area Plan, as requested by the Community Redevelopment Agency.

BACKGROUND:

On December 11, 2014, the Escambia County Board of County Commissioners adopted a Resolution (R2014-147) creating the Oakfield Redevelopment District.

On September 5, 2017, at 8:35 a.m., the Planning Board conducted a public hearing to review and recommend the the Board of County Commissioners (BCC) adoption of the Oakfield Redevelopment Area Plan and determine that the Plan was in conformance with the local Comprehensive Plan.

On November 30, 2017 at 9:00 a.m., a CRA meeting was convened to recommend to the Board to conduct a Public Hearing to consider adoption of the Oakfield Redevelopment Area Plan. A copy of the Plan is attached.

BUDGETARY IMPACT:

Funding for the proper advertisement will be provided through the CRA Administration, Fund 151, Cost Center 370110.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Plan has been reviewed and approved for legal sufficiency by Meredith Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel is necessary to carry out this process.

POLICY/REQUIREMENT FOR BOARD ACTION:

Conduct a Public Hearing to consider adoption of the Oakfield Redevelopment Area Plan is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

The CRA solicited input from residents and business owners in the Oakfield area by conducting a series of four monthly public community meetings in November 2016 - April 2017. Upon adoption by the BCC, the CRA will continue to work with these residents, neighborhood associations, and area businesses to implement the plan.

Attachments

Oakfield Redev Plan Sept2017

Legal signoff Oakfield Plan

PB Minutes Oakfield Plan



OAKFIELD ACRES PARK-GETTYSBURG DRIVE: GOOGLE MAPS

OAKFIELD REDEVELOPMENT PLAN

Prepared by Escambia County
Community Redevelopment Agency
Neighborhood & Human Services Department

Adopted by the Board of Escambia County
Commissioners: {Month, Year}

DRAFT

TABLE OF CONTENTS:

CONTENTS

Chapter 1: Overview	- 4 -
Plan Content and Organization	- 4 -
Chapter 2: Inventory & Analysis.....	- 5 -
Chapter 3: Concept Plan	- 5 -
Chapter 4: Capital Improvements	- 5 -
Chapter 5: Project Implementation.....	- 5 -
Appendices.....	- 5 -
Introduction & Geographic Context	- 5 -
Redevelopment Area Boundary	- 6 -
Chapter 2: Inventory and Analysis.....	- 10 -
Existing Land Use.....	- 10 -
Residential.....	- 12 -
Vacant Uses	- 12 -
Commercial	- 13 -
Parks, Public Uses and Utilities	- 14 -
Institutional	- 15 -
Industrial.....	- 15 -
Future Land Use & Comprehensive Plan	- 16 -
Land Development Regulations	- 25 -
Parcel Size	- 28 -
Housing Conditions.....	- 30 -
Transportation and Infrastructure	- 32 -
Pedestrian Circulation.....	- 37 -
Sanitary Sewer	- 39 -
Demographics.....	- 41 -
Population	- 41 -
Households	- 41 -
Ethnic Composition.....	- 41 -
Age.....	- 42 -
Employment	- 42 -

Education	- 43 -
Income	- 43 -
Crime.....	- 44 -
Chapter 3: Concept Plan.....	- 45 -
Concept Plan Philosophy.....	- 45 -
Corridors.....	- 46 -
Primary Commercial Corridors.....	- 47 -
Neighborhood Commercial Corridors.....	- 48 -
Neighborhood Collectors	- 49 -
Gateways.....	- 50 -
Primary Gateways	- 50 -
Secondary Gateways.....	- 50 -
Community Amenities	- 51 -
Redevelopment Strategies.....	- 52 -
Commercial Redevelopment and Infill	- 52 -
Infill Opportunities For Single And Multi-Family Housing.....	- 55 -
Enhancement Of The Industrial District	- 55 -
Implementation of the North Palafox Street Corridor Management Plan	- 56 -
Public Health and Safety.....	- 57 -
Encourage Citizen Groups And Civic Pride.....	- 57 -
Residential Preservation And Enhancement.....	- 58 -
Chapter 4: Capital Improvements.....	- 60 -
Capital Improvements.....	- 60 -
Future Capital Improvements: Ongoing, Short, Mid, and long-term.....	- 61 -
Chapter 5: Implementation Strategies	- 63 -
Implementation Strategies	- 63 -
Appendix A: Public Workshops	- 68 -
Appendix B: Statutory Requirements.....	- 70 -
Appendix C: Tax Increment Financing	- 77 -
Appendix D: Resolution and Legal Description	- 78 -
Appendix E: Map of Proposed Sewer Expansions:	- 79 -

CHAPTER 1: OVERVIEW

PLAN CONTENT AND ORGANIZATION

The Community Redevelopment Act of 1969 was enacted to provide local governments, within the State of Florida with the tools necessary to revitalize deteriorated communities. These tools include the establishment of the Community Redevelopment Agency (CRA) to administer redevelopment plans and delegate certain powers such as the power to designate certain areas as: slum and/or blight; propose modification to community redevelopment plans; issue revenue bonds; and approve the acquisition, demolition, removal, or disposal of property.

On July 1, 1977, the Florida Legislature amended the Community Redevelopment Act to allow governments to use tax increment financing (TIF) as a tool for redevelopment. The amended Act also allows a designated CRA to utilize the revenues from the sale of tax increment bonds for specific projects aimed at redeveloping and improving community slum or blight. The location and extent of such areas and redevelopment projects must first, however, be objectively established and so designated by the local governing authority.

Community Redevelopment Agencies are granted the authority to undertake redevelopment projects following adoption of a community redevelopment plan as outlined in the Community Redevelopment Act F.S. 163.360. The redevelopment Plan guides future development and expenditures from the Trust Fund so as to eliminate existing conditions of blight and to create a condition for continued private reinvestment in the area. The Plan provides a framework for coordinating and facilitating public and private redevelopment of the CRA. Development and implementation of the Plan involves the efforts of the Agency, the private sector financial and business community and other governmental agencies. Following the adoption of the initial Plan, subsequent modifications and amendments may be adopted by the Governing Body pursuant to F. S. 163.361.

On December 11, 2014, the Escambia County Board of County Commissioners designated a portion of the Oakfield Community as a redevelopment district. It was found that the designated district was a blighted area with a shortage of affordable houses for low and moderate income households. This designation was necessary in the interest of the public health, safety, morals and welfare of the residents to eliminate the present condition of blight in area. This Redevelopment Plan, developed with broad community involvement, supports the future redevelopment of the CRA Oakfield Redevelopment District and is written in compliance with F. S. Part III, Chapter 163.

The Oakfield Redevelopment Plan represents the synthesis of a series of planning efforts conducted by the Escambia County CRA, area residents, and community leaders. The intent of the Redevelopment Plan is to facilitate positive transformation, preservation, and revitalization of the neighborhoods in the designated Oakfield Redevelopment District. Each of the planning initiatives contained herein involved a series of community workshops and meetings designed to create a unified vision for Oakfield. The stakeholder-driven planning process integrates several objectives: Enhance the physical environment; preserve residential character; support commercial activity; introduce a diverse mix of uses along primary corridors; pursue new development opportunities; create a community focal point to foster positive change in the area's core; improve the pedestrian environment; and overcome the obstacles to economic development.

To be useful as a long-term redevelopment guide, the redevelopment Plan must be flexible to accommodate unanticipated changes and should be monitored closely and updated to reflect changes in the economy, public concerns and private sector development opportunities. The redevelopment Plan is a comprehensive resource for community leaders and stakeholders engaged in reshaping the social, economic, and physical form of the CRA Oakfield District. Future actions targeted in this area are anticipated to follow the recommendations of the redevelopment Plan through continued discussions with residents, community stakeholders, and County agencies.

CHAPTER 2: INVENTORY & ANALYSIS

This chapter presents a summary of existing conditions, including existing land uses, zoning districts; future land uses designations, demographic profile, housing conditions, and neighborhood identity and aesthetics. The summary of inventory results employs data generated by past studies from the Escambia County Community Redevelopment Agency, the Escambia County Property Appraiser GIS database, the 2010 U.S. Census, and University of West Florida's Haas Center for Business Research and Economic Development.

CHAPTER 3: CONCEPT PLAN

The information generated from the inventory, analysis, and the public involvement phases is the foundation for the recommendations contained in Chapter 3. This chapter details action strategies based on established objectives, providing guidelines for sound development and redevelopment of properties in Oakfield.

CHAPTER 4: CAPITAL IMPROVEMENTS

This Chapter identifies projects that can be pursued as ongoing, in the short-term, mid-term, and long-term range. It also includes anticipated costs for the proposed improvements and funding sources to assist the CRA with budgeting and financial planning.

CHAPTER 5: PROJECT IMPLEMENTATION

This Chapter presents the organizational framework and financial strategies that will be required for successful implementation of the Redevelopment Plan. It defines the roles and responsibilities that should be undertaken by the various agencies and stakeholders that are involved in shaping the future development of the Community Redevelopment Agency Oakfield Redevelopment District.

APPENDICES

Five appendices conclude the Redevelopment Plan: A) Public workshops documentation; B) Statutory requirements; C) Tax increment financing; D) Resolution and Legal Description and E) A map indicating possible ECUA sewer expansion area.

INTRODUCTION & GEOGRAPHIC CONTEXT

Initiated in 2014, Escambia County's Oakfield Redevelopment Strategy was a result of efforts to strengthen the center core region in Escambia County and continue the challenge to rehabilitate blighted neighborhoods. The CRA Oakfield District is centrally located 3.5 miles northwest of the heart of downtown Pensacola (Fig. 1.1). The City of Pensacola, which is now over 450 years old, around which Escambia County was developed, houses the location of a large U.S. naval air station, and is a designated tourist destination for residents of Louisiana, Alabama, and Mississippi. The CRA Oakfield Redevelopment District, where Old Palafox Street is located, provides a major and historic north-south artery to the heart of downtown Pensacola.

The southern part of Escambia County is connected by Interstate 10 and the Interstate 110 spur that leads south to downtown Pensacola. This metro area is 50 miles east of Mobile, Alabama, 200 miles west of Tallahassee, and 165 miles south of Montgomery, Alabama—the three largest cities near Pensacola (see Fig. 1.2). Commercial air traffic in the Pensacola and greater northwest Florida area is handled by Pensacola International Airport.

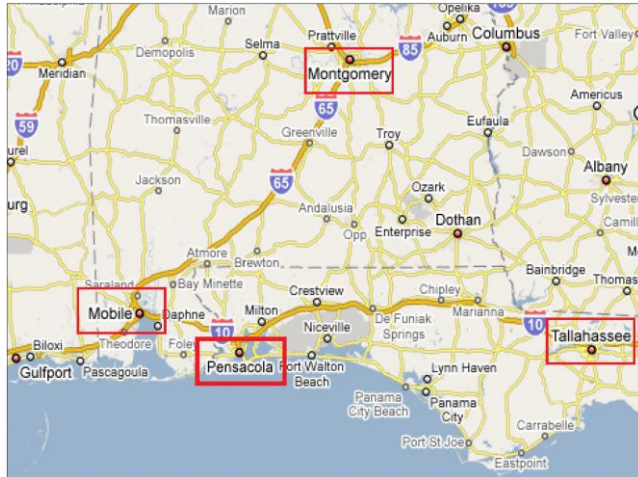


Figure 1.1: Pensacola regional context, GOOGLE MAPS

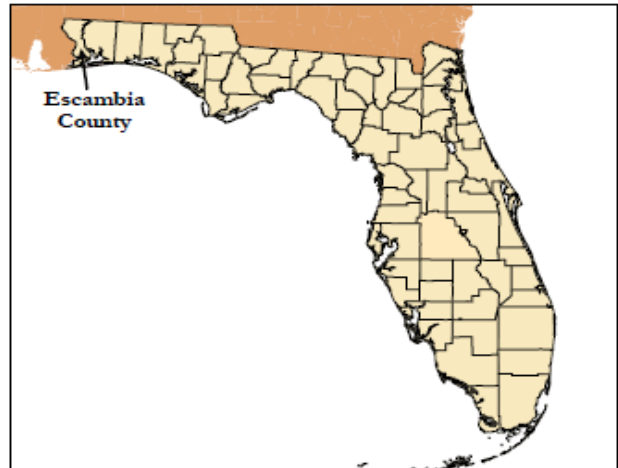


Figure 1.2: Map showing Escambia County's location in Florida, ESCAMBIA COUNTY GIS

As elsewhere in the Florida Panhandle, Escambia County's overall growth has been significantly aided by tourism, even while naval and air force operations continue to support and define much of the character of the Panhandle coast. While the beaches and historic downtown businesses have grown, and prospered, many other areas, particularly in the unincorporated parts of the county, have faced challenges in economic and residential growth.

REDEVELOPMENT AREA BOUNDARY

The CRA Oakfield Redevelopment District (Fig. 1.3) is bounded by 1-10 on the north, 1-110 on the east, Brent Lane on the south and Pensacola Blvd. (State Highway 29) on the west. The total area comprises 2,168.91 acres and has more than 18 recognized neighborhoods.

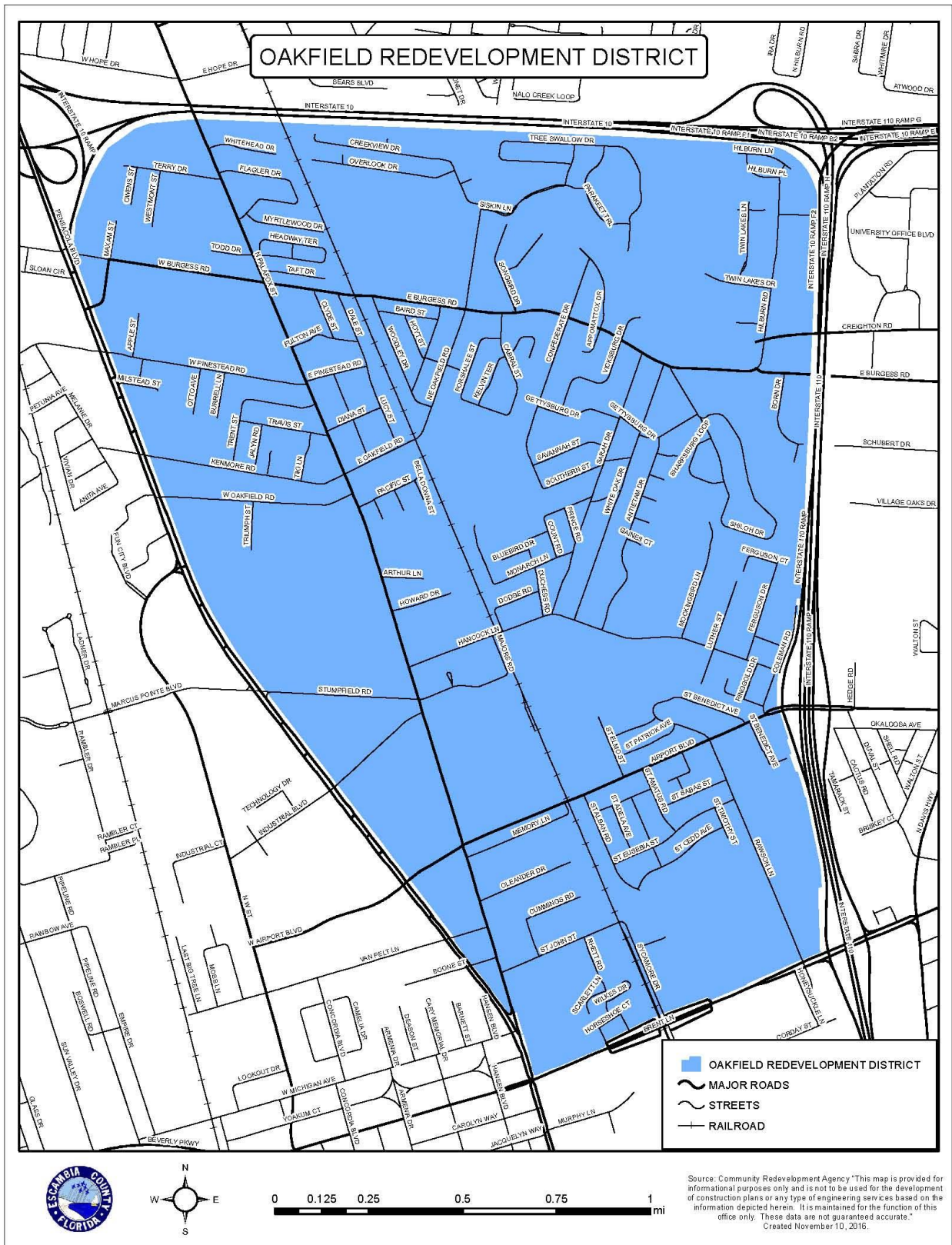


Fig. 1.3: OAKFIELD REDEVELOPMENT DISTRICT, ESCAMBIA COUNTY GIS

As one of Escambia County's nine Community Redevelopment Areas, the CRA Oakfield Redevelopment District is located north east of the CRA Palafox District, south of the CRA Ensley District, south west of the CRA Atwood District and is approximately 7.6 miles south of the CRA Cantonment District (Fig. 1.4). The Oakfield CRA District was once a central hub of Pensacola from the 1960's to the 1980's and continues to be utilized by many commuters.

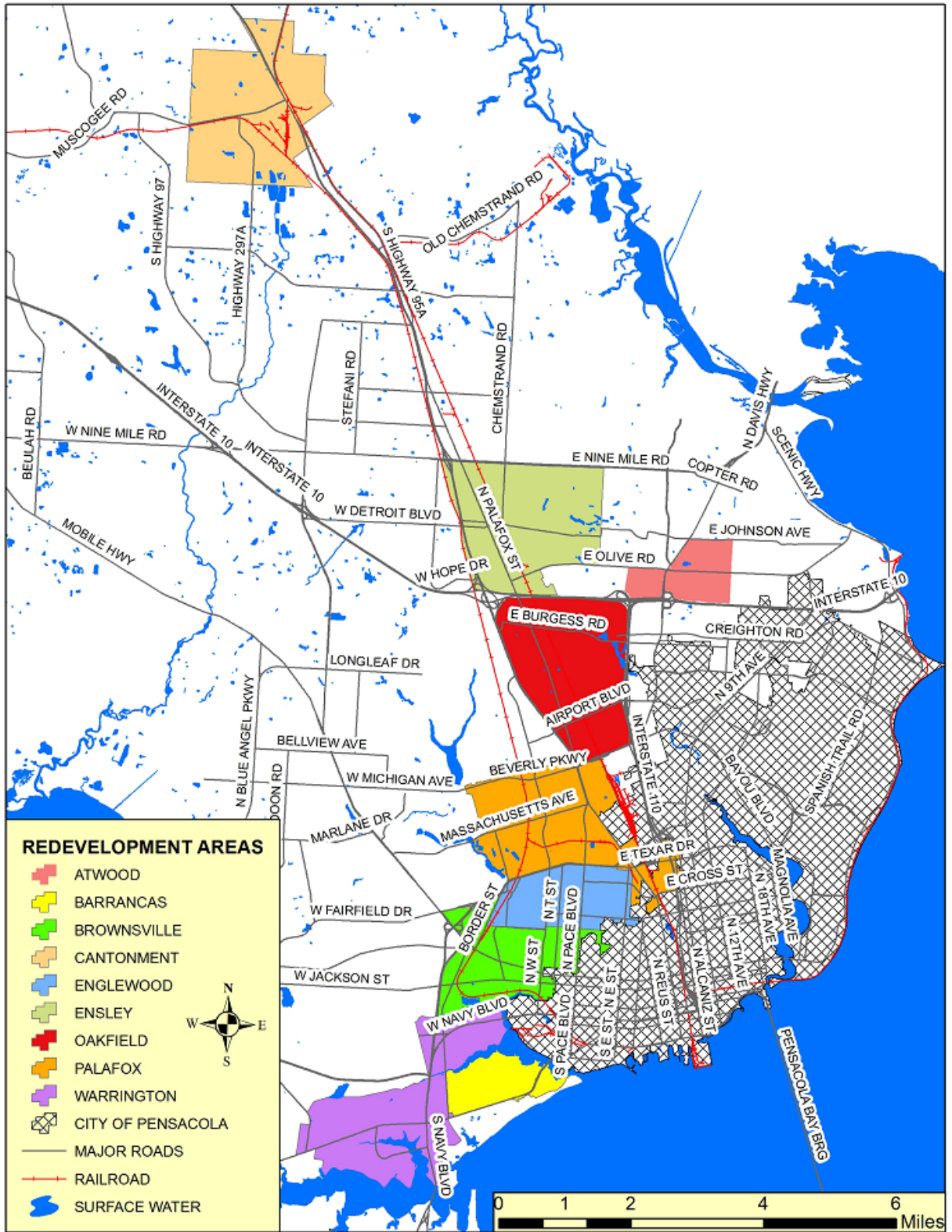


Fig. 1.4: ESCAMBIA COUNTY'S NINE REDEVELOPMENT AREAS, ESCAMBIA COUNTY GIS

CHAPTER 2: INVENTORY AND ANALYSIS

EXISTING LAND USE

The CRA Oakfield District is composed of 2,861 parcels across 1,974 acres, excluding roads and rights-of-way. Five primary land uses are represented: **Residential** (comprising approximately 40% of total land use), **Commercial** (approximately 15%), **Vacant** (approximately 19%), **Industrial** (approximately 6%), and **Institutional** (approximately 12%). **Other land uses**, such as: parks, public properties and utilities comprise the remaining approximately 10% of land uses identified in the Redevelopment Area. A more detailed description of these land uses follows below.

Land Use Type	Acreage	%
Residential	785.44	39.78%
Single-Family Detached	680.62	34.48%
Single-Family Attached	11.88	0.60%
Multi-Family Residential	44.41	2.25%
Mobile Home Park	13.12	0.66%
Mobile Home	35.41	1.79%
Commercial	289.86	14.68%
Industrial	114.38	5.79%
Institutional	234.11	11.86%
Parks	11.65	0.59%
Public	152.71	7.74%
Utilities	21.70	1.10%
Vacant/Undeveloped	364.29	18.45%
Total	1,974.14	100%

TABLE 2.1: EXISTING LAND USES IN THE OAKFIELD REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS

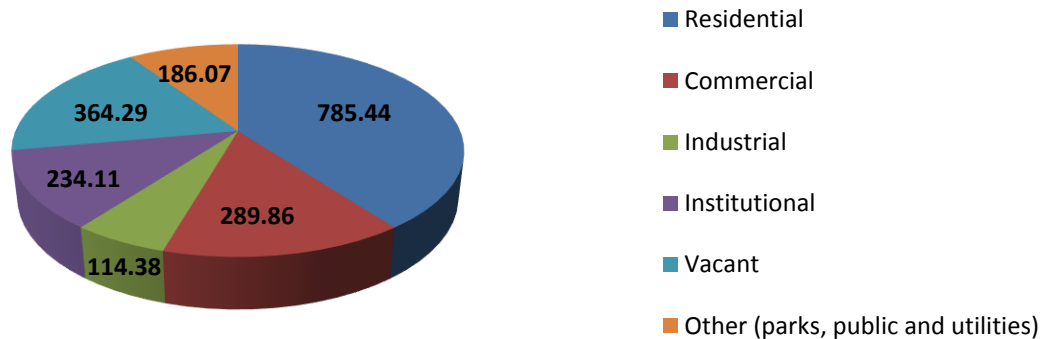


FIGURE 2.1: DISTRIBUTION OF EXISTING LAND USES BY ACREAGE AS A PERCENT OF TOTAL ACRES. ESCAMBIA COUNTY GIS

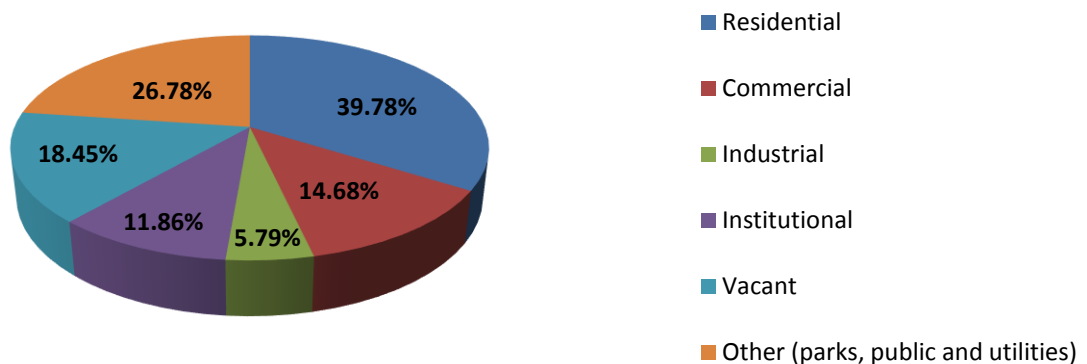


FIGURE 2.2: DISTRIBUTION OF EXISTING LAND USES BY PARCEL COUNT AS A PERCENT OF TOTAL PARCELS. ESCAMBIA COUNTY GIS

RESIDENTIAL

Of the 785.44 acres of residential land; single-family homes (attached and detached), account for 693 acres, or 71.59% of the total residential acreage of the CRA Oakfield Redevelopment District. Single-family residential uses account for a total of 2,048 parcels, or 72% of the total number of parcels in the District. This is by far the most dominant land-use type. The second largest land use is Vacant/Undeveloped, comprising of 290 acres, or 10% of the District. The third largest land use in the CRA Oakfield District is Commercial property. Even though there are 173 Commercial lots, those lots account for only 6% of the existing land use.

At a much small fraction of residential land use are the other residential types – multi-family (44.41 acres over 45 parcels), mobile homes (35.41 acres over 2 parcels) and mobile home parks (13.12 acres over 78 parcels). Their combined share of acreage is 4.37% of the residential acreage of the District.



EXISTING RESIDENTIAL HOMES IN THE OAKFIELD REDEVELOPMENT DISTRICT, PHOTO: GOOGLE MAPS

VACANT USES

As a testament to the redevelopment potential of the area, the CRA Oakfield Redevelopment District's second largest land-use category is vacant or undeveloped land. Approximately 10.14% of the district consists of 364.29 acres across 290 parcels that are vacant/undeveloped.

Vacant structures and abandoned lots are strong indicators of economic distress and lead to deterioration of the physical environment and are detrimental to the investment image of the community. The presence of vacant and underutilized buildings contributes both as an opportunity and a liability for redevelopment. Smaller vacant parcels can be assembled and larger vacant parcels are “development ready” to support new development and/or significant adaptive reuse of underutilized and deteriorating buildings.

There are several large undeveloped parcels in the CRA Oakfield Redevelopment District. These areas consist of approximately 10% of land use and are presently heavily wooded and many are listed “For Sale”. There are no known future development plans for these sites.



VACANT PROPERTIES, OAKFIELD REDEVELOPMENT DISTRICT, PHOTO: GOOGLE MAPS

COMMERCIAL

The third largest land use contingent occupies 289.86 acres, or 6.05% of the total CRA Oakfield Redevelopment District's acreage, covering 173 parcels. These uses are located primarily along the commercially-oriented Pensacola Boulevard (Highway 29), North Palafox Street, Brent Lane and Airport Boulevard. Smaller concentrations of commercial uses are also found along West Burgess Street. Oakfield's geographic location, nearly in the center of Escambia County, serves the suburban clientele of those who work and reside in and around the Oakfield community.

The CRA Oakfield District's major commercial corridors, as mentioned above, continue to need revitalization and upgrades. In the district, many of the commercial uses are generally left vacant or in dilapidated conditions. Commercial zoning pattern appears to coincide with the current uses. As part of the initial redevelopment efforts for this community, an Overlay District could be created to further offer building guidelines and restrictions.

Pensacola Boulevard offers Oakfield residents multiple retail choices and is a major commercial corridor in the Oakfield community. There are several types of commercial developments including auto dealerships, restaurants, small businesses and fast food choices. Also, located within the CRA Oakfield Redevelopment District is Pensacola's first indoor shooting range.



COMMERCIAL USES ALONG PENSACOLA BLVD. (HIGHWAY 29), PHOTO: GOOGLE MAPS

PARKS, PUBLIC USES AND UTILITIES

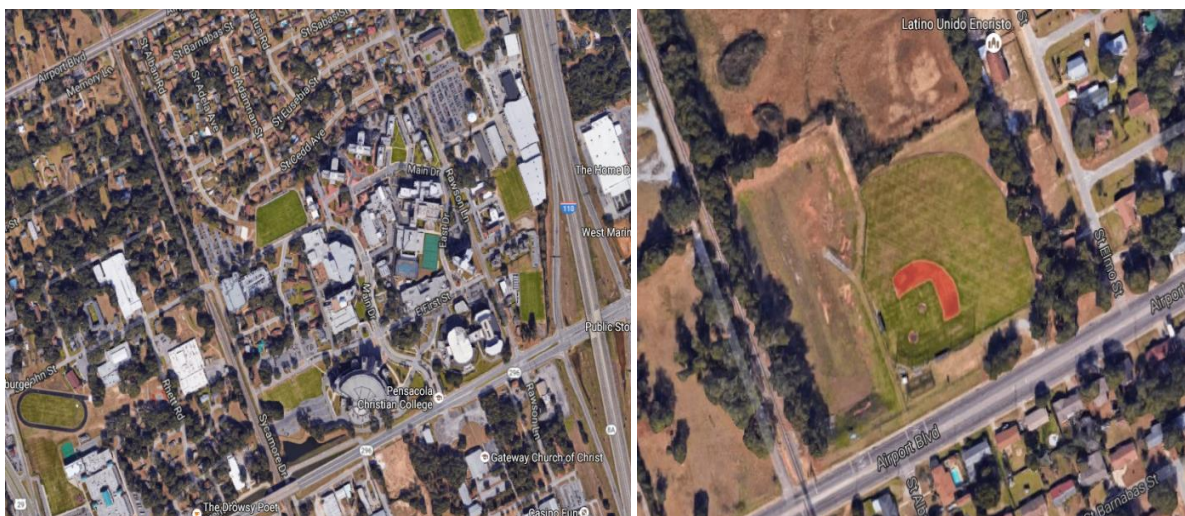
Public uses in the CRA Oakfield Redevelopment District, as categorized by Escambia County GIS, include a wide variety of uses for the public benefit such as a public park, schools, storm water detention areas, and government buildings. These land uses consist of approximately 2.87% of existing land in the district. There are two public schools currently located within the district, (Woodham Middle School and Brown-Barge Middle School) and three private Christian Schools, (Pensacola Christian College/Academy and Sunshine Christian Private School).

Prior to the beginning of school year in August of 2018, the Escambia County School District will rezone Woodham Middle School students to other schools. West Florida High School will move into the former Woodham Middle School. Brown-Barge Middle School will move to the former West Florida High School site.

Oakfield Acres Park is currently the only utilized public park located within CRA Oakfield Redevelopment District. Oakfield Acres Park is located at 6124 Confederate Drive and is a 1-acre park with amenities such as playground equipment, a Gazebo, picnic tables and plenty of open space for other activities. Pensacola Christian College and Academy has several private baseball parks, walking tracks and open green spaces as indicated below.



PARK AND PUBLIC FACILITIES, CRA OAKFIELD DISTRICT, GOOGLE MAPS



GREEN SPACES AT PENSACOLA CHRISTIAN COLLEGE AND ACADEMY, GOOGLE MAPS

INSTITUTIONAL

Institutional uses in the CRA Oakfield Redevelopment District occupy 234 acres, which is 12% of the land. This land use category has a total of 117 parcels, which represents 4.09% of total parcels of the district. Institutional uses are generally churches or church-owned properties. However, the Escambia Education Association is located within the CRA Oakfield Redevelopment District and serves many local organizations and assists local teacher organizations and groups.



ESCAMBIA EDUCATION ASSOCIATION, PHOTO: GOOGLE MAPS



INSTITUTIONAL USES, CRA OAKFIELD DISTRICT, PHOTO: GOOGLE MAPS

INDUSTRIAL

Industrial uses make up a small portion, 5.79% of the CRA Oakfield Redevelopment District. Nearly all the industrial land uses are located off of North Palafox Street and Pensacola Boulevard (Highway 29).



INDUSTRIAL PROPERTIES, CRA OAKFIELD DISTRICT, PHOTO: GOOGLE MAPS

FUTURE LAND USE & COMPREHENSIVE PLAN

The Escambia County Comprehensive Plan is a guiding document that sets forth goals, objectives, and policies that help define the character, rate of growth, and timing for future development in the County. It also corresponds with the County's future land use map (Fig. 2.4) that identifies nearly all the Oakfield Redevelopment District as a candidate for mixed-use urban redevelopment with strip commercial development along established corridors.

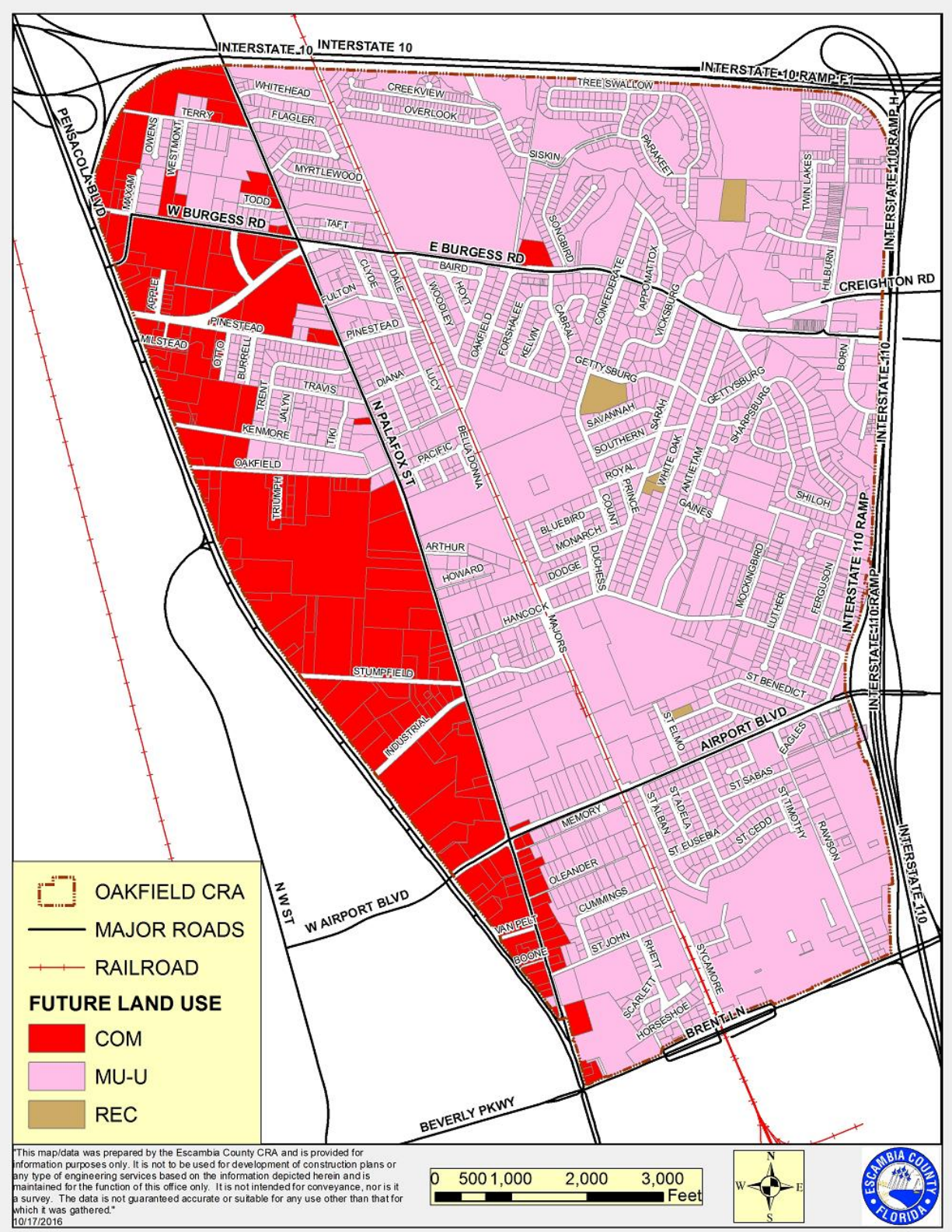


Figure 2.4: FUTURE LAND USE IN THE CRA OAKFIELD REDEVELOPMENT AREA, Escambia County GIS

The following sections are excerpts from the Goals, Policies and Objectives of the Escambia County Comprehensive Plan. These goals, policies and objectives have a direct impact on the CRA Oakfield Redevelopment Area and are included below:

Chapter 7: Future Land Use Element

GOAL FLU 1 FUTURE DEVELOPMENT PATTERN

Escambia County will implement a planning framework that defines, supports and facilitates the desired future development pattern in Escambia County while protecting and preserving natural and historic resources.

OBJECTIVE FLU 1.1 Growth Strategies

Apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.

OBJECTIVE FLU 1.3 Future Land Use Map Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

POLICY FLU 1.3.1 Future Land Use Categories. General descriptions, range of allowable uses and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined below:

1. FLUM Mixed-Use Urban (MU-U)

General Description: Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category.

Range of Allowable Uses: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, and Public and Civic, limited agriculture.

Standards: Residential Maximum Density 25 du/acre, Non-Residential Minimum Intensity: 0.25 Floor Area Ratio (FAR), Maximum Intensity: 2.0 FAR. Escambia County intends to achieve the following mix of land uses for new development within a ¼ of mile arterial roadways or transit corridors by 2030: Residential – 8% to 25%, Public/Recreation/Institutional – 5% to 20%, Non-Residential: Retail/Service – 30% to 50%, Office – 25% to 50%, and Light Industrial – 5% to 10%. In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated: Residential – 70% to 85%, Public/Recreation/Institutional – 10% to 25%, and Non-Residential – 5% to 10%.

2. FLUM Commercial (C)

General Description: Indented for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.

Range of Allowable Uses: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, and Public and Civic.

Standards: Residential Maximum Density: 25/du/acre, Non-Residential Minimum Intensity: None, and Maximum Intensity: 1.0 Floor Area Ration (FAR).

3. FLUM Industrial (I)

General Description: Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.

Range of Allowable Uses: Light to Intensive Industrial, ancillary retail and office. No new residential development is allowed.

Standards: Residential Maximum Density: None, Non-Residential Minimum Intensity: None, and Maximum Intensity: 1.0 FAR

4. FLUM Recreation (REC)

General Description: Recreational opportunities for the Escambia County citizens including a system of public and private park facilities.

Range of Allowable Uses: Active and passive recreation activities and amenities, Park facilities such as boat launch, basketball courts, tennis courts, baseball and softball fields, Meeting halls and the like. No new residential development is allowed.

Standards: Residential Maximum Density: None, Non-Residential Minimum Intensity: None, and Maximum intensity: 0.5 FAR

5. FLUM Public (P)

General Description: Provides for uses or facilities owned or managed by the Federal, State or County government or other public institutions or agencies.

Range of Allowable Uses: Public Parks, local, regional, State or Federal facilities, public structures or lands, and quasi-public Facilities providing public services.

Standards: Residential Maximum Density: None, Non-Residential Minimum Intensity: None, and Maximum intensity: None

OBJECTIVE FLU 1.4 Protect Existing Communities

Escambia County will protect and enhance existing communities by eliminating nonconforming uses and structures over time and through an active code enforcement program.

POLICY FLU 1.4.1 Nonconformity. Escambia County will prohibit expansion of nonconforming land uses or structures within the County. The LDC will restrict any activity that would expand the land use in question, improve structures or expand improvements associated with a nonconforming land use.

POLICY FLU 1.4.2 Code Enforcement. Escambia County will conduct a combination of complaint-driven and systematic code enforcement actions to reduce property maintenance code violations.

OBJECTIVE FLU 1.5 Sustainable Development

Escambia County will promote sustainable development by encouraging compact, mixed- and multi-use land patterns.

POLICY FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial and Industrial Future Land Use categories (except for residential development).

POLICY FLU 1.5.2 Compact Development and Maximum Densities and Intensities. To ensure developments are designed to be compact and to accommodate travel mode choice-especially for short,

local trips-the County will require minimum densities in the MU-S Future Land Use category and encourage the maximum densities and intensities in the MU-U Future Land Use category.

GOAL FLU 2 DEVELOPMENT AND PUBLIC SERVICES

Escambia County will promote urban strategies for compact development, the efficient provision of infrastructure and urban services, and the protection of natural resources. Urban strategies will include infill development, mixed-use development and coordinated land use and transportation planning.

OBJECTIVE FLU 2.1 Urban Development

Direct growth toward those areas where infrastructure and services exist to support development at approved densities and intensities.

POLICY FLU 2.1.1 Infrastructure Capacities. Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities more than current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

POLICY FLU 2.1.2 Compact Development. To promote compact development, FLUM amendments and residential re-zonings to allow for higher residential densities to be allowed in the MU-U and MU-S future land use categories.

OBJECTIVE FLU 2.3 Infill Development

Encourage infill development in appropriate urbanized areas where infrastructure is sufficient to meet demands, such as in MU-U and MU-S.

POLICY FLU 2.3.1 Area Designation. All Community Redevelopment Areas, as adopted by the BCC, are hereby designated as an Urban Infill and Redevelopment Area in conformance with Florida Statutes.

POLICY FLU 2.3.2 Community Redevelopment Areas. Escambia County will use its fiscal resources to encourage infill residential, commercial and public development in the Community Redevelopment Areas.

OBJECTIVE FLU 2.4 Community Redevelopment

The Community Redevelopment Agency (CRA) will continue to implement the recommendations of the Community Redevelopment Strategy, may be updated from time to time.

POLICY FLU 2.4.1 Strategy The CRA and other County agencies will implement the recommendations of the Community Redevelopment Strategy through the Palafox, Englewood, Oakfield, Warrington and Barrancas Redevelopment Plans.

POLICY FLU 2.4.2 Block Grants Escambia County will direct its Community Development Block Grant (CDBG) efforts primarily to the Community Redevelopment Areas, but in any case, the program requirements promulgated by the U.S. Department of Housing and Urban Development (HUD) will be met.

Chapter 8: Mobility Element

The purpose of the Mobility Element, serving as the Transportation Element, is to establish the desired and projected transportation system in Escambia County and to plan for future motorized and non-motorized traffic circulation systems. This element provides guidelines to prepare for and establish an effective multi-modal transportation system.

GOAL MOB 1 TRANSPORTATION

Escambia County will provide a safe, cost-effective and functional roadway and transportation system for all residents and visitors to Escambia County.

OBJECTIVE MOB 1.1 Transportation System

Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

POLICY MOB 1.1.3 Non-motorized Transportation. All new public and road construction projects in urban areas or community redevelopment areas will accommodate non-motorized transportation. At a minimum, sidewalks and bicycle facilities should be included. Consideration should also be given to include storage racks, striping, or signage.

POLICY MOB 1.1.11 Required Bicycle and Pedestrian Facilities. Escambia County will encourage through private/public partnerships the installation of sidewalks along the street frontage of new development (including but not limited to new development along routes shown on the TPO Bicycle and Pedestrian Plan, the County's Bicycle and Pedestrian Plan, or the "Transportation Alternative" Plan) to provide connectivity and utility for existing sidewalks near the development.

POLICY MOB 1.1.12 Coordination with School District and Sidewalk Planning Participation. Escambia County will coordinate with the Escambia County School District regarding new school siting and needs at existing schools when determining locations for improvements to pedestrian facilities. Escambia County will also seek public input from citizens, the Escambia County School District, and the development community regarding sidewalk needs and priorities.

OBJECTIVE MOB 1.2 Transportation and Land Use

Assure the continual coordination of land use decisions with the future traffic circulation system by coordinating traffic circulation improvements with the FLUM and maintaining consistency between land use decisions and traffic circulation system improvements.

POLICY MOB 1.2.2 Non-motorized Transportation Facilities. Escambia County will provide or require the provision of non-motorized transportation facilities to link residential areas with recreational and commercial areas in a safe manner. This may include the construction of sidewalks, bike lanes, installation of signage, striping of roadways, or the like so as to accommodate non-motorized transportation facilities.

GOAL MOB 2 TRANSIT

Escambia County will encourage the provision and use of a safe, efficient and financially feasible mass transit transportation system, which is responsive to the community needs, consistent with land use policies, is environmentally sound, and that promotes economic opportunity and energy conservation.

OBJECTIVE MOB 2.2 Mass Transit and Growth Patterns

Operate an efficient and accessible fixed route mass transportation service in support of the projected growth patterns of the service area while maintaining or increasing ECAT's operating ratio.

POLICY MOB 2.2.1 Route Modernization. ECAT will modernize service from the existing radial route system into a modified grid system to improve efficiency.

POLICY MOB 2.2.2 Service Area Adjustments. ECAT will realign or adjust existing routes to provide service to areas requiring service while at the same time reducing service to lower-use areas in order to provide more efficient service to more riders at comparable cost.

Chapter 9: Housing Element

The purpose of the Housing Element is to provide guidance for the development of safe, sanitary and affordable housing for all residents of Escambia County. In particular, the goals, objectives and policies

contained in this element are intended to identify and address current and future deficits in the provision of moderate, low and very-low income housing, group homes, foster care facilities and housing for those with special needs. In addition, this element is intended to provide guidance to public and private sector housing providers, as well as the residents of Escambia County, regarding redevelopment of existing neighborhoods, removal of substandard housing, relocation assistance and critical housing assistance programs.

GOAL HOU 1 Provision of Housing

Escambia County will provide safe, sanitary and affordable housing for the current and future residents of the County.

OBJECTIVE HOU 1.1 Housing Delivery Process

Provide guidance and direction to both the public and private sectors to assist in the provision of adequate housing that varies in type, density, size, tenure, ownership, cost and location.

POLICY HOU 1.1.1 Residential Areas. The Escambia County FLUM and Zoning maps will identify areas suitable for residential development and/or redevelopment.

OBJECTIVE HOU 1.2 Affordable Housing

Assure the provision of safe, sanitary and affordable housing for moderate, low and very-low income residents.

POLICY HOU 1.2.1 Definition. Escambia County will define affordable housing as housing with costs, including monthly rents or mortgage payments, taxes, insurance, and utilities, not exceeding 30 percent of the amount that represents the percentage of the median adjusted gross annual income for the households in Florida Statutes as amended.

POLICY HOU 1.2.2 Location. Escambia County will allow the location of affordable housing in any residential FLUM category provided the housing is compatible with all applicable rules and regulations of the LDC.

POLICY HOU 1.2.3 Development Types. Escambia County will promote affordable housing opportunities by allowing cluster developments, zero-lot line developments, planned unit developments and other types of housing layouts that may reduce the cost of individual dwelling units.

POLICY HOU 1.2.4 Mobile or Manufactured Home Location. Escambia County will encourage the use of modular homes, mobile, and/or manufactured as a type of housing as defined by Florida Statutes within the appropriate zoning and FLU categories.

OBJECTIVE HOU 1.4 Existing Neighborhoods and Redevelopment

Protect the character of existing residential neighborhoods, provide opportunities for redevelopment, and infill development and reduce the number of substandard housing units through the continued implementation of structural and aesthetic improvement programs such as but not limited to: preservation and infill, regulation enforcement, construction inspection, improvement aid, unsafe building abatement, substandard home removal, infrastructure improvement, and rental units and housing stock conservation/rehabilitation.

OBJECTIVE HOU 1.5 Relocation Assistance

Provide housing assistance, including relocation housing for persons displaced by public programs, projects or housing rehabilitation.

POLICY HOU 1.5.1 Grants. Escambia County will pursue grants to provide for relocating moderate, low, and very low income persons displaced during the housing rehabilitation process.

POLICY HOU 1.5.2 County Policy. Escambia County will utilize its “Relocation Policy” that was developed in compliance with Public Law 93-383 (The Housing and Community Development Act of 1974) and adopted by the BCC on November 28, 1988, including any revisions thereto.

OBJECTIVE HOU 1.6 Housing Programs

Continue implementation of critical housing programs. Implementation will include, but not be limited to, County/Private partnerships, County/City partnerships, private non-profit and technical assistance providers.

POLICY HOU 1.6.1 Program Information. Escambia County will continue its housing outreach program to assure dissemination of housing information.

POLICY HOU 1.6.2 Non-discrimination. Escambia County will enforce its nondiscrimination policies and provisions so as to ensure access to housing opportunities by all segments of the County’s population.

POLICY HOU 1.6.3 Low-Interest Mortgage Loans. Escambia County will cooperate with appropriate local, state and federal agencies to facilitate bond-backed low-interest mortgage loans for homes purchase by qualified individuals or families.

POLICY HOU 1.6.4 Housing Finance Authority. Escambia County will participate with the Escambia County Housing Finance Authority (HFA) in the issuance of bonds to provide low interest mortgage loans for home purchases by qualified families.

POLICY HOU 1.6.5 State and Federal Assistance. Escambia County will participate in affordable housing programs as made available by the state, federal, or other appropriate agencies.

POLICY HOU 1.6.6 Neighborhood Enterprise Division. Escambia County will provide affordable homeownership and home repair assistance opportunities for moderate, low, and very low income homebuyers and homeowners.

POLICY HOU 1.6.7 SHIP Fund Initiatives. Escambia County will use State Housing Initiatives Partnership (SHIP) Program funds to expand and/or enhance ongoing activities designed to develop new affordable housing initiatives conforming to the statutory requirements of Florida Statutes.

Chapter 10: Infrastructure Element

The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the public health, safety, and general welfare of Escambia County’s citizens.

GOAL INF 1 WASTEWATER

Escambia County will ensure the provision of environmentally safe and efficient wastewater collection, treatment, and disposal concurrent with the demand for such services.

OBJECTIVE INF 1.1 Provision of Wastewater Service

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

POLICY INF 1.1.1 Service Agreements. Wastewater service will be provided at established levels of service within Escambia County consistent with the Interlocal Agreements between the County and the ECUA, the

Escambia County Utilities Authority Act, Chapter 2001-324, Laws of Florida, and agreements with other wastewater providers.

POLICY INF 1.1.2 Provider Consistency with Plan Escambia County will coordinate with ECUA and other providers relative to their capital improvements and program formulation to assure consistency with this Comprehensive Plan.

POLICY INF 1.1.4 Required Septic Tank Retirement. Escambia County will, in coordination with the Escambia County Health Department and wastewater service providers, require all onsite sewage treatment and disposal system (i.e., septic tank) users to connect to an available central sewer system within the times prescribed by Florida Statutes. Sewer availability shall also be as defined in Florida Statutes.

POLICY INF 1.1.5 Coordination on System Expansions. Escambia County will coordinate with ECUA and other wastewater service providers on the extensions of sanitary sewer collection lines and the increase in capacity of wastewater treatment facilities to meet future needs.

GOAL INF 3 STORMWATER MANAGEMENT

Escambia County will ensure the provision of environmentally safe and efficient stormwater management concurrent with the demand for such services.

OBJECTIVE INF 3.1 Provision of Stormwater Management

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies and protection of natural resources.

POLICY INF 3.1.2 County System Improvements. Escambia County will continue its practice of enhancing localized and regional drainage systems to increase the LOS associated with development prior to current stormwater management requirements.

Chapter 13 Recreation and Open Space Element

The purpose of the Recreation and Open Space Element is to ensure adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities. These facilities may include, but are not limited to, natural reservations, parks and playgrounds, trails, beaches and public access to beaches, open spaces and waterways.

LAND DEVELOPMENT REGULATIONS

The CRA Oakfield Redevelopment District land is divided into seven zoning categories. Three primary zoning categories are represented in the district; **medium density residential, heavy commercial/light industrial** and **high density mixed use**. As with land use, the share of each zoning designation reflects the dominance of the corresponding land use, with residential occupying 63.44% of the total acreage, heavy commercial/light industrial, occupying 22.55%, and commercial representing 13% (Table 2.2). The CRA Oakfield Redevelopment District zoning categories are mapped in Figure 2.5 and described below.

Zoning Category	Acreage	%
HDMU	285.45	14.48%
HDR	253.78	12.87%
MDR	636.14	32.27%
HC/LI	508.66	25.80%
HC/LI-NA	3.98	0.20
Commercial	271.90	13.79%
Recreation	11.65	0.59%
Total	1,187.06	100%

TABLE 2.2 DISTRIBUTION OF ZONING CATEGORIES,
 ESCAMBIA COUNTY GIS

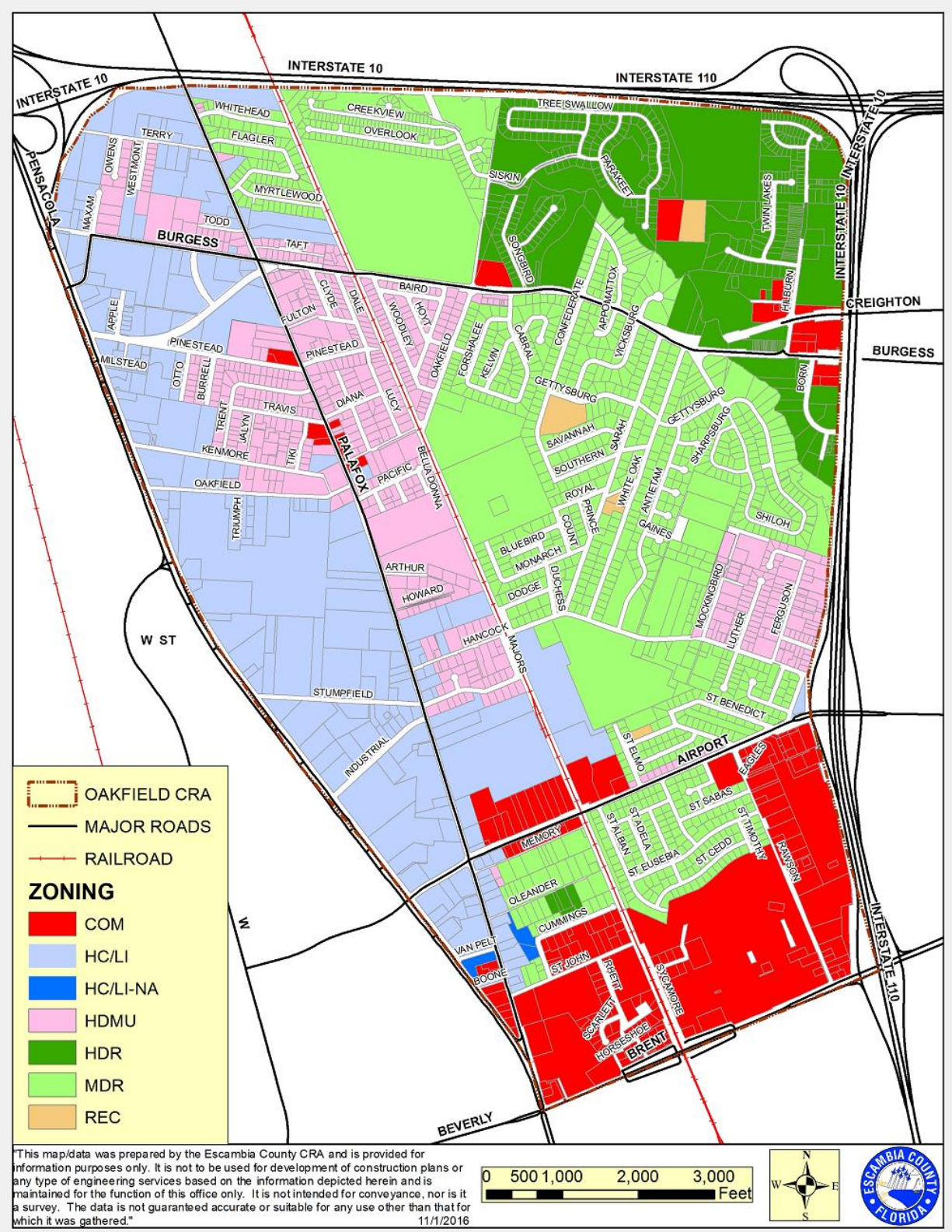


FIGURE 2.5: ZONING CATEGORIES IN THE OAKFIELD REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

High Density Mixed-use district (HDMU): The High Density Mixed-use 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.

High Density Residential district (HDR): The High Density Residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the Medium Density Residential district. Residential uses within the HDR district include most forms of single-family, two-family and multi-family dwellings. On residential uses within the district are limited to those that are compatible with urban residential neighborhoods.

Medium Density Residential district (MDR): The Medium Density Residential district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

Heavy Commercial and Light Industrial district (HC/LI): The Heavy Commercial and Light Industrial 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.

Heavy Commercial and Light Industrial NA designation (HC/LI-NA): Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, micro-distilleries, micro-wineries, bars, nightclubs or adult entertainment uses on the rezoned property.

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

Recreation district (Rec): The Recreation district establishes appropriate areas and land use regulations for outdoor recreational uses and open space. The primary intent of the district is to preserve and maintain parcels of land necessary or used for a system of public and private parks providing both active and passive recreational activities and amenities. Indoor recreation facilities are allowed within the Recreational district if customarily incidental to the principal outdoor uses. Non-recreational uses are severely limited to ensure the preservation of district lands and provision of adequate areas for public recreation. New or expanded residential development is generally prohibited.

PARCEL SIZE

The size of parcels (Fig. 2.6) has a significant impact on redevelopment potential for any proposed project. Typically, older subdivision plats and commercial properties may be too small for redevelopment and may exhibit non-conformance with current zoning codes.

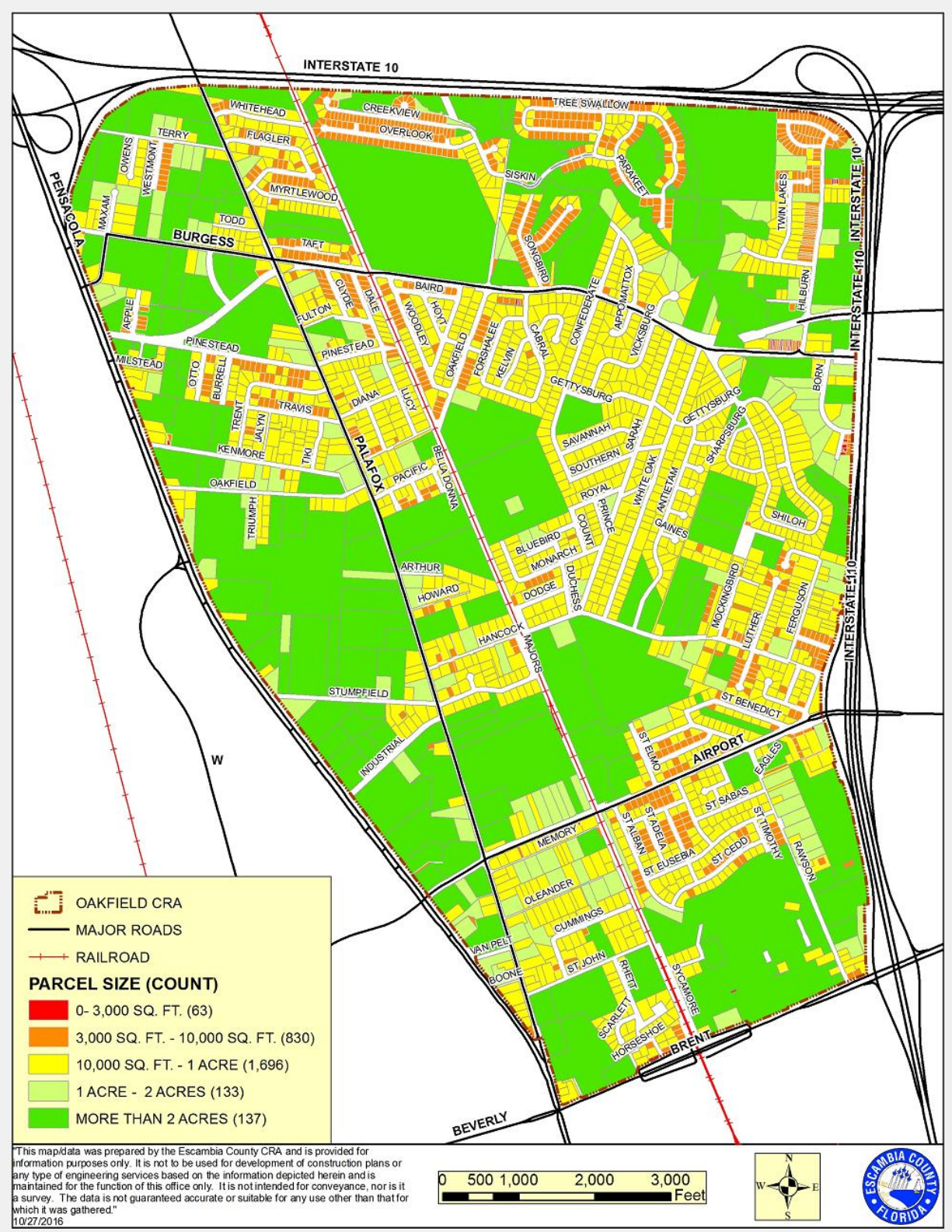


FIGURE 2.6: PARCEL SIZE IN THE OAKFIELD REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

Table 2.5 summarizes the parcel counts and distribution of various parcel sizes. The majority, (51%), of parcels in the CRA Oakfield Redevelopment District are between 3,000 square feet to 9,999 square feet. The next most common parcel size (39%), are parcels that are between 10,000 square feet-1 acres (43,560 square feet) in size. The next most common parcel size in are lots that are less than 3,000 square feet, representing nearly 5% of the district. The remaining parcels, (4.8%), are 1 acre or above.

Parcel Size	Count	Percent
< 3,000 square feet	63	2.20%
3,000 – 9,999 square feet	830	29.03%
10,000 square feet – 1 acre	1,696	59.31%
1-2 acres	133	4.65%
> 2 acres	137	4.79%
Total	2,859	100

Table 2.5: DISTRIBUTION OF PARCEL SIZE, Escambia County GIS

Inadequate parcel size may become a significant deterrent for redevelopment efforts. The smaller properties are often limited by their size in relation to parking and setback requirements, stormwater retention standards, landscaping requirements, and other land development regulations. In addition, contemporary development trends favor larger sites for redevelopment as it offers the flexibility to provide a variety of uses and a mix of activities. It also reduces the complexities involved with assembly of smaller parcels to support large scale redevelopment projects.

HOUSING CONDITIONS

Housing conditions in the CRA Oakfield Redevelopment District is in many areas are in fair, poor condition, and the distribution of substandard housing is scattered across the entire District (Fig. 2.7), while the neighborhoods of Rosemont, Victory Heights, Oakfield Estates and Belle Meade contain a relatively higher concentration of poor quality housing.

CRA staff conducted a neighborhood housing survey throughout the entire CRA Oakfield Redevelopment District. Area houses were evaluated based upon the following established conditions criteria:

1. **Excellent condition** – None or very minor repair required.
2. **Good condition** – Possibly requiring paint. There may be evidence of aging. No structural repair necessary.
3. **Fair condition** – Repair or rehabilitation is required. Shingles may be missing or curling. There may be evidence of the need for energy improvements and new roofing may be required as well.
4. **Poor condition** – Obvious structural damage exists. The Entire Structure may be leaning, the floor may be settling in places, and there may be evidence of water damage.
5. **Dilapidated condition** – Typically beyond feasible rehabilitation and in need of demolition. The building may be burned out or otherwise structurally unsafe. Portions of the structure may already be down.

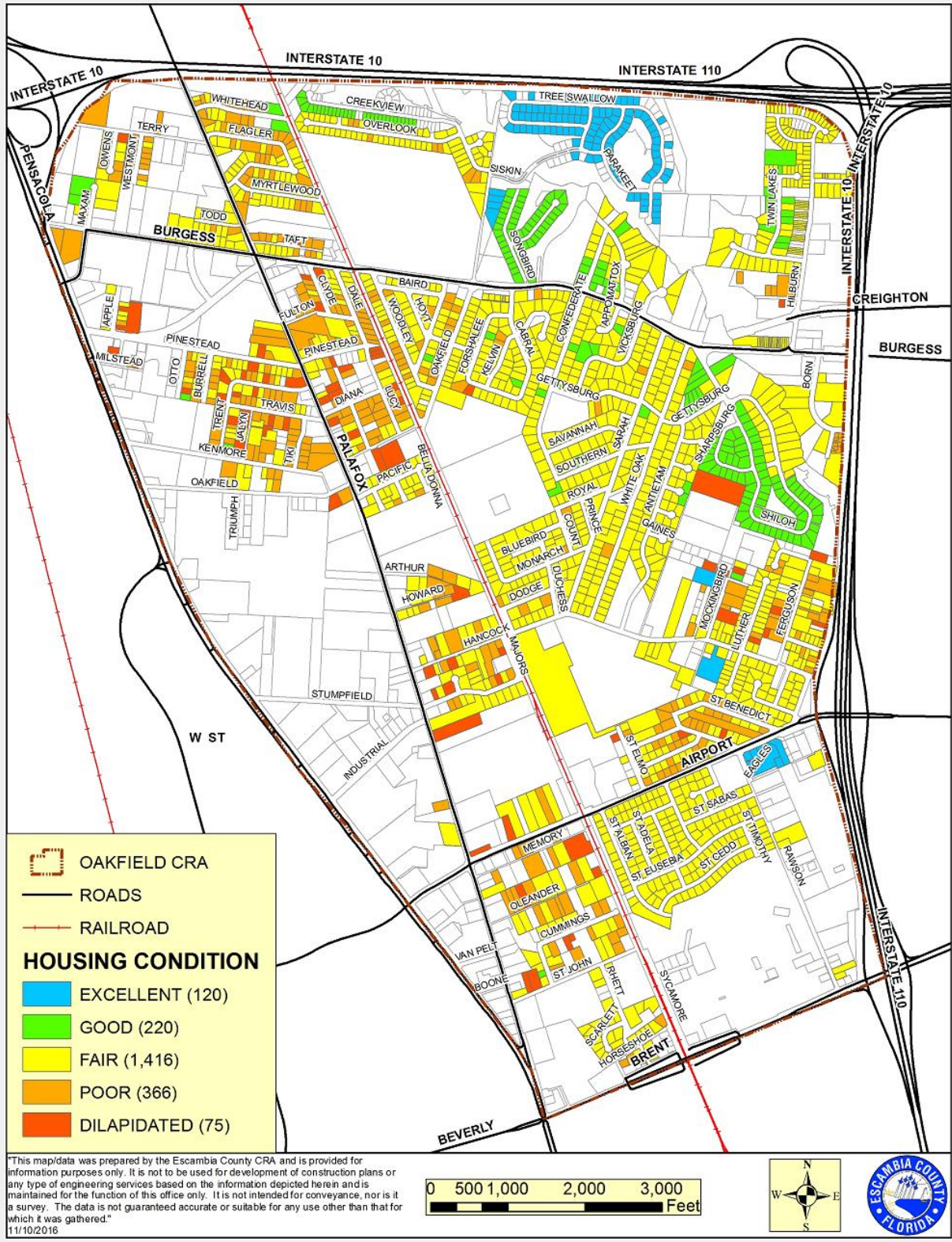


FIGURE 2.7: HOUSING CONDITIONS IN THE OAKFIELD REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

Conditions of deterioration in a neighborhood are a negative influence on surrounding residents, and the condition of these units can be a deterrent to continuing investment and maintenance of other units. Of the 2,197 houses in the CRA Oakfield Redevelopment District, over 20% are in either poor or dilapidated condition, a little over half, 64% of the housing stock, is in fair condition. Only 10% of the existing homes are in good condition and 120 homes (5.46%), are in excellent condition.

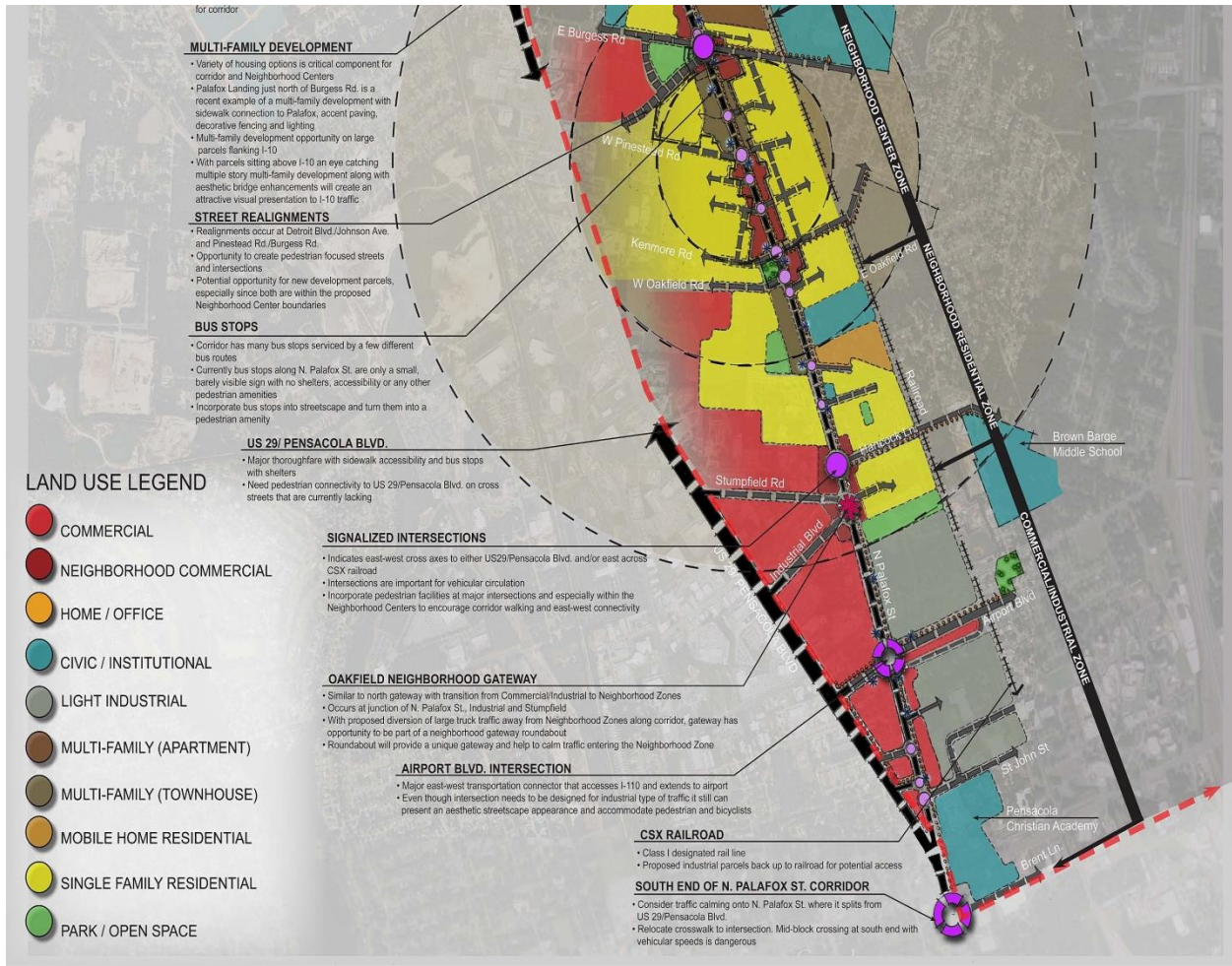
TRANSPORTATION AND INFRASTRUCTURE

Vehicular circulation through the CRA Oakfield's Redevelopment District's commercial corridors were logically and efficiently planned but, did not account for future development and additional traffic. Pensacola Blvd. (Highway 29) serves as the primary arterial thoroughfare, high-capacity urban road. This primary road runs directly along the west perimeter of the district. North Palafox Street, running north to south, serves as a functionally classified urban collector. Two major intersections along North Palafox Street are Airport Blvd. and Burgess Road. A CSX rail line is located east of North Palafox Street and creates a buffer between the busy street and the residential neighborhoods east of the rail line.

Effective barriers bounding the CRA Oakfield Redevelopment District are I-110, I-10, US 29 and Brent Lane. The grid pattern is very limited at the north end of the District. North Palafox Street does not connect directly to Brent Lane at the southern end of the district. The remainder of the district is served by suburban street layouts connecting neighboring residential areas and local businesses.

There are pockets of areas, both north and south of the district, where the residential roads end and do not connect to other neighborhoods. For example, in the north-west section of the district, neighborhoods end at the railroad tracks and do not connect to the neighborhoods located directly across the tracks. That causes a disconnection between those neighborhoods. In the center of the district, there are neighborhoods with cul-de-sacs that do not connect to the adjoining neighborhoods.

To assist with traffic flow in the area, a Street Corridor Management Analysis was conducted in 2015, by the Florida-Alabama Transportation Planning Organization. The Oakfield Area portion of the Study map, with identified key issues, is shown here:



Source: NORTH PALAFOX CORRIDOR MANAGEMENT STUDY-11/2015

This Roadway Traffic Analysis was done to identify operational and access management improvements and necessary priorities to support all modes of transportation including roadway capacity, public transit and bicycle and pedestrian movements. A summary of proposed improvements included combining buffered bike-pedestrian lanes with rain gardens, a roadway lane reductions at the intersection of North Palafox Street and Airport Boulevard, a Roundabout at the intersection of Stumpfield Road/Majors Road and Industrial Boulevard, access management/driveway modifications, a re-designed bridge modification at the I-10 Overpass and corridor-wide transit improvements.

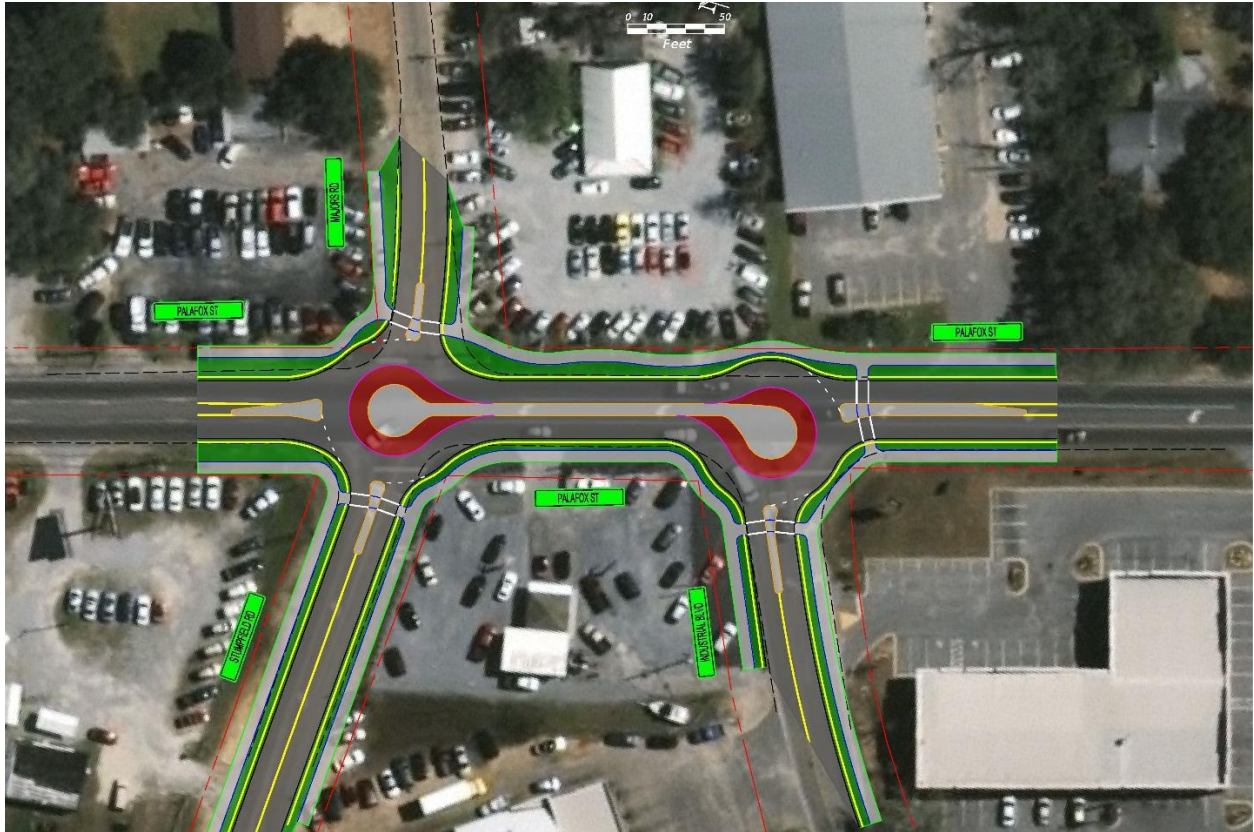
The following diagrams are examples of Alternative Design Concepts taken from the Study:



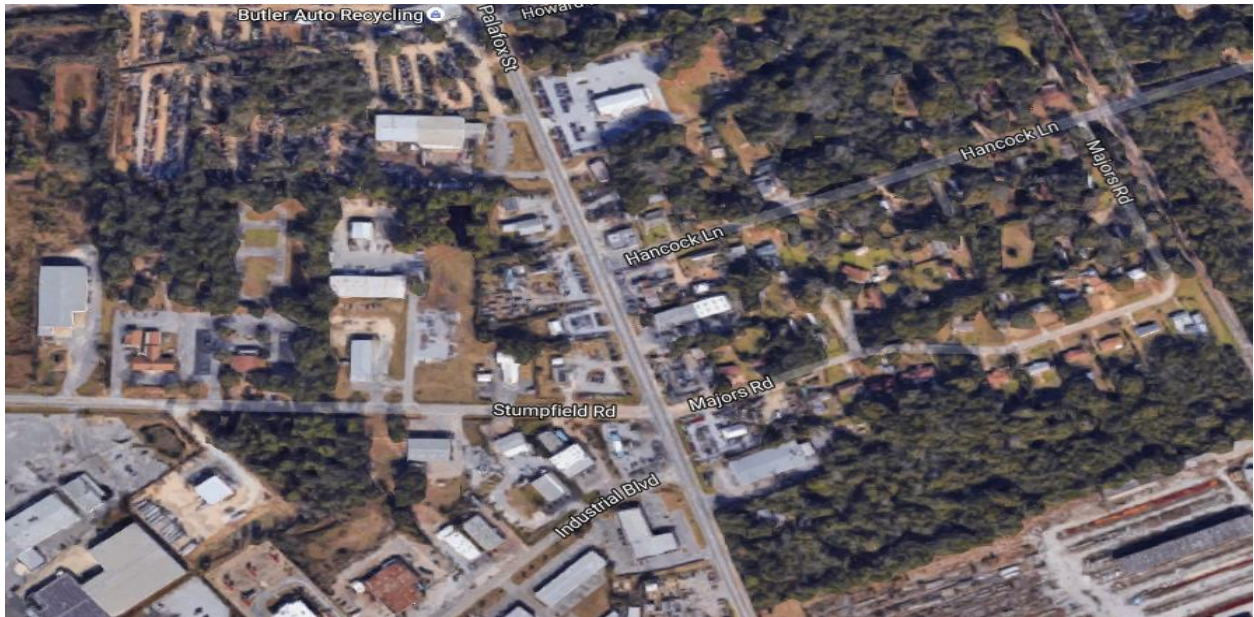
N. Palafox Street Combination Bike-Ped Lane with Rain Gardens



N. Palafox Street Combination Buffered Bike-Ped Lanes with Rain Gardens



STUMPFIELD RD/MAJORS RD/INDUSTRIAL BLVD. ROUNDABOUT CONCEPT: PHOTO-NORTH PALAFOX CORRIDOR MANAGEMENT PLAN



CURRENT INTERSECTION OF STUMPFIELD RD/MAJORS RD. AND INDUSTRIAL BLVD., GOOGLE MAPS

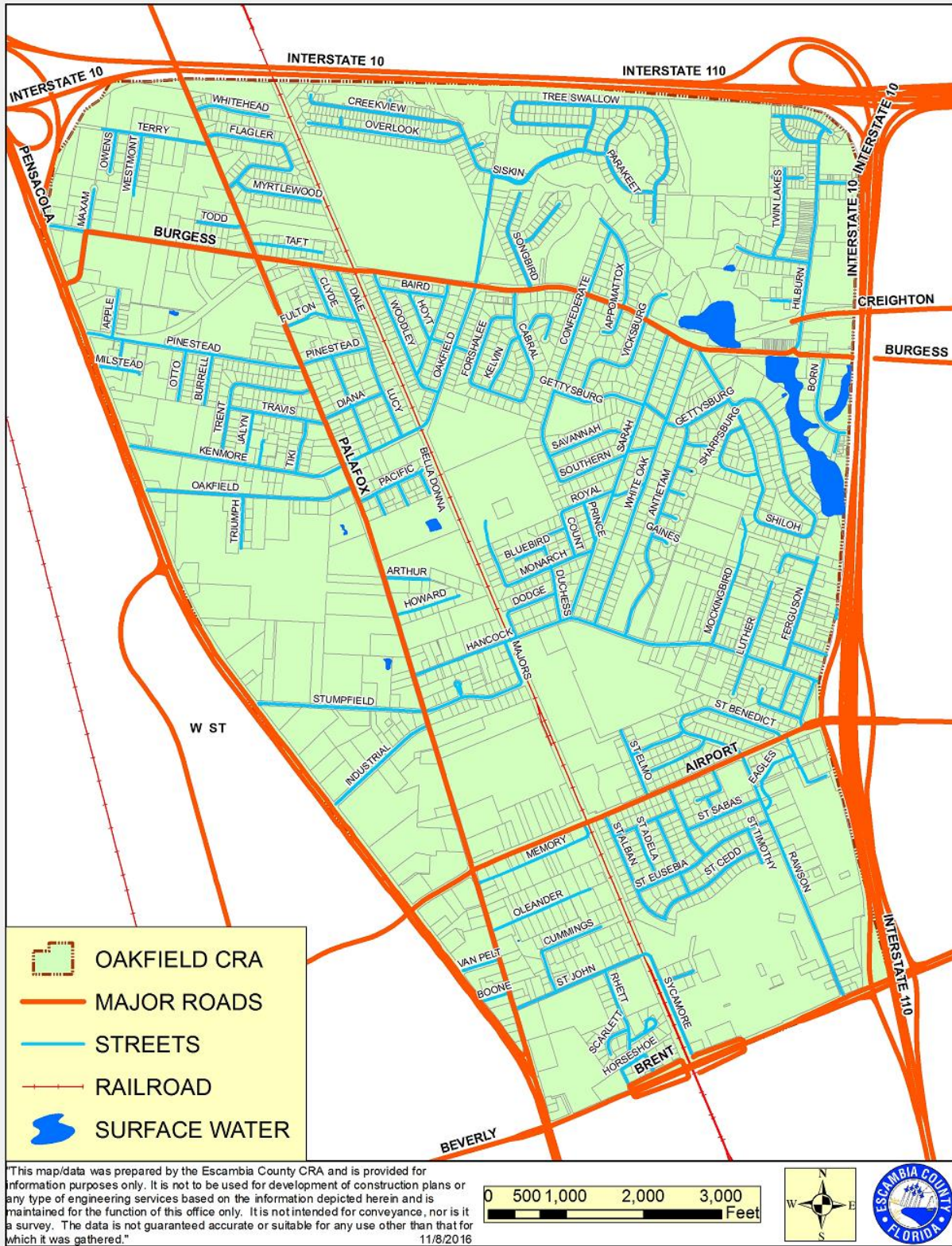


FIGURE 2.8: VEHICULAR CIRCULATION IN THE OAKFIELD REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

PEDESTRIAN CIRCULATION

Pedestrian circulation in the CRA Oakfield Redevelopment District is noticeably deficient in the largest section of residential areas. Except for a few residential streets, the district has no consistent residential sidewalk networks. Currently, there are sidewalks located on both sides of Overlook Drive, both sides of Creighton Road in the north-east section of the district, both sides of Airport Blvd., the west side of Pensacola Blvd. (Highway 29), from Stumpfield Road to Brent Lane and the north side of Brent Lane at the southern boundary of the district. There are small pockets of sidewalks on Hilburn Road, W. Pinestead Road, St. Cedd Avenue and St. Timothy St.

Creekview Drive has sidewalks on the south side for a small portion entering off Burgess Rd. Hancock Lane has sidewalks on the south side from Antietam to Airport Blvd. Rawson Lane has sidewalks on the east side approximately half way between Airport Blvd. and Brent Lane, the remainder of the road has sidewalks on the west side. There are very small pockets of sidewalks on one side of the road in the south west section of the district but, most the Oakfield Redevelopment District remains void of connecting sidewalks and bike paths.

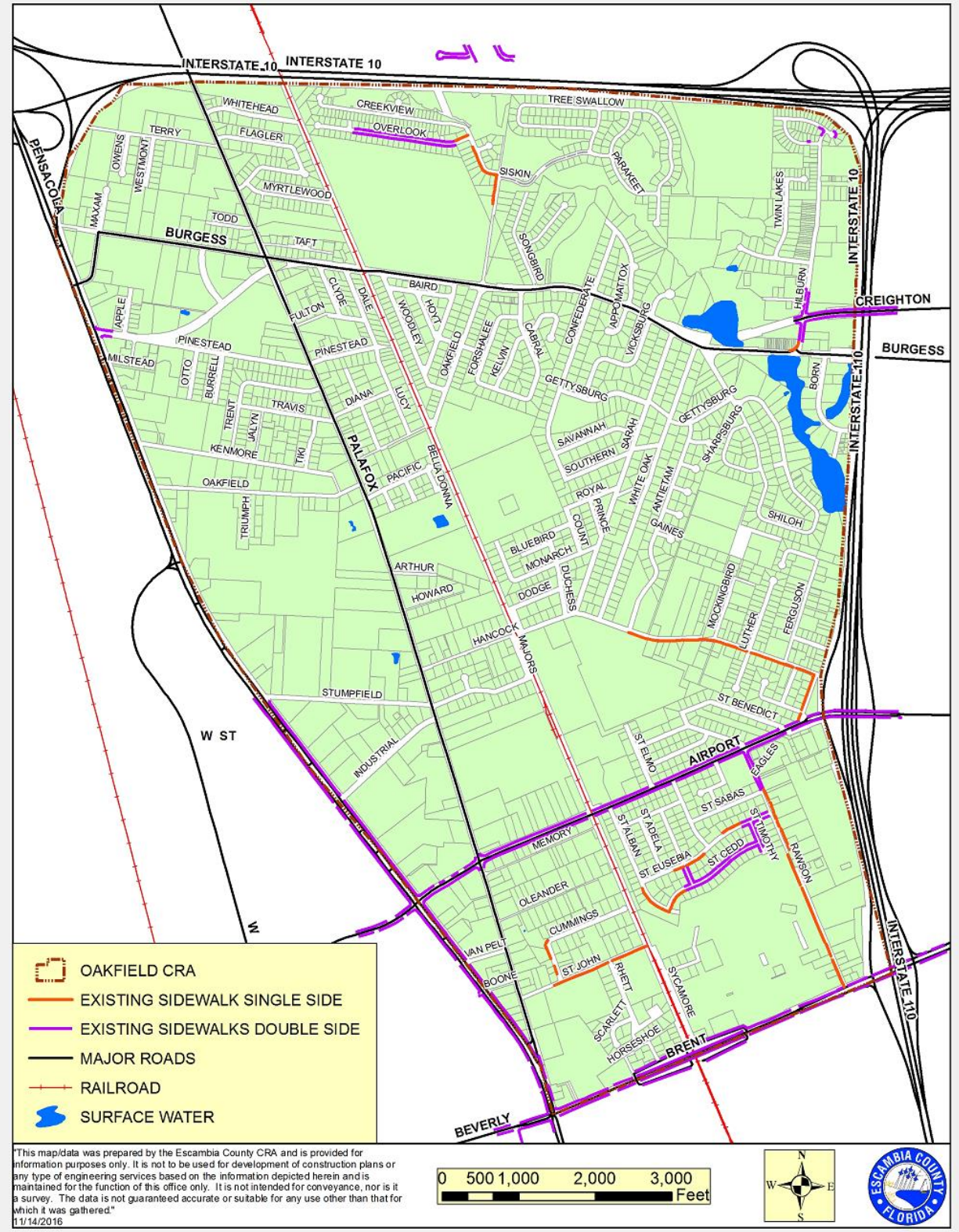


FIGURE 2.9: SIDEWALKS IN THE OAKFIELD REDEVELOPMENT AREA, ESCAMBIA COUNTY GIS

SANITARY SEWER

The sewer network in the CRA Oakfield Redevelopment District is limited to the east and south side and lateral lines need expansion. To the left of N. Palafox St., lateral sewer lines are almost non-existent. Commercial investment is hindered along this street, a major commercial corridor, because of the lack of sewer connection. Connecting neighborhoods are also in need of sewer connection to the left of the CSX Rail Road crossing. Without connection, residential development or infill housing projects must provide septic tanks on site. With the parcel sizes in this district mostly being small, this may become a deterrent for redevelopment efforts and limit redevelopment potential for the area.

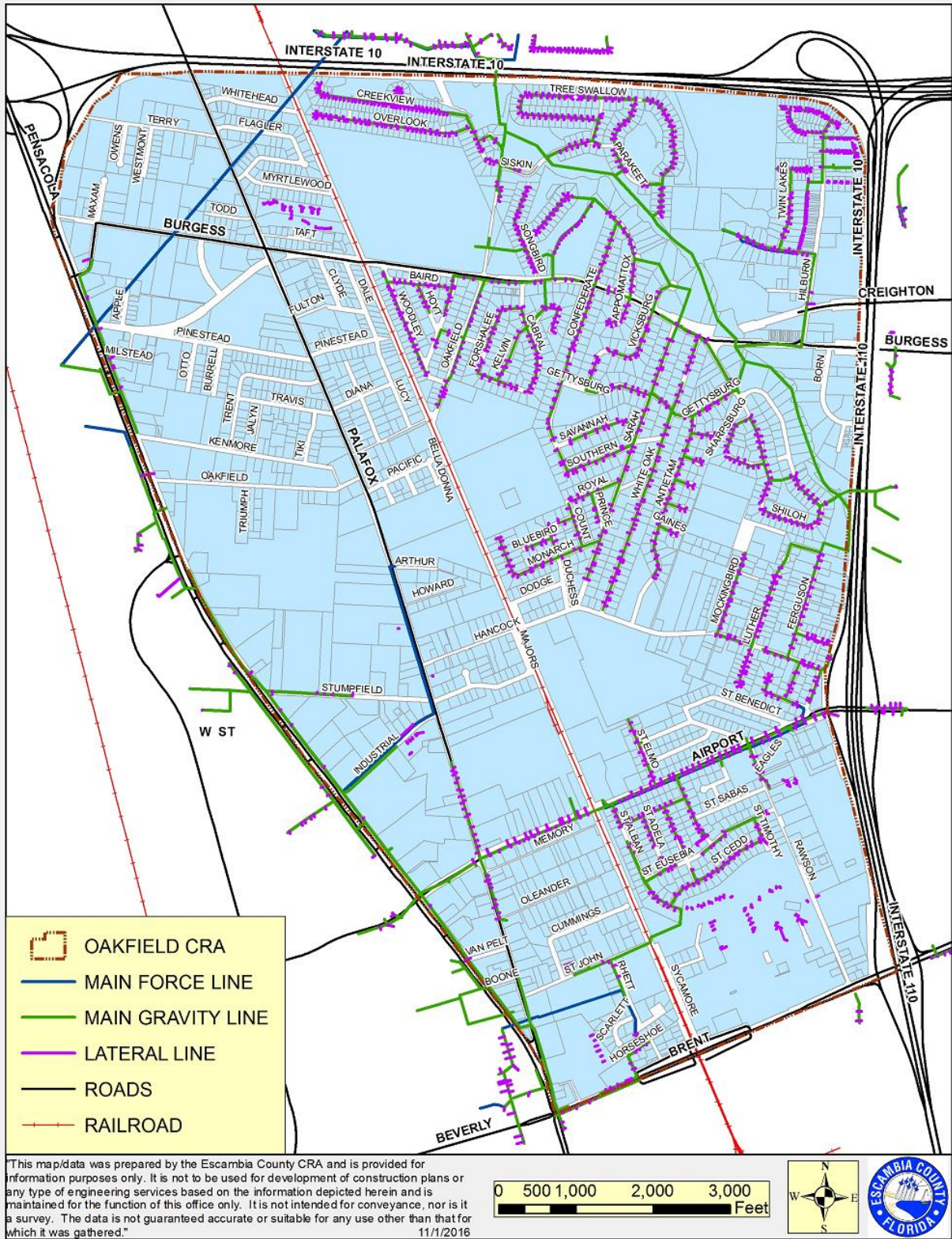


FIGURE 2.10: CURRENT SEWER LINES IN THE OAKFIELD REDEVELOPMENT DISTRICT, ESCAMBIA COUNTY GIS

DEMOGRAPHICS

This section uses data provided by Nielsen Site Reports as compiled by the Hass Center of University of West Florida and the Environmental Systems Research Institute (ESRI), to discuss the demographic, housing and economic conditions in the CRA Oakfield Redevelopment District and compare them to the same conditions across Escambia County.

POPULATION

The CRA Oakfield Redevelopment District's population (Table 2.6) has been near stable over the past ten years and is expected to remain so in the future. The 2016 estimated population is 10,656 and the estimated population for 2021 is 10,936. Population in the district increased 10% from 2010-2016, but is only projected to increase 2.63% from 2016-2021. This indicates the Oakfield Redevelopment District will grow at and even pace with the County. In the period from 2010-2016, Escambia County grew 5.77% with a population growth rate of 0.17% and projected growth rate for the county is expected to pick up 2.70% from 2016-2021.

POPULATION Location	2010	2016 (estimated)	% change from 2010	2021 (estimated)	% change from 2016
Oakfield CRA	9,610	10,656	10.88%	10,936	2.63%
Escambia County	297,619	314,788	5.77%	323,454	2.70%

TABLE 2.6 POPULATION, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

HOUSEHOLDS

Household figures (Tables 2.7 and 2.8) are important indicators of housing demand, household characteristics, and market potential in a community. The 2015-2020 projected percent increase of households in the CRA Oakfield Redevelopment District (4.53%) is less than the rate of household growth in Escambia County (5.46%).

HOUSEHOLDS Location	2010	2016 (estimated)	% change from 2010	2021 (estimated)	% change from 2016
Oakfield CRA	2,557	2,753	7.66%	2,840	11.07%
Escambia County	116,238	121,477	4.51%	125,607	3.30%

TABLE 2.7 HOUSEHOLDS, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

Median household income is another very significant indicator of an area's economic strength. The CRA Oakfield Redevelopment District's median household estimated income in 2016 is \$38,897. Escambia County's estimated median income in 2016 is \$63,300. The discrepancy in Oakfield's median income is \$24,403 or 62.77% less than the County's median income.

HOME OWNERSHIP RATE IN 2016	Oakfield	Escambia County
% Owner-occupied	59.50%	64.40%
% Renter-occupied	43.40%	35.17%

TABLE 2.8 HOME OWNERSHIP RATES, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

The CRA Oakfield Redevelopment District's median owner-occupied house value estimated in 2016 is \$98,576, compared to Escambia County's median owner-occupied house value of \$130,434, with a difference of \$31,858 or 32.32 % less than the County's median owner-occupied houses.

ETHNIC COMPOSITION

In 2016 estimates, compared to Escambia County the CRA Oakfield Redevelopment District is estimated to be close in ethnicity. (Table 2.9). The District has 1.25% fewer white residents and 2.37% less black/African American residents, than the county.

ETHNIC COMPOSITION	OAKFIELD CRA	ESCAMBIA COUNTY
White	67.40%	68.65%
Black or African American	20.00%	22.37%
Amer. Indian or Alaska Native	0.06%	0.87%
Asian	6.50%	3.20%
Native Hawaiian and Pacific Islander	0.40%	0.16%
Other	1.60%	1.40%
Two or more races	3.20%	3.50%

TABLE 2.9: ETHNIC COMPOSITION, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

AGE

The 2016 estimated age breakdowns range in similarity in the CRA Oakfield Redevelopment District and Escambia County (Table 2.10). In the district, 74% of the population is over 19 years of age while countywide the percentage is 81%. Comparison of the elderly population is a little less than half. In the Oakfield District, the greatest age comparison difference is in the age group of 5-14, which is less than half of Escambia County, yet the age group of 15-19 is more than half compared to Escambia County. The CRA Oakfield District has about 0.31% more young children (pre-school) and 4.24% less school-aged children than found countywide.

AGE	OAKFIELD CRA	ESCAMBIA COUNTY
0-4	5.20%	6.00%
5-14	6.90%	11.40%
15-19	15.80%	7.30%
20-44	47.30%	33.70%
45-64	15.20%	24.80%
65+	9.00%	15.50%

TABLE 2.10: AGE, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

EMPLOYMENT

In 2016 estimates, the total estimated working-age population in the CRA Oakfield Redevelopment District was 4,471, of those, 3,891 are employed outside of the home. In 2016, it is estimated there will be 752 residents unemployed (7.6%) and 784 residents retired (7.8%). Of these workers (Table 2.11), the highest percentages are employed in Services (48.32%) and Retail Trade (20.00%).

EMPLOYMENT BY MAJOR DIVISION	OAKFIELD CRA	ESCAMBIA COUNTY
Agriculture, Forestry & Fishing	11.00%	0.80%
Construction	8.72%	5.66%
Finance, Insurance & Real Estate	2.51%	3.60%
Manufacturing	3.11%	4.40%
Mining	0%	0%
Public Administration	4.34%	15.00%
Retail Trade	20.00%	18.50%
Services	48.32%	43.70%
Transportation, Communications, Electric, Gas & Sanitary Services	3.67%	4.60%
Wholesale Trade	9.25%	3.20%

TABLE 2.11: EMPLOYMENT, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

EDUCATION

Economic conditions in a community are often analyzed through indicators such as per capita income, median and average household incomes, employment rate, educational attainment, labor force participation, and poverty rate, but there may be correlations as well between income performance and educational attainment.

As shown in Table 2.12, it is estimated that in 2016, 28% of CRA Oakfield Redevelopment District residents will have received their high school diploma, while an additional 29% have attended college (with nearly 14% of the population attaining a Bachelor's Degree). It is estimated that 7% of the adults will not complete high school.

In comparison with the CRA Oakfield Redevelopment District to the county the difference indicates a slightly lower post-secondary educational attainment but, a marginal higher percentage of adults attending college with no degree. The CRA Oakfield Redevelopment District leads the county with the percentage of adults who have obtained a Master's Degree.

EDUCATIONAL ATTAINMENT	OAKFIELD CRA (population 25+ in 2016)	ESCAMBIA COUNTY (population 25+ in 2016)
Less than 9 th grade	1.80%	2.70%
Grades 9-12	5.50%	8.50%
No School Completed	0.70%	0.80%
High School Graduate (or GED)	28.90%	28.52%
Some College, no degree	29.20%	23.70%
Associate Degree	10.50%	11.80%
Bachelor's Degree	13.30%	15.30%
Master's Degree	9.70%	8.30%

TABLE 2.12: EDUCATIONAL ATTAINMENT, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

INCOME

In 2014, residents of the CRA Oakfield District, on average earned 59.72% less than a resident residing elsewhere in Escambia County. This is a significant difference since the difference in median income in Oakfield is more than half of the median income than in the county. There is a higher percentage of residents in the \$15,000 - \$24,999 income range than compared county-wide.

This data clearly indicates the inability of the typical resident living within the CRA Oakfield Redevelopment District to afford a new house or to rehabilitate an existing home, without assistance. This also attributes to the homes in the District being mostly rental properties since those types of homes tend to be lower income properties.

In areas where the income brackets are lower than the average, there is an increase in crime, increased code violations, residents that do not own personal vehicles and a lack of affordable housing.

INCOME BRACKETS	OAKFIELD CRA	ESCAMBIA COUNTY
2015 Estimated Income	\$31,186	\$58,243
2014 Median Income	\$26,417	\$45,453
<\$15,000	27.81%	15.44%
\$15,000 - \$24,999	19.74%	12.08%
\$25,000 - \$34,999	17.30%	13.48%
\$35,000 - \$49,999	19.13%	15.82%
\$50,000 - \$74,999	10.01%	17.37%
\$75,000 - \$99,999	4.43%	12.13%
\$100,000 - \$124,999	1.23%	5.68%
\$125,000 - \$149,000	0.17%	2.68%

\$150,000 - \$199,000	0.13%	2.93%
\$200,000-\$249,000	0.05%	0.95%
\$250,000-\$499,000	0.00%	1.12%
\$500,000+	0.00%	0.33%

TABLE 2.13: INCOME BRACK ETS, 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

CRIME

It is not difficult to establish an understanding of crime trends in the CRA Oakfield Redevelopment Area (Table 2.14). The data shows in 2012 there was a crime spike and it was a particularly bad year in nearly every respect; murder, aggravated assault/battery, burglary/break-and-enter, larceny, motor vehicle theft and narcotic charges were the highest in recent memory or above average. Those numbers have slightly declined in more recent years and could be a direct result of more citizen awareness/involvement and crime prevention sweeps conducted by the Escambia County Sheriff's Department.

TOTAL INCIDENCE OF CRIME Location	2009 Reports	2010 Reports	2011 Reports	2012 Reports	2013 Reports	2014 Reports	2015 Reports	Totals
CRA Oakfield District (pop. 6,930)								
Murder/Negligent Manslaughter	0	0	0	2	0	0	0	2
Forcible Sex Offenses	10	4	7	6	4	8	2	41
Robbery	10	13	13	12	9	8	9	74
Aggravated Assault/Battery	15	24	33	22	31	31	22	178
Burglary	85	86	86	114	103	73	89	636
Larceny/Theft	82	113	130	130	111	105	111	782
Motor Vehicle Theft	24	30	40	34	34	30	30	222
Prostitution	3	0	0	0	1	0	0	4
Total	229	270	273	318	293	158	263	1,704
Escambia County (pop. 309,630)								
Murder	15	26	14	15	23	18	20	113
Forcible Sex Offenses	307	313	272	264	224	234	165	1,779
Robbery	534	461	463	412	370	306	319	2,865
Aggravated Assault/Battery	1,392	1,128	1,033	1,269	1,169	1,203	1,260	8,454
Burglary	2,610	2,665	2,600	3,156	2,776	2,356	2,193	18,356
Larceny/Theft	6,593	7,271	7,543	7,579	7,588	6,908	7,148	50,630
Motor Vehicle Theft	630	519	858	550	654	554	524	4,289
Total	11,081	11,983	12,783	13,245	10,304	11,579	11,629	86,486

TABLE 2.14 TOTAL INCIDENCE OF CRIME IN OAKFIELD AND ESCAMBIA COUNTY, ESCAMBIA COUNTY SHERIFF'S OFFICE

CHAPTER 3: CONCEPT PLAN

CONCEPT PLAN PHILOSOPHY

This chapter presents the Concept Plan for future land use and redevelopment within the CRA Oakfield Redevelopment Plan. The Concept Plan elements were conceived based on the priority issues and assets identified during the public workshops and surveys. The Concept Plan presents a general outline of the recommended elements for redevelopment of the CRA Oakfield Redevelopment District followed by a brief description of the objectives and the recommended action strategies to achieve these objectives. The Concept Plan serves as the foundation for future policy decisions by the County. The following general principles form the basis for recommendations and strategies contained in the Concept Plan:

- The Plan identifies, in general, where future land use changes and redevelopment activities should occur to make best use of limited resources and attract desirable businesses and reinvestment.
- The Plan offers a comprehensive strategy from which the Community Redevelopment Agency can plan its activities for the Oakfield Redevelopment District.
- The Plan recommends nodal redevelopment patterns that help create definition throughout the Oakfield Redevelopment District and will help scale neighborhoods to smaller and more accessible levels.
- The Plan emphasizes public safety and the passive means that help achieve this; i.e., street lighting, Crime Prevention through Environmental Designs (CPTED) initiatives, signage, etc.
- The Plan considers business development, particularly small-scale and local enterprise, as the future economic foundation for the Oakfield Redevelopment Area.

In summary, the Concept Plan supports desirable social, physical and economic development strategies as expressed by community stakeholders, including:

- Improving physical conditions and visual character of the area's primary transportation corridors.
- Encouraging infill, renovation, reconstruction and enhancement of single-family residential areas.
- Creating natural centers of social, entertainment, and retail activity that help anchor neighborhoods and form gateways into the CRA Oakfield Redevelopment District.
- Promoting denser and fuller commercial development on Oakfield's main commercial corridors.
- Appropriately buffering non-harmonious adjacent land uses to preserve residential character and help stabilize property values.
- Identifying appropriate locations in the Redevelopment District to introduce mixed-use developments through adaptive reuse, new infill construction and future land use revisions.
- Enforcing code regulations as they apply to housing and property upkeep, visual blight, and safety requirements.
- Enhancing the pedestrian orientation of the CRA Oakfield Redevelopment District by increasing its pedestrian traffic.
- Providing infrastructure, especially sanitary sewer connections to enable infill development of single-family homes and commercial businesses.
- Devising strategies to support increased home ownership and improved housing rehabilitation efforts such as soft second mortgages and low-interest loans without income restrictions.

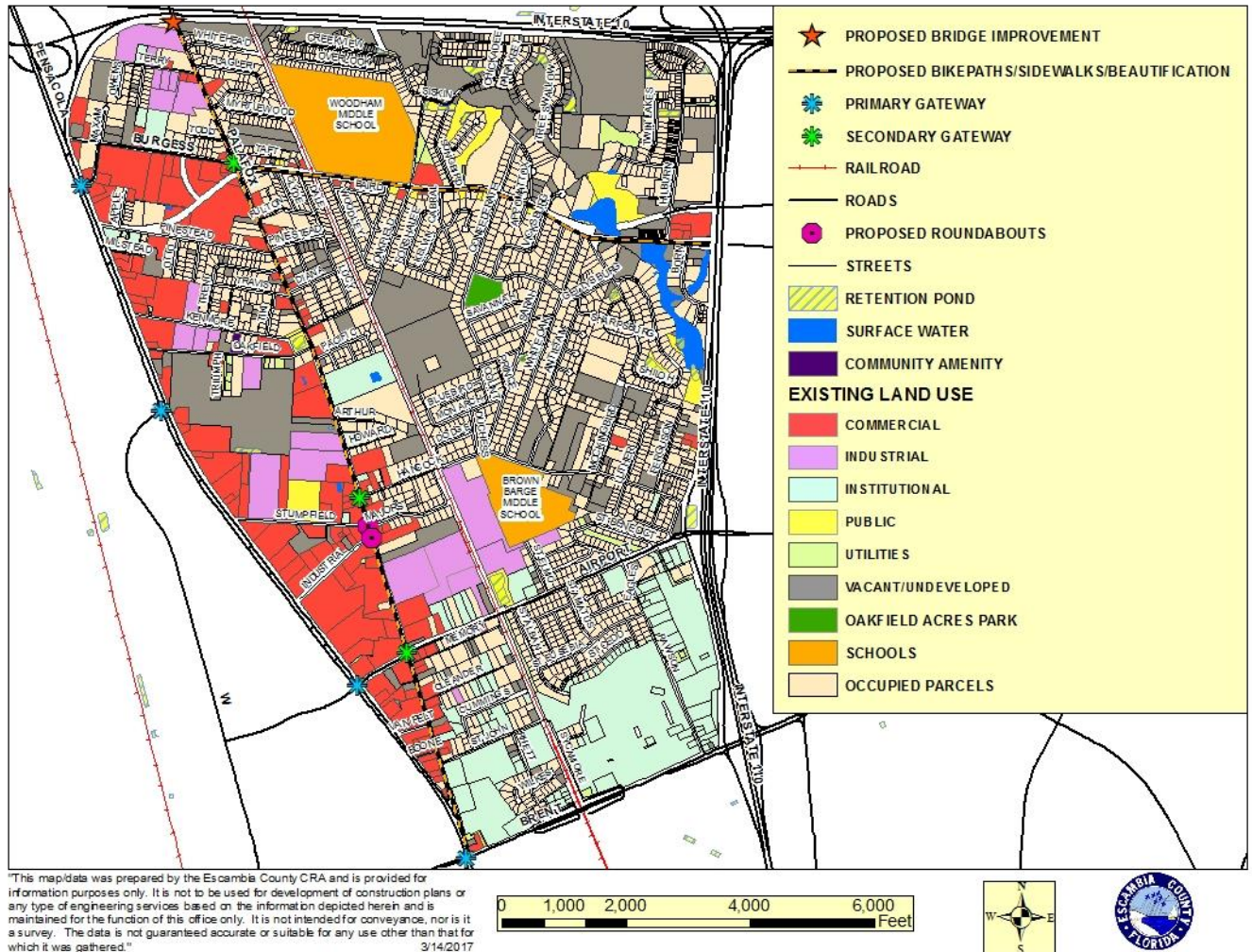


FIGURE 3.1: CONCEPT MAP FOR THE OAKFIELD REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS, CRA STAFF

CORRIDORS

Primary corridors serve as major access routes for vehicular and pedestrian movement. Highly visible and easily accessible business locations are essential components of market development, and effective traffic circulation is an important factor. Primary corridors carry the largest amounts of traffic and are the most recognizable and convenient routes. Integration of transportation and land-use considerations become important in designing primary corridors that are effective at moving traffic, allowing curbside access, and presenting an appealing and welcoming image to motorists and pedestrians alike. Collectors typically are designed for lower speeds and shorter distance travel. Collectors are typically two-lane roads that collect and distribute traffic to/from the largest of proportion of total traffic.

Existing conditions on the Oakfield Redevelopment District’s primary corridors are largely deficient in terms of infrastructure quality, commercial activity, personal safety (sidewalks and bike paths), and aesthetic character. These deficiencies must be addressed to create the conditions that will lead to reinvestment in the Redevelopment Area. The Concept Plan identifies three primary corridor types within the Oakfield Redevelopment Area that could potentially act as catalysts for the redevelopment of the district.

These corridors/collectors are as follow:

1. Primary Commercial Corridors:

Pensacola Blvd. (Highway 29)/N. Palafox St. and Brent Lane

2. Neighborhood Commercial Corridors:

W. Burgess Road/W. Airport Blvd. and Stumpfield Rd.

3. Neighborhood Collectors:

Hancock Ln./W. Oakfield Rd./NE Oakfield Rd. and W. Pinestead Rd.

PRIMARY COMMERCIAL CORRIDORS

Pensacola Blvd. (Highway 29) is the primary north-south route through the CRA Oakfield Redevelopment District. Land use along Pensacola Blvd. is primarily commercial with numerous driveways and access points along the road. Economic vitality along the corridor is moderate with retail, industrial and vacant uses. There are several prominent automobile dealerships located along this primary corridor. Traffic is heavy during peak hours but there have been significant improvements within the past five years.

Running parallel to Pensacola Blvd. is N. Palafox St. For many years, this corridor was the primary route from the south end of Escambia County to the north end. Current road conditions are unsafe and improvements with traffic calming devices, bike paths, etc., would improve safety for vehicles, bicycles and pedestrians.

Brent Lane provides a gateway corridor to the CRA Oakfield Redevelopment District. The portion of the primary roadway at the south end of the district is zoned institutional providing access to Pensacola Christian College and Pensacola Christian Academy. This primary corridor also abuts Interstate 10.

Objective: Integrate existing commercial development into the functional and aesthetic framework of the redevelopment vision that retains the economic benefits of these uses, while improving their visual impact. Establish an identity for the corridor and stimulate quality development in the CRA Oakfield Redevelopment District.

Action Strategies:

- Initiate physical improvements to enhance the overall visual appearance of the commercial corridor. These include constructing elements such as landscaped medians, street lighting, sidewalks, and shared access to adjacent uses.
- Concentrate and consolidate existing commercial uses to prepare for any new development and use the services of a real estate agent and/or the County's land management team to acquire and assemble land for the development of large marketable retail or office sites.
- Identify priority sites for developing neighborhood retail and entertainment centers. These centers would centralize important neighborhood features, such as grocery stores, banks, dry cleaners, restaurants, etc.
- Encourage the possibility of providing business owners and developers with incentives such as a tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Encourage adaptive reuse of underutilized and obsolete commercial uses wherever possible.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Advocate expanding and/or completing sewer infrastructure to properties along the corridor.



EXISTING CONDITION: BRENT LANE AND HIGHWAY 29
GOOGLE MAPS



EXISTING CONDITION: BRENT LANE AND I10 EXCHANGE,
GOOGLE MAPS

NEIGHBORHOOD COMMERCIAL CORRIDORS

Preserving neighborhood character and unity was mentioned as being important to the residents of CRA Oakfield Redevelopment District.

Residential streets provide pivotal links between different neighborhoods, between different uses in the same neighborhoods, and form the road network that residents use to interact with each other. Their character is generally leisurely; narrow laneways, on-street parking, and tree canopies combine to create a sense of tranquility that is unavailable on busier roadways.

Streets with mixed commercial and residential uses, such as West Burgess Rd., West Airport Blvd. and Stumpfield Rd., require modified strategies to properly manage their character and uses. Also, in certain cases, pedestrian infrastructure is deficient or missing, and without a safe or comfortable pedestrian environment, it is likely that such streets will be utilized by residents since they are neighborhood corridors that are utilized to connect businesses and residential neighborhoods.



EXISTING CONDITION: AIRPORT BLVD. AND N. PALAFOX ST.
PHOTO: GOOGLE MAPS



EXISTING CONDITION: N. PALAFOX ST. AND W. BURGESS RD.,
PHOTO: GOOGLE MAPS

Objective: Transform the functional and visual character of the streets as primary neighborhood commercial corridors at a scale that is pedestrian friendly and compatible with the residential neighborhoods. Encourage private sector investment that addresses the needs of the neighborhoods.

Action Strategies:

- Implement physical improvements to enhance the overall visual appearance of these residential corridors. Such improvements should be made to help soften the street view, provide pedestrian comfort and safety, and slow traffic to reasonable speeds. Tree canopy, landscaping, street lighting, sidewalk repair and construction, and vegetative screens to hide undesirable views are all appropriate.
- Encourage neighborhood commercial development that is compatible with the adjacent uses.
- Encourage the possibility of providing business owners and developers with incentives such as tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Focus redevelopment efforts at neighborhood gateway intersections.
- Improve pedestrian safety and amenity where deficient, particularly in the form of street lighting, crosswalks and signals, and sidewalks.
- Increase code enforcement and augment public security.

NEIGHBORHOOD COLLECTORS

There are four vital neighborhood collectors that function as streets and roads that connect neighborhoods within the CRA Oakfield Redevelopment District. Hancock Lane runs west to east and connects neighborhoods with most single-family homes. Northeast Oakfield Rd. and West Oakfield Rd. provide access to neighborhoods that are centrally located in the district. West Pinestead Road serves as a connector running west to east, of many of the commercial businesses within the district to the adjoining neighborhoods.

Small two lane roads/streets such as: White Oak Dr., Sarah Dr., and Antietam Dr. provide connection to neighborhoods located within the eastern section of the district. These collectors run north-south east and run from East Burgess Rd. to Hancock Lane, which is the central hub of the district.

Objective: Maintain and improve the residential character of the neighborhoods. Connect important neighborhood destinations. Enhance the community's sense of place and identity by establishing higher quality architectural design standards in the residential areas.

Action Strategies:

- Implement physical improvements to enhance the overall visual appearance of these residential collectors. Such improvements should be made to help soften the street view, provide pedestrian comfort and safety, and slow traffic to reasonable speeds.
- Encourage adaptive reuse of vacant properties that is compatible with the neighborhoods.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire length of the collector.
- Improve pedestrian safety and amenity where deficient, particularly in the form of street lighting crosswalks and signals, and sidewalks.
- Increase code enforcement and augment public security.



PHOTO SIMULATION OF DESIRED IMPROVEMENTS FOR A NEIGHBORHOOD COLLECTOR, IBI GROUP

GATEWAYS

Gateways are important visual landmarks that reinforce the entrance into any geographic area. They commonly make use of a combination of complementary elements to create a pleasing and welcoming image to residents and visitors. Such elements include signage, landscaping, hard scape features like fountains or plazas, outdoor kiosks or vending stalls, and various forms of retail or dining activity. Gateways, when designed in this manner, help to provide focal points for people to spend time away from work or home. In addition to serving as landmarks, they can be zones of social and retail/dining activity for residents.

In the CRA Oakfield Redevelopment District, there are approximately seven intersections where gateways of primary and secondary magnitude could eventually be improved. The primary ones are located at major intersections, while the secondary ones serve largely residential blocks.

PRIMARY GATEWAYS

All primary gateways can be designed and developed on common principles, with strategies added to each gateway appropriate to the area around it. The implementation of any of these town-center gateways will require close cooperation between the public and private sectors. Escambia County and various state and federal agencies must ensure that public utilities, rights-of-way, zoning requirements can accommodate the proposed primary gateways.

Proposed primary gateway locations:

- Brent Lane and Pensacola Boulevard (Highway 29)
- Pensacola Boulevard (Highway 29) and Airport Boulevard
- Pensacola Boulevard (Highway 29) at North W Street
- Pensacola Boulevard (Highway 29) and W. Burgess Road

SECONDARY GATEWAYS

Secondary gateways are intended to highlight the instance of entering a neighborhood or district. In these cases, signage, landscaping, and paving are combined in ways that draw attention to the intersection and the streets that lead to it. For example, N. Palafox Street is selected as an ideal street to build secondary gateways in Oakfield. It is located parallel to busy Pensacola Boulevard (Highway 29) and represents an important opportunity to brand the entrance into the CRA Oakfield Redevelopment District along a lower-speed corridor.

Proposed secondary gateway locations:

- N. Palafox Street at W. Burgess Road
- N. Palafox Street at Airport Boulevard
- N. Palafox Street at Hancock Lane

Objective: Create additional entrance gateways at critical intersections to create a sense of arrival and neighborhood identity for the CRA Oakfield Redevelopment District.

Action Strategies:

- Install unique landscaping elements and signage directing people to the Oakfield Community.
- Prioritize construction of gateway improvements in conjunction with other planned improvements.
- Establish directional signage programs announcing the entrance to the Oakfield Neighborhood at the identified prime entry points.
- Continue to bury utilities during new construction where feasible to provide safe pedestrian access and improve visual qualities.
- Ensure a coherent design for all the proposed gateways with an integrated landscaping and unified signage theme.



EXAMPLES OF NEIGHBORHOOD GATEWAY DESIGNS. CREDIT: IBI GROUP, INC.

COMMUNITY AMENITIES

Existing community amenities in the CRA Oakfield Redevelopment District are extremely limited. It is proposed in the updated Redevelopment Plan to emphasize new open space, enhance the park facilities and add amenities, such as a Community Center, that encourage outdoor recreation and social interaction.

The Oakfield Redevelopment District only has one Community Park: a 1-acre park with limited amenities. The property on the corner of Royal Lane and White Oak Drive was once used as a park but, is now vacant. The Plan generally provides for additional open space through the development of neighborhood parks, as discussed in Chapter 3.

There is a Community Center privately owned by the Filipino-American Association. This center is not open to the public but it does allow for renting of the facility. The building can be rented for wedding receptions, birthdays, graduations, banquets, etc. Community amenities could be improved by establishing or developing an Oakfield Community Center that would offer necessary amenities and programs that would benefit the art culture, senior citizens, children and the undereducated that reside within the community. Joint-use opportunities will be explored by the Community Redevelopment Agency and local citizens, businesses, property owners and stakeholders.

Objective: Strengthen and enhance the system of parks, trails and open space in the neighborhood providing recreational opportunities for residents of the CRA Oakfield Redevelopment District. Such amenities will be readily accessible and serve to improve the quality of life for residents.

Action Strategies:

- Strategically locate new neighborhood parks/pocket parks that will enhance neighborhood recreational opportunities. Identify such pocket park opportunity sites through acquisition of privately owned vacant, dilapidated or uninhabitable structures, when possible.
- Upgrade the current park (Oakfield Acres Park) providing additional amenities.
- Establish and/or increase the number of Neighborhood Watch Groups and strengthen neighborhood group collaboration.



EXAMPLES OF A TYPICAL ESCAMBIA COUNTY PARK IMPROVEMENT, PHOTO: CRA STAFF

REDEVELOPMENT STRATEGIES

This section of the plan highlights five redevelopment opportunities that could have far-reaching positive impact on the Redevelopment District:

- Commercial Redevelopment and infill
- Infill opportunities for Single and Multi-Family Housing
- Enhancement of the industrial District
- Public Health and Safety
- Encourage Citizen Groups and Civic Pride

COMMERCIAL REDEVELOPMENT AND INFILL

Over 20% of the CRA Oakfield Redevelopment District is vacant, representing a good opportunity for development of underutilized areas and infill development for new businesses.

The concept map (on page 39) identifies vacant parcels that are 1-acre and larger in size. These vacant parcels create opportunities for new development to occur.

Objective: Encourage the redevelopment and infill development of vacant properties with commercial potential. Such economic growth would benefit both the CRA Oakfield Redevelopment District and Escambia County.

Action Strategies:

- Begin the Sign Grant and Commercial Façade, Landscape & Infrastructure Grant programs. Funding through the Oakfield Tax Increment Financing (TIF) reimbursement process and the Community Development Block Grant (CDBG). These grants will allow residents and business owners to redevelop/revitalize properties. The grant programs match property owners by matching dollar for dollar, up to a certain amount or, if the amount of the TIF allows, consider expanding the maximum match to a higher amount.
- Meet with developers to discuss what the County can do to help promote commercial growth in the CRA Oakfield Redevelopment District.



EXAMPLE OF A COMMERCIAL FAÇADE GRANT RECIPIENT, PHOTO: CRA STAFF



EXAMPLES OF A COMMERCIAL SIGN GRANT RECIPIENTS, PHOTO: CRA STAFF

INFILL OPPORTUNITIES FOR SINGLE AND MULTI-FAMILY HOUSING

There are several smaller undeveloped tracts in the CRA Oakfield Redevelopment District that can be utilized for urbanized neighborhoods with single-and multi-family homes. This development can be done in phases of residential construction to prevent congested areas and to promote multi-family housing. As Escambia County continues to grow its economy, new residential development will follow.



EXAMPLE OF A LOW-INCOME QUALIFIED HOME REPAIR IN THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM. PHOTO: CRA STAFF

The Community Redevelopment Agency works with partners such as Escambia County Neighborhood Enterprise Division, Habitat for Humanity, and Community Enterprise Investments, Inc., to coordinate the creation of new affordable housing opportunities. By partnering with a wide variety of agencies and non-profits, a greater pool of funding is available for home repairs and new construction.

Objective: Encourage the redevelopment and infill development of vacant properties with residential potential.

Action Strategies:

- Work with local partners to increase the affordable housing opportunities in the CRA Oakfield Redevelopment District.
- Create community amenities, beautification and streetscapes to make the district a more attractive place to live.
- Use TIF funds to expedite funding of infrastructure improvements in the CRA Oakfield Redevelopment District.



VACANT PROPERTY ON EAST OAKFIELD ROAD, PHOTO: GOOGLE MAPS

ENHANCEMENT OF THE INDUSTRIAL DISTRICT

Light Industrial uses in the CRA Oakfield Redevelopment District are divided mostly between Pensacola Boulevard and N. Palafox St. and run north to south on W Street and North Pace Blvd. There are two large Industrial uses off N. Palafox St. near the intersection of Airport Boulevard. These industrial uses are important economic engines for the community and should be protected by residential encroachment with enhanced buffering and dense landscaping. The CRA offers matching grants up \$10,000 that could be used to improve a landscape buffer for the businesses seeking grant assistance.

Objective: Promote and protect the industrial uses and vacant parcels with a Future Land Use that supports heavy and light industrial jobs.

Action Strategies:

- Promote the CRA's Commercial Façade, Landscape and infrastructure grant to local businesses as a means of improving the buffering of residential uses. Also, use this grant program to help businesses improve the appearance and infrastructure needs to improve the attractiveness of the industrial areas.
- Work with the local and regional Chamber of Commerce businesses to promote infill development on remaining vacant parcels that are zoned for Industrial uses.



EXAMPLE OF A LIGHT INDUSTRIAL BUSINESS ON W. OAKFIELD ROAD, PHOTO: GOOGLE MAPS

IMPLEMENTATION OF THE NORTH PALAFOX STREET CORRIDOR MANAGEMENT PLAN

In 2014, Atkins was commissioned by the Florida-Alabama Transportation Planning Organization to conduct a corridor management plan for N. Palafox Street (CR 95A) with the study limits consisting of U.S. 29 at the south to E. Nine Mile Road in the north – approximately 4.8 miles. The purpose of the corridor management plan was to identify operational and access management improvements and priorities needed to support all modes of transportation including roadway capacity, public transit and bicycle and pedestrian movements.

Recommended improvements to the corridor include (for the Oakfield Redevelopment District section):

- A combination of buffered bike-pedestrian lanes with rain gardens for drainage throughout the district
- A road diet traffic analysis is proposed on North Palafox Street at Airport Blvd
- A dual roundabout at Stumpfield Rd./Majors Rd./Industrial Blvd.
- Access management/driveway modifications throughout the district
- N. Palafox Street/I-10 bridge design modifications
- Transit improvements

The N. Palafox Street Corridor Management Plan was adopted by the Florida-Alabama Transportation Planning Organization by Resolution FL-AL 15-38 on November 3, 2015.

Objective: Assist with Implementing the N. Palafox Street Corridor Management Plan. This plan defines the improvements needed to make the N. Palafox Street corridor a safe, functional, and attractive space.

PUBLIC HEALTH AND SAFETY

Crime and any perception of crime in a CRA Oakfield Redevelopment District creates a negative perception, especially in terms of drugs, prostitution, robberies, etc., and is a major impediment to revitalization for the district and the surrounding areas. As shown in Table 2.14, the incidence of crime, both violent and property, are moderate when compared to other parts of Escambia County.

The Escambia County CRA and the local Oakfield Community continue to work towards the common goal of decreasing and/or eliminating any high crime rates by implementing a comprehensive strategy addressing the need for additional law enforcement, community policing, prevention, intervention and treatment, neighborhood and economic development.

Objective: The CRA will continue to work with the Escambia County Sheriff's Department, Oakfield Neighborhood Watch Groups, Area churches, Commercial businesses and community stakeholders.

Action Strategies:

- Work directly with the Escambia County Sheriff's Department for a more increased presence in the CRA Oakfield District.
- Promote representatives from the Escambia County Sheriff's Department to conduct regular clean-sweeps of the Oakfield District.
- Seek ways to provide counseling for drug abuse and interventions and provide resources for treatment.
- Continue to solicit assistance from citizens for code enforcement violations.
- Support Crime Prevention Programs throughout the community.
- Continue to provide residential and commercial street lighting for safety.
- Install additional sidewalks for pedestrian safety.



EXAMPLE OF SIDEWALK INSTALLATION, PHOTO: GOOGLE MAPS



EXAMPLE OF RESIDENTIAL STREET LIGHTING, PHOTO: GOOGLE MAPS

ENCOURAGE CITIZEN GROUPS AND CIVIC PRIDE

Citizen involvement in the redevelopment of a designated district is critical to its success. Citizen groups, such as neighborhood watch groups or other civic-minded organizations are a great way to advocate for improvements to elected officials. Motivated neighbors also are a great resource to get small projects completed whether it is helping someone paint a house or hosting a park clean-up day. These neighborhood groups will receive support and guidance from Escambia County to maximize their effectiveness in the community.

In the past, the Escambia County CRA hosted a Neighborhood Leadership Summit for the Presidents, Vice-Presidents/Chairs of the neighborhood groups in all the CRA districts. The Summit provided an opportunity to network, exchange information, and learn new ideas/skills. The CRA hopes to continue this practice in the future which will include leaders from the CRA Oakfield Redevelopment District.

Annual festivals are a great way for neighbors to meet and greet each other. In 2014, the Escambia County CRA, in partnership with Artel Art Gallery and Lamar Advertising, introduced their first annual Festival that included an Art Mural Project in the Brownsville CRA District, to encourage revitalization and pride within the community through Art. The festival included music, food, an art exhibition, vendors and resourceful information. There have been two successful festivals since and future annual festivals should be scheduled as neighborhood groups and the local community becomes more involved.



2016, PHOTO: CRA STAFF

Objective: Help foster a sense of civic pride in the CRA Oakfield Redevelopment District through the creation and support of neighborhood groups, beautification projects, neighborhood meetings and festivals.

Action Strategies:

- Work with residents to establish community groups and provide support to help those groups have maximum effectiveness in their community.
- Host an annual Neighborhood Leadership Summit and invite leaders from all CRA Redevelopment areas in Escambia County and the City of Pensacola.
- Work with residents to gauge support for an annual festival or continual block parties.



PICTURES OF A CELEBRATING OAKFIELD FESTIVAL HELD IN 2016, PHOTOS: COUNTY STAFF

RESIDENTIAL PRESERVATION AND ENHANCEMENT

The CRA Oakfield Redevelopment District contains over eighteen neighborhoods. The housing condition is mostly fair with several dilapidated homes scattered across the district. In addition, crime and public safety are also concerns of the community. The efforts to revitalize the area and improve the quality of life should be supported by harmonizing efforts to revitalize and preserve existing neighborhoods and create new ones. The Plan calls for continued neighborhood improvements to create a strong, safe and vibrant community.

To preserve and improve the quality of the existing housing conditions, the Plan recommends utilizing existing incentives such as the CRA's Residential Rehabilitation Grant to encourage housing restoration across the Redevelopment District, and continuing to collaborate with non-profit organizations and faith-based institutions.

To improve neighborhood connections and pedestrian walkability, the Plan suggests enhancing the existing neighborhood character, continuing with public realm improvements to provide a safe and aesthetically pleasing environment, and improving the connections with area local schools, parks, Community Centers and other neighborhood destinations. The Plan also recommends pursuing new development opportunities in the community to develop pocket parks/open spaces and multi-family housing development through land assembly and acquisition, where possible.

Objective: Preserve and enhance the residential character of the neighborhood through investment in public infrastructure and by establishing or promoting programs which supports investments in residential renovations and redevelopment of existing properties.

Action Strategies:

- Continue to utilize the residential improvement grants to encourage housing rehabilitation across the Redevelopment District.
- Follow residential design standards for building renovations and infill development.
- Acquire additional lots or building sites, or execute land exchanges for infill development.
- Actively pursue code enforcement including demolition of dilapidated structures. Parcels that become available because of the demolition may be used for infill housing development or neighborhood parks.
- Identify opportunities to develop pocket parks through acquisition of privately owned vacant, dilapidated or uninhabitable structures.
- Continue to provide financial assistance to further sewer system expansion throughout the Redevelopment District together with ECUA and developer funding.
- Consider the provision of flexible development standards in future zoning code revisions for minimum lot sizes to enable development of smaller residential lots.
- Enhance pedestrian safety employing a combination of traffic calming measures such as reduced speed limits, better signage, and the use of elevated decorative crosswalks at primary intersections.
- Initiate community-based activities involving the youth and public safety staff to generate support and participation in local anti-crime programs and improve public relations with the staff.
- Continue to work with neighborhood associations to conduct neighborhood planning exercises on a periodic basis to determine the specific needs of each neighborhood within the Redevelopment Area.
- Support enhanced law enforcement.
- Support neighborhood promotional programs and needs.



EXAMPLE OF A RESIDENTIAL REHABILITATION GRANT RECIPIENT, REPLACE ROOF AND INSTALL NEW WINDOWS, PHOTO: CRA STAFF



EXAMPLE OF A RESIDENTIAL REHABILITATION GRANT, INSTALL NEW WINDOWS, PHOTO: CRA STAFF

CHAPTER 4: CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS

Capital investment in improvement projects, including pedestrian-targeted improvements, will help to achieve the goals and desires of the Oakfield community. It is through such projects that Escambia County will enhance the functional and aesthetic quality of the CRA Oakfield Redevelopment District and provide the basis for leveraging private redevelopment investment. The table below presents a list of proposed capital projects and programs that could be pursued by Escambia County to implement the recommendations of this Redevelopment Plan.

The strategies herein are divided into short-term (within 5 years), mid-term (5 to 10 years), and long range (+10 years) time horizons to help facilitate budgeting and provide a guide to what projects may be considered a higher priority at first. It is important to note that these proposed capital improvement strategies are not a pledge of expenditure of funds on a given project in each year. Actual funding allocations will be determined annually through the County's budget process. Also, as years' pass, priorities may change and the capital improvement strategies may need to be amended to reflect any changes.

County funds will be used to leverage grants and commercial financing to accomplish a substantial number of capital improvements and planning activities. With successful revitalization, Escambia County should see a substantial increase in the tax base and realize a healthy return on its investment through increased ad valorem tax revenues, sales tax receipts and other formulated revenue sharing programs.

The CRA Oakfield Redevelopment District Plan contains several projects consisting of public, private and joint public/private efforts that may take up to twenty years to complete. It is essential that the County incorporates a sound project implementation strategy when identifying priorities. The community should understand that the County will be pursuing multiple elements of the Redevelopment Plan always, and it is important to note that the summary of capital implementation strategies on this page is flexible in nature. It is the best estimate of project costs based on a measure of the order of magnitude for projects in relation to anticipated revenues. As a matter of practice the County will continue to prepare annual budgets as well as establish five-year and long-range work programs for budgetary and administrative purposes. Ultimately project costs will be refined during the design and construction phase of any given project.

FUTURE CAPITAL IMPROVEMENTS: ONGOING, SHORT, MID, AND LONG-TERM

Project	Description	Estimated Costs	Funding sources	Status
Residential Street Lighting				
Street Lighting for safety	Begin the process of providing funding for street lighting within the CRA District	\$50,000	CDBG/SNP/TIF	Will be ongoing, once TIF is approved
Neighborhood Improvements				
CRA Worker Program	Employ residents to perform landscaping maintenance	\$32,000	TIF/SNP	Will be ongoing, once TIF is approved
Conduct "Clean Sweeps" and neighborhood clean-ups	Schedule on a continual basis	\$10,000 (for five-year period)	CDBG/SNP/TIF	Will be ongoing, once Plan is approved
Remove Neighborhood blight/slum	Continue to work with Code Enforcement for lot abatements and demolition of vacated/abandoned homes	\$100,000	CDBG/SNP/TIF	Will be ongoing, once Plan is approved
Oakfield Community Center				
Seek a building/site for a Community Center to be utilized by all residents within the CRA Oakfield District	Build or purchase a building to be comparable with other Escambia County Community Centers	\$1M	Escambia County/LOST	Short-term, 2018
Parks				
Improvements to existing Oakfield Acres Park	Suggestions from Envision meetings: basketball and tennis courts, disk golf, bike and walking paths	\$50,000	TIF/CDBG	Short-term, 2018
Bus Stop Improvements				
Palafox Street-North of Burgess Road-Eastside Right-of-Way	Install a new bus shelter on the corner of N. Palafox Street and Travis Street and as needed	\$2,500	LOST/TIF	Mid-term, 2019
Drainage/Storm water management				
Through-out the CRA Oakfield District	Upgrade current system/divert runoff. Ongoing issues: Northeast Oakfield Road/Monarch Lane/West Pinestead Road and Trent Street	\$2M	FEMA/LOST/NWFWMD	Mid-term, 2019
Sidewalks/bicycle paths				
Install sidewalks for pedestrian safety	Install sidewalks and bicycle paths on Palafox Street and Burgess Road (west of North Palafox Street) and as needed	\$315,000	FDOT/CDGB/TIF	Mid-term, 2019

Street Corridor Beautification				
Corridor Beautification	Create beautification projects through-out the District	\$50,000	TIF/CDBG	Mid-term, 2020
Nature Trails/Greenway				
Create a Nature Trail/Open Space	Use vacated or donated property in the CRA Oakfield CRA District (Utility Easements, vacant land, etc.)	\$100,000	TIF/CDBG	Mid-term, 2020
Gateway Signs				
Install Gateway Signs	Gateway signs entering/exiting the CRA Oakfield District	\$40,000	TIF/CDBG	Mid-term, 2020
Bridge Improvements				
North Palafox Street bridge crossing I-10, south of intersection of Olive Road	The bridge is in need of repairs, built in 1961, has a need for pedestrian/ bicycle facilities and minimal shoulder widths	\$500,000	FDOT	Mid-term, 2020
Affordable Housing				
Vacant properties	Reduce blight/slum. When possible, use properties for Affordable Housing with a shared community park	\$2M	CDBG/TIF	Mid-term, 2020
Traffic Calming Devices				
North Palafox Street Corridor Management Study	Study conducted in 2015 to address traffic capacity, public transit and bicycle and pedestrian access to revitalize corridors within the CRA Oakfield District	\$3M (estimated) Construction not planned or funded.	Florida-Alabama Transportation Planning Organization, FDOT, CRA, CDBG	Long-term, 2020
Turn signals				
	Install turn lanes and signals at Palafox Street and Hancock Lane	\$1M	FDOT/Escambia County	Long-term, 2020
Install Traffic Lights				
	Install signal traffic light on W. Oakfield Rd. at Kenmore and Palafox St.	\$200K	FDOT/Escambia County	Long-term, 2020
Sewer Expansion				
Hancock Lane- includes Gravity Main	91 Connections	\$814K	Escambia County/ECUA	Long-term, 2021
North Phase I	327 Connections	\$3M	Escambia County/ECUA	Long-term, 2022
North Phase II	215 Connections	\$1.5M	Escambia County/ECUA	Long-term, 2023
South Phase I	58 Connections	\$512K	Escambia County/ECUA	Long-term, 2024
South Phase II	63 Connections	\$410K	Escambia County/ECUA	Long-term, 2025

TABLE 4.1: CAPITAL IMPROVEMENT PROGRAM

Acronyms:

CDBG	Community Development Block Grant
LOST	Local Option Sales Tax
EPA	Environmental Protection Agency
TIF	Tax Increment Financing
SHIP	State Housing Initiatives Partnership
TBD	To Be Determined
FDOT	Florida Department of Transportation
SNP	Safe Neighborhood Program

CHAPTER 5: IMPLEMENTATION STRATEGIES

IMPLEMENTATION STRATEGIES

The success of the Oakfield Redevelopment updated Plan will depend on the coordinated efforts of the community's various stakeholders and agencies including the Escambia County Community Redevelopment Agency, Neighborhood Group Associations, business and property owners, and residents and stakeholders. This chapter outlines the implementation functions and organizational framework that are critical components for successful realization of the planning and design objectives that continued to be developed for the Oakfield Community Redevelopment District (CRD).

Implementation Functions

The implementation process can be divided into two major dimensions:

- Functional areas related to non-financing as well as financing considerations; and
- Responsible groups or agencies charged with addressing the functional areas.

Financial and non-financial considerations are equally important to the continued effective implementation of the Oakfield redevelopment plan. Non-financing considerations deal with developing an organizational framework to define the roles for various stakeholders involved in the redevelopment effort. Financing mechanisms are perhaps more easily defined, but should not be the focus until organizational elements are put into effect.

1. Non-Financing Functions

Non-financing functions fall into eight general categories:

Site Assembly

The redevelopment of an urban area requires assemblage of multiple parcels of land to maximize the development potential of constrained properties. Site assembly efforts are vital in pursuing land trades and creating development partnerships to ensure controlled growth in the neighborhood. In the Oakfield CRD, the primary opportunity for economic growth lies in the redevelopment of the substandard parcels located along the area's commercial corridors and the development of the proposed primary gateways which are located in areas where site assembly is advised.

Capital Improvements

Escambia County utilizes dedicated funding sources such as the Local Option Sales Tax Plan (LOST) and Local Option Gas Tax (LOGT) to fund capital improvements such as street improvement and upgrading utilities. One area of target is to pave roads within the Oakfield CRA District that are currently non-functional.

Standards and Controls

Design guidelines and development controls for controlling future development assures tenants and developers that quality future development will occur. In addition, promotion of high-quality design for the community improves aesthetic character and raises the market value of the neighborhood.

Physical Development

This concerns the actual construction of new facilities and rehabilitation of older facilities. Physical development is dependent upon several factors, the most important of which is the ability to effectively rehabilitate existing facilities and to attract and integrate new development in concert with the comprehensive redevelopment plan



EXAMPLES OF NEW PARK EQUIPMENT AT A COMMUNITY PARK IN EACAMBIA COUNTY: PHOTO: CRA STAFF

Development Incentives

To further stimulate private investment, Escambia County provides development incentives through various means, including façade, landscape, signage, and property improvement grants; payment of impact fees; provision of site specific infrastructure improvements to address any deficiencies; participation in environmental clean-up of contaminated sites, flexibility in the application of use restrictions and increasing intensity of site use, flexible parking regulations, grants or low interest loans for life safety improvements; joint business support ventures such as district business identification signage or centralized marketing strategies.

Code Enforcement, Neighborhood Clean Ups, and Housing Rehabilitation

CRA will continue to partner with the County's Environmental Code Enforcement Division to help reduce blight within the designated areas. Code Enforcement will be an important element of this redevelopment program to systematically enforce all relevant codes, including those dealing with dilapidated structures, deteriorated housing, weeds and litter, zoning, signs, abandoned vehicles, etc. The CRA will support and fund the initiatives of Keep Pensacola Beautiful, neighborhood clean ups, demolition and lot abatements, monitoring sites, and supporting minimum housing standards codes.



PICTURES OF A NEIGHBORHOOD CLEAN-UP, DEBRIS TOTALED MORE THAN 83 TONS, 2016. PHOTO CRA STAFF

Property Acquisition

The CRA is authorized under F.S. 163, Part 3 to sell, lease, exchange, subdivide, transfer, assign, pledge encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. All real property acquired by the CRA in the Redevelopment Area shall be sold or leased for development for fair value in accordance with the uses permitted in the Plan and as required by the Act. This plan supports the acquisition of vacant land for housing construction or commercial development; the land may or may not be acquired by the County.

Enhanced Seasonal Lawn Maintenance

The CRA will continue to support the Enhanced Seasonal Lawn Maintenance Program to remove blight and control litter along selected corridors and residential roadways by mowing and weed-eating during the high seasonal summer/fall growth periods.

2. Financing

Grants

Federal grants have long been a source of funds for development projects, especially for public improvements. Such sources as Community Development Block Grants (CDBG) and Section 108 grants are available, although the extent of their uses may diminish as the volume of the grant decreases. They have the advantage of directly mitigating development costs and their benefits are predictable and readily understood. The Section 108 loan program allows municipalities to convert a portion of the funds they will receive through the CDBG program into loans to use in economic revitalization projects. Local governments often use their current and future CDBG funds as collateral to guarantee the loans. Other sources of financing include the State Housing Initiatives Partnership (SHIP) Program, and HOME Program. All of these programs should be leveraged as much as possible.

Tax Increment Funds

Tax Increment Funds (TIF), are the increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities in a designated CRA district. Because this is a commonly relied-upon source of funding for redevelopment, it is addressed in more detail in Appendix C.

Redevelopment Bonds

Redevelopment bonds are issued by the CRA and approved by the County to finance renovation of specific projects, but are not guaranteed by the general revenues of the County. Anticipated TIF revenue may be pledged as the collateral for these bonds.

Private Investment

A general rule for successful revitalization is that private investment usually must exceed public funding by a factor of three to four. Private investment, therefore, is the single most important source of redevelopment funding. Such funding takes the form of equity investment and conventional real estate loans.

Project Equity Position

When a CRA takes an equity position in a project, the agency contributes cash or land to the project with a return in the form of profit-sharing. This manner of participation can reduce developer costs.

Leasing

County-owned land, buildings, and equipment can be leased to developers for projects. For the developer, this reduces the need for capital investment in land, buildings, etc. or debt service on money borrowed to finance the purchase of the same. The County would then receive lease payments deductible from the developer's income tax. Such leases may also include a purchase option.

Joint Ventures

In real estate syndication ventures, the CRA can contribute equity capital to a project, thereby reducing equity requirements from the developer and/or reducing the amount of debt service. Through equity syndication, tax subsidy benefits can be passed on to investors in the form of depreciation, investment tax credits, deferral of taxes and capital gains.

Mortgage Write-Downs

Mortgage write-downs (funded through the Escambia County Neighborhood Enterprise Division) are a mechanism typically used to encourage residential development and home ownership in the Redevelopment Area. Funds from the agency are offered to qualified potential home buyers (low-moderate income, first time buyers, etc.) to increase their down payment, thereby decreasing mortgage payments. The Agency usually takes an ownership interest, such as a soft second mortgage, in the dwelling for a predetermined period to guarantee against misuse of the funds.

County support and management of the program's activities will provide the system to carry out the recommendations presented in this plan. It is necessary to establish lines of communication between all sectors of the community to positively effect change in the CRA Oakfield Redevelopment District neighborhoods. Developers and entrepreneurs will be key contributors to the success of this project. Strong public-private partnerships will be crucial to the long-term success of the redevelopment effort.

Faith-based Institutions

The CRA Oakfield Redevelopment District churches and other faith-based institutions have an important social role in the successful implementation of the redevelopment plan. Escambia County will work closely with faith-based organizations to develop community development programs that capitalize on their strengths and outreach capacity. Participation from faith-based organizations can aid in obtaining community-wide support, addressing the social service needs such as instituting daycare centers, organizing neighborhood clean-up drives and crime prevention campaigns, and encouraging youth participation in community development programs such as mentorship and job training programs to enhance their sense of responsibility.

Private Sector

Private-sector leadership can come from local banks, real estate development entrepreneurs, and property owners within the community. Local banks may provide financing for private developments and establishing a consortium to provide a revolving loan pool at below market interest rate. This activity may provide an opportunity for these financial institutions to meet their goals with respect to the Community Reinvestment Act that is designed to provide capacity building support and financial assistance for the revitalization of low and moderate income communities. Additionally, Escambia County should connect with companies dedicated to investing in local communities. Several companies actively invest in several communities across Florida with a mission of enhancing the quality of life for the community. First Union Corporation (Northwest Florida, Lee County) and the Corporate Partners Program (St. Petersburg) are examples of programs that involve corporate investment in community development. Similar companies may exist in Escambia County.

However, in order to encourage private investment, the right set of conditions must be in place that facilitate investment and help reduce risk. Creating new business incubators and working closely with interested property owners to develop and/or redevelop vacant land and structures in accordance with the

community's overall vision for the Redevelopment Area's future growth is a recommended start. Ensuring that property owners are familiar with the Brownfield development procedures and financial incentives available for Brownfield redevelopment would also help significantly.

Planning and Development Strategies

Escambia County CRA staff should be responsible for the execution of this redevelopment plan, and the following are recommendations towards such implementation:

- Prioritize and develop detailed programs for projects to implement major strategies illustrated in the Redevelopment Plan including phasing, project financing, land acquisition, land disposition, funding sources and financing.
- Contact affected property owners to determine their level of interest in participating in proposed redevelopment activities.
- Solicit the services of a realtor and/or utilize the County's community development team to devise a land acquisition strategy for potential purchases of property in the neighborhood.
- Support residential renovation and rehabilitation programs using grant funding such as SHIP, CDBG, HOME, and TIF.
- Increase awareness of funding resources and program initiatives available to residents interested in improving their property as means to increasing home ownership and property values.
- Conduct traffic analysis and market feasibility studies to assess the impact of proposed projects in surrounding areas.
- Initiate discussions with the City of Pensacola to coordinate joint improvement projects planned for the Oakfield Redevelopment Area.

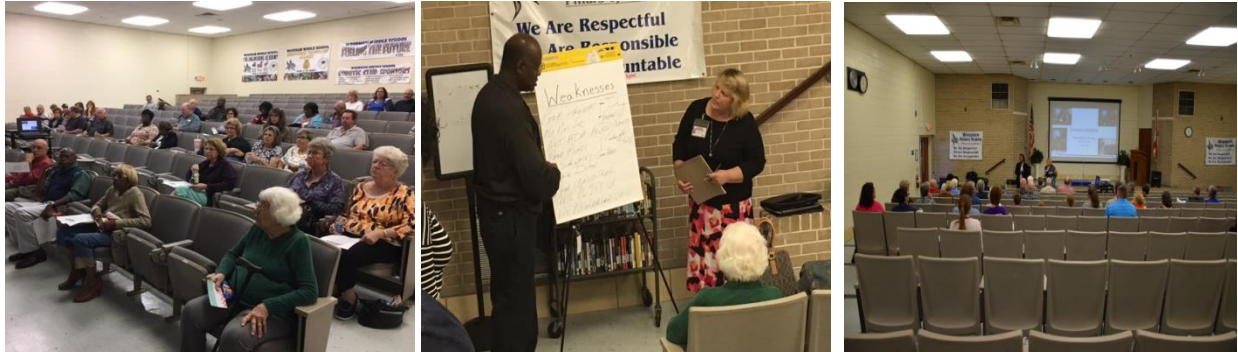
Housing Rehabilitation and Commercial Reinvestment Financing

A variety of funding sources will continue to provide an array of mechanisms to assist in rehabilitation and reinvestment activities to help spur economic development. This will include Community Development Block Grant funds, State housing assistance funds, and TIF resources. A housing rehabilitation loan pool with low interest rates geared to assist low and moderate-income homeowners in bringing their houses up to code will be of importance. The CRA will work with the Neighborhood Enterprise Division to implement these programs.

APPENDIX A: PUBLIC WORKSHOPS

Oakfield residents and business owners were invited to participate in a series of public workshops held at the Woodham Middle School. The dates and times are listed below:

- November 15, 2016, 6:00pm-7:00pm Kick-off meeting, identify issues
- January 17, 2017, 6:00pm-7:00pm Prioritize Oakfield Community needs
- February 21, 2017, 6:00pm-7:00pm Discuss Capital Improvements needed in the area
- April 25, 2017, 6:00pm-7:00pm Final meeting: Presentation of final draft plan



CITIZENS ATTENDING THE ENVISION OAKFIELD WORKSHOPS, CRA STAFF PHOTO

Participants were encouraged to contribute their ideas/suggestions for creating the CRA Oakfield Redevelopment District Plan. The results of their input and suggestions are summarized below and were integrated into the overall concept plan.

At the First kick-off meeting: A Swat Analysis (Strengths, Weaknesses, Opportunities and Threats), was completed by all attendees. The analysis revealed:

Strengths	Weaknesses
<ul style="list-style-type: none"> - Location to hospitals, shopping Centers, airport and interstate - Quiet/low crime in certain areas - Diversity of residents - Established neighborhoods -Residents feel safe in most areas -There are currently two schools - Area has one Neighborhood park - Properties are kept clean and neat - Area has trees/woods and natural beauty - Home to PCA and PCC (Christian Schools) - Has undeveloped land - Has established Home-owners Associations - Has many families, retirees, good group of people 	<ul style="list-style-type: none"> - Lighting/sidewalks and curbing on Burgess Road and other Roads in the district - Oakfield Park needs more amenities - There is a need for additional public parks - Drainage and flood issues through-out the district - Litter and debris on rights-of-ways - Burgess Road needs to be widened - There is a need for more code enforcement presence - Residents stated they have frequent power surges - Traffic flow on Palafox and Burgess - Lack of ECAT bus stops - There are no Neighborhood Watch Groups (no voice for the community) - Need for trash pick-up twice a week - Trains are causing traffic issues - Power poles are old and rotting - Residents complaining of gas leaks

Opportunities

- Need for more convenient stores and gas stations
- Need for a Community/Recreation Center
- Build an overpass at Airport for train tracks
- Need for Nature trails, walking paths and soccer fields
- Many large vacant properties that can be used for development (SPC, etc.)
- Upgrade the tennis courts on Confederate
- Make better use of Woodham facilities
- Pave Oakfield Road and other roads
- Open Burgess Road in front of Circle K
- More local jobs needed
- Beautification of area

Threats

- Poor maintenance in Carpenters Creek
- Don't want Rawson Lane closed
- Crime is increasing in the area
- Homeless camp off Creighton Road
- Business signs are unsightly
- Possibility of higher taxes
- More traffic issues with opening Creighton Connector
- Middle school closing
- Vacant land not being utilized

At the second meeting: the workshop offered the opportunity for Oakfield citizens to review the results of the SWOT Analysis and add additional suggestions.

The third workshop built upon the SWAT analysis and information gathered in the second meeting. Attendees were tasked with identifying the short and long term improvements they felt were needed and wanted to see included in the CRA Oakfield Redevelopment Area. The following needed improvements, in order of priority, were identified:

- Additional street lighting
- Traffic issues (turn signals, speed bumps, curbing, etc.)
- Drainage issues
- Bicycle and Walking paths
- The need for sewer lines to be added
- The need for a Community/Recreation Center
- Beatification of area
- Underground utilities
- Update/add Oakfield Acres Park Amenities (tennis court, soccer field, disk golf, etc.)
- Enforce speed limits
- Maintain Right-of-Ways (mowing, week-eating, etc.)
- Work with Gulf Power to better maintain utility easements
- Better code enforcement on inoperable vehicles and yard maintenance
- Crime prevention (police presence and Escambia County Code Enforcement)

The fourth and final public meeting allowed attendees to see an actual copy of the draft plan. They were provided with copies and given additional time to provide feedback.

APPENDIX B: STATUTORY REQUIREMENTS

This section addresses certain specific requirements of Chapter 163, Part III, Florida Statutes, as they relate to the preparation and adoption of Community Redevelopment Plans in accordance with Sections 163.360 and 163.362. Provided below is a brief synopsis of each subsection requirement from 163.360 and 163.362, and a brief description of how the redevelopment plan and adoption process meet those requirements.

163.360 – Community Redevelopment Plans

Section 163.360 (1), Determination of Slum or Blight by Resolution

This section requires that a local governing body determine by resolution that an area has been determined to be a slum or blighted area before a redevelopment area can be established.

Action: Escambia County previously conducted a blight study which established conditions of blight in Oakfield and designated the area as appropriate for community redevelopment.

Section 163.360 (2)(b), Completeness

This section requires that the Redevelopment Plan be sufficiently complete to address land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation of properties within the redevelopment area, as well as zoning or planning changes, land uses, maximum densities, and building requirements.

Action: These issues are addressed in Chapters 2 and 3 of the Redevelopment Plan.

Section 163.360 (2)(c), Development of Affordable Housing

This section requires the redevelopment plan to provide for the development of affordable housing, or to state the reasons for not addressing affordable housing.

Action: The Redevelopment Plan anticipates the need to maintain and expand affordable housing in the Oakfield CRA District. The Escambia County Community Redevelopment Agency will coordinate with local housing developers to seek opportunities for the development of additional affordable housing.

Section 163.360 (4), Plan Preparation and Submittal Requirements

The Community Redevelopment Agency may prepare a Community Redevelopment Plan. Prior to considering this plan, the redevelopment agency will submit the plan to the local planning agency for review and recommendation as to its conformity with the comprehensive plan.

Action: Escambia County Community Redevelopment Agency staff prepared the Oakfield Redevelopment Plan.

Section 163.360 (5), (6), (7)(a)(d), Plan Approval

163.360 (5). The Community Redevelopment Agency will submit the Redevelopment Plan, along with written recommendations, to the governing body and each taxing authority operating within the boundaries of the redevelopment area.

Action: The Escambia County Board of County Commissioners, sitting as the Escambia County CRA, will pass a resolution for the final adoption of the Plan as provided by statute. The Board of County

Commissioners will proceed with a public hearing on the Redevelopment Plan as outlined in Subsection (6), below.

163.360 (6). The governing body shall hold a public hearing on the Community Redevelopment Plan after public notice by publication in a newspaper having a general circulation in operation of the Oakfield Redevelopment Area.

Action: A public hearing on the Oakfield Redevelopment Plan will be held at a future date.

163.360 (7). Following the public hearing described above, Escambia County may approve the redevelopment plan if it finds that:

(a) A feasible method exists for the location of families who will be displaced from the Redevelopment area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families;

Action: To minimize the relocation impact, the CRA will provide supportive services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

(b) The Redevelopment Plan will afford maximum opportunity consistent with the sound needs of the county or municipality for the rehabilitation or redevelopment of the redevelopment area by private enterprise.

Action: The need for, and role of, private enterprise and investment to ensure the successful rehabilitation or redevelopment of the Oakfield area is described throughout the Plan.

Section 163.360 (8)(a)(b), Land Acquisition

These sections of the statute establish requirements for the acquisition of vacant land for developing residential and non-residential uses. The Redevelopment Plan supports future development of both residential and non-residential uses at various locations in the redevelopment area as described in Chapter 3. The Plan identifies strategies that will promote and facilitate public and private sector investment in vacant land acquisition for these purposes.

Chapter 163.362 - Contents of Community Redevelopment Plans

Every community redevelopment plan shall:

Chapter 163.362(1) Legal Description

Contain a legal description of the boundaries of the redevelopment area and the reasons for establishing such boundaries shown in the plan.

Action: A legal description of the boundaries is contained in Escambia County Board of County Commissioners Resolution R2014-147 and the Findings of Necessity report which are attached and incorporated herein by reference.

Chapter 163.362(2) Show by Diagram and General Terms:

(a) Approximate amount of open space and the street layout.

Action: This task is achieved in the Redevelopment Plan in Chapter 2 and Chapter 3. Figure 3.1 demonstrates the location for potential areas to be preserved as open space.

(b) Limitations on the type, size, height number and proposed use of buildings.

Action: These are described in general terms in Chapter 2; however, it is expected that the County's zoning ordinance and land development regulations will continue to provide the regulatory framework for any building dimension or style limitations. This redevelopment plan does not add any new limitations on the type, size, height, number and proposed use of buildings in the Oakfield Redevelopment Area.

(c) The approximate number of dwelling units.

Action: This Redevelopment plan does not include any capital improvements for the development of new housing units – therefore, no estimation of new dwelling units is included in this plan. However, based on the future land use concepts contained in the Plan, and the expressed desire to increase residential opportunities in Oakfield, it can be reasonably expected that new investment in housing will occur over time. Future developments of moderate to high density residential projects are encouraged in other areas of the redevelopment area, as well as new investment in single family infill. Residential density in Oakfield is expected to increase.

(d) Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

Action: Proposed future uses and activities of this nature are described in Chapter 2.

Chapter 163.362(3) Neighborhood Impact Element

If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas.

The Oakfield Redevelopment Area contains a significant number of dwelling units which may be considered low to moderate-income units. The Redevelopment Plan makes provisions for affordable housing through rehabilitation and new construction. Shortages in affordable housing will be addressed through existing and new affordable housing development strategies, with an emphasis on developing ways in which affordable housing can be integrated within market rate housing projects.

The implementation of the Oakfield Redevelopment Plan will contribute significantly in improving the quality of life for Oakfield residents. Potential impacts are summarized below for each category required by statute: Relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

Relocation

The redevelopment Plan as proposed supports the preservation of existing residential areas and does not require the relocation of any of the low or moderate income residents of the redevelopment area. To minimize the relocation impact, the Community Redevelopment Agency will provide support services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

Traffic Circulation

The implementation of the Redevelopment Plan recommendations related to streetscape improvements and traffic circulation are anticipated to positively impact the Oakfield Redevelopment Area. The primary corridor improvements, a component of the Redevelopment Plan, envisions enhancing identified roadways through streetscape improvements that encourage pedestrian mobility and improve vehicular circulation within the area.

Environmental Quality

Escambia County Community Redevelopment Agency will work closely with developers to ensure anticipated new development does not negatively affect the drainage capacity of the area, and, when feasible, support on-site provision of stormwater retention facilities for new development. The development of vacant and/or underutilized sites within Oakfield may result in minor increases in the amount of stormwater runoff which may contain pollutants. The Redevelopment Plan recommends pursuing environmental remediation in close cooperation with property owners to ensure that the pollutants are handled adequately prior to new development on identified Brownfield sites.

The County will closely monitor the capacity of the existing and planned stormwater infrastructure to ensure sufficient capacity exists, and there are no negative impacts from development. In terms of vegetation and air quality, proposed streetscape improvements are anticipated to add vegetation to Oakfield and preserve existing mature tree canopies.

No negative impact on the existing sanitary sewer is expected from implementation of the Redevelopment Plan, and expansion of said sewer may be required to spur redevelopment. If future deficiencies are projected, the County and the Redevelopment Agency will ensure that adequate capacity is available at the time of development.

Community Facilities and Services

The Redevelopment Plan presents strategies to create several town-center-styled gateway areas that will accommodate a diverse range of community and cultural facilities serving the needs of the local population. Existing open space/recreation facilities in Oakfield and its vicinity include: John R. Jones, Jr. Park and Old Oakfield School Park. The Plan recognizes the importance of these facilities and supports improvements of these facilities.

Effect on School Population

The Redevelopment Plan does not anticipate significantly affecting Oakfield school population. Any increase in school population is expected to be absorbed by the existing schools in the area. The Redevelopment Plan recommends streetscape improvements and sidewalks connecting the area schools to improve pedestrian safety and walkability for students and parents who walk to school. The County and the Redevelopment Agency will continue to work closely with Escambia County School Board to ensure the board's plans for area schools are consistent with the Redevelopment Plan.

Physical and Social Quality

The Plan's recommendations to continue with improvements to the existing streetscape environment, to redevelop vacant land and former industrial sites, to establish urban design and architectural standards for new development, and to continue code enforcement will have a positive impact on Oakfield's physical and visual character.

Implementation of the redevelopment plan will also improve community access to the social service network currently available to residents. Job training, apprenticeship opportunities, and mentorship programs created through commercial and industrial redevelopment and establishment of a community center will support the development of human capital, increase employment opportunities and serve as a tool to improve the household income.

Chapter 163.362 (4) Identify Specifically any Publicly Funded Capital Projects

Publicly Funded Capital Improvements are identified in Chapter 4 of the Plan.

Chapter 163.362(5) (6) Safeguards and Retention of Control

Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan. Provide for the retention of controls and establishment of any restrictions or covenants running with land sold or leased for private use.

Action: The following safeguards and procedures will help ensure redevelopment efforts in the redevelopment area are carried out pursuant to the redevelopment plan:

The Community Redevelopment Plan is the guiding document for future development and redevelopment in and for the Oakfield Redevelopment Area. To assure that redevelopment will take place in conformance with the projects, goals and policies expressed in this Plan, the Escambia County Community Redevelopment Agency will utilize the regulatory devices, instruments and systems used by Escambia County to permit development and redevelopment within its jurisdiction. These include but are not limited to the Comprehensive Plan, the Land Development Code, the Zoning Code, adopted design guidelines, performance standards and County-authorized development review, permitting and approval processes. Per Florida Statute, Escambia County retains the vested authority and responsibility for:

- The power to grant final approval to Redevelopment Plans and modifications.
- The power to authorize issuance of revenue bonds as set forth in Section 163.385.
- The power to approve the acquisition, demolition, removal or disposal of property as provided in Section 163.370(3), and the power to assume the responsibility to bear loss as provided in Section 163.370(3).

In accordance with Section 163.356(3)(c), by March 31 of each year the Redevelopment Agency shall file an Annual Report with Escambia County detailing the Agency's activities for the preceding fiscal year. The report shall include a complete financial statement describing assets, liabilities, income and operating expenses. At the time of filing, the Agency shall publish in a newspaper of general circulation a notice that the report has been filed with the County and is available for inspection during business hours in the office of the County Clerk and the Escambia County Community Redevelopment Agency.

The Community Redevelopment Agency shall maintain adequate records to provide for an annual audit, which shall be conducted by an independent auditor and will be included as part of the Escambia County Comprehensive Annual Financial Report for the preceding fiscal year. A copy of the Agency audit, as described in the CAFR will be forwarded to each taxing authority.

The Agency shall provide adequate safeguards to ensure that all leases, deeds, contracts, agreements, and declarations of restrictions relative to any real property conveyed shall contain restrictions and/or covenants to run with the land and its uses, or other provisions necessary to carry out the goals and objectives of the redevelopment plan.

The Redevelopment Plan may be modified, changed, or amended at any time by the Escambia County Community Redevelopment Agency after public notice and hearing. If the Plan is modified, changed, or amended after the lease or sale of property by the Agency, the modification must be consented to by the developer or redevelopers of such property or his successors or their successors in interest affected by the proposed modification. This means that if a developer acquired title, lease rights, or other form of development agreement, from the Agency to a piece of property within the redevelopment area with the intention of developing it in conformance with the redevelopment plan, any amendment that which might substantially affect his/her ability to proceed with that development would require his/her consent.

When considering modifications, changes, or amendments in the redevelopment plan, the Agency will take into consideration the recommendations of interested area property owners, residents, and business operators. Proposed minor changes in the Plan will be communicated by the agency responsible to the affected property owner(s).

Chapter 163.362(7) Assurance of Replacement Housing for Displaced Persons

Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.

Action: As previously stated, to minimize the relocation impact, the Agency will provide supportive services and equitable financial treatment to any individuals, families and businesses subject to relocation. When feasible, the relocation impact will be mitigated by assisting relocation within the immediate neighborhood and by seeking opportunities to relocate within new/redeveloped buildings that will contain residential and commercial space.

Chapter 163.362(8) Element of Residential Use

Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low to moderate income, including the elderly.

Action: There are residential uses of various types and character, including, single-family, multi-family, rental units, owner-occupied units, and detached units in existence in the redevelopment area at the time of this writing. The efforts undertaken by the Agency, as described in this Redevelopment Plan, are intended to retain and enhance a high quality of residential use, particularly about developing and maintaining sustainable neighborhoods. Redevelopment program activities will strive to cultivate the positive neighborhood characteristics cited by the community during public workshops and reduce or eliminate any negative characteristics.

The establishment of a revitalized and expanded residential base in Oakfield is essential to achieve a successful economic redevelopment program. Residents living within the redevelopment area will comprise components of the work force and the market, which will generate economic activity.

Chapter 163.362(9) Statement of Projected Costs

Contain a detailed statement of the projected costs of development, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment funds.

Action: Project costs and funding sources are described in Chapter 4 of the Redevelopment Plan.

Chapter 163.362(10) Duration of Plan

Provide a time certain for completing all redevelopment financed by increment revenues.

Action: The CRA Oakfield Redevelopment Plan shall remain in effect and serve as a guide for future redevelopment activities in the redevelopment area for 30 years from the enactment date of the Board of County Commissioner's approval unless the Board decides to sunset the designated area.

APPENDIX C: TAX INCREMENT FINANCING

Tax increment financing (TIF) is a tool that uses increased revenues generated by taxes gained from growth in property values resulting from successful redevelopment activities. Because it is a frequently relied-upon tool for project financing, it is explored more fully here. This section presents a brief history of tax increment financing, types of expenses allowed, and TIF revenue projections that the Oakfield redevelopment area may generate in the next thirty years.

History of Tax Increment Financing:

TIF was originally developed over 50 years ago, as a method to finance public improvements in distressed areas where redevelopment would not otherwise occur. TIF is separate from grants or government funds, and given reductions in federal funds available for local projects in recent years TIF has increasingly developed into a primary means to finance local redevelopment.

State law controls tax increment financing. Because of this control, tax increment financing takes on several different techniques and appearances throughout the country. In Florida, tax increment financing is authorized in the Community Redevelopment Act of 1969, which is codified as Part III, Chapter 163 of the Florida Statutes. This act, as amended in 1977, provides for a combination of public and private redevelopment efforts and authorizes the use of tax increment financing. Under the Statutes, municipalities must go through a few steps to establish a redevelopment area and implement a tax increment financing district for that area.

Upon approval of the governing body, a trust fund for each community redevelopment area may be established. The revenues for the trust fund are obtained by allocating any increases in taxable assessed value to the area. The current assessed value of the district is set as the base and any increases (the tax increment revenues) are available for improvements to the area. The property tax paid on the base assessed value continues to be distributed to the local governments. The tax collector collects the entire property tax and subtracts the tax on the base value, which is available for general government purposes. Of the remaining tax increment revenues, 75 percent are deposited to the trust fund. The remaining 25 percent of the incremental growth is kept by the local government as a collection fee.

Type of Expenses Allowed:

- Funds from the redevelopment trust fund may be expended for undertakings of the community redevelopment agency which are directly related to financing or refinancing of redevelopment in the redevelopment area pursuant to an approved community redevelopment plan for the following purposes, including, but not limited to:
- Establishment and operations: The implementation and administrative expenses of the community redevelopment agency.
- Planning and analysis: Development of necessary engineering, architectural, and financial plans.
- Financing: Issuance and repayment of debt for proposed capital improvements contained in the community redevelopment plan.
- Acquisition: The acquisition of real property.
- Preparation: Tasks related to site preparation, including the relocation of existing residents.

Per F.S. 163.370(2), TIF funds may not be used for the following purposes:

- To construct or expand administration buildings for public bodies or police and fire buildings unless each taxing authority involved agrees,
- Any publicly-owned capital improvements which are not an integral part of the redevelopment if the improvements are normally financed by user fees, and if the improvements would have otherwise been made without the Redevelopment Agency within three years, or
- General government operating expenses unrelated to the Redevelopment Agency.

In addition, tax increment funds cannot be spent on capital projects contained in the local government's Capital Improvement Plan for the preceding three years.

APPENDIX D: RESOLUTION AND LEGAL DESCRIPTION

**Escambia County
Clerk's Original**

2014-001263 BCC
Dec. 11, 2014 Page 1

12/11/2014 5:34pm PCL

RESOLUTION NUMBER R2014-147

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE OAKFIELD COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE OAKFIELD COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE OAKFIELD AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA THAT:

Section 1. Authority. This Resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

Section 2. Definitions. The definitions of the terms as provided in §163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Oakfield Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

Section 3. Findings and Determinations. The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

- a) The Board of County Commissioners finds that the area referred to as the "Proposed Oakfield Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of public services, and depressing the tax base.
- b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Oakfield Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents if the County in order to eliminate, remedy and prevent conditions of slum and blight.
- c) The Board of County Commissioners finds and determines that there

Date: 12/15/2014 Verified By: *[Signature]*

exists a need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes, in the Proposed Oakfield Redevelopment Area.

- d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Oakfield Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this 11th day of December, 2014.

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

BY: [Signature]
Steven Barry, Chairman

Date Executed

12/11/2014

Attest:

PAM CHILDERS
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 11/21/14

EXHIBIT "A"

Legal Description
Oakfield Redevelopment Area
November 5, 2014

This description is intended solely for the purpose of identifying the Oakfield Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the intersection of the North right-of-way line of Brent Lane (R/W varies) and the East right-of-way line of North Palafox Highway (R/W varies); thence run North along said East right-of-way line for 920 feet, more or less, to a point that is perpendicular to the most Southerly corner of that parcel of land recorded in Official Records Book 6362 at page 573 of the public records of Escambia County, Florida; thence run West for 115 feet, more or less, to said most Southerly corner of said parcel and the East right-of-way line of Pensacola Boulevard (125' R/W); thence run Northerly along the East right-of-way line of said Pensacola Boulevard (125' R/W) to the East right-of-way line of Interstate 10 Ramp (R/W varies); thence run Northeasterly along said Interstate 10 Ramp (R/W varies) right-of-way line to the South right-of-way line of Interstate 10 (R/W varies); thence run East along said South right-of-way line of Interstate 10 (R/W varies) and continue South along the West right-of-way line of Interstate 110 (R/W varies) to the aforesaid North right-of-way line of Brent Lane (R/W varies); thence run West along said North right-of-way line to the Point of Beginning.

**Findings of Necessity
Proposed Oakfield Redevelopment Area**

Introduction

As directed by the Board of County Commissioners and Committee of the Whole, Escambia County Community & Environment Department/Community Redevelopment Agency prepared a Findings of Necessity report to support the proposed creation of an Oakfield Redevelopment Area. A map depicting the proposed redevelopment area and boundary description for the proposed area are presented as Exhibit A. Data obtained from UWF Haas Center for Business Research using 2010 U.S. Bureau of Census Population and Housing with 2014 forecasts and field surveys were used to formulate these findings. The following data and analysis support the legislative finding that conditions in the proposed redevelopment area meet the criteria of slum or blight as described in Florida Statute 163.340(7) or (8).

Findings

A “*blighted area*” is an area experiencing economic distress, endangerment to life or property due to the presence of a substantial number of deteriorated structures. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

Finding 1: Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities:

The proposed redevelopment area lacks public infrastructure to include adequate street layout, paved roads, stormwater management systems, and sanitary sewer service. While some of the area is served by sanitary sewer, other areas in the proposed are not served by a public sewer system which hinders reinvestment and redevelopment opportunities. The faulty lot layouts, lack of accessibility or usefulness of property, and marginal sewer service in the proposed redevelopment area supports the need for redevelopment.

Finding 2: Deterioration of site or other improvements:

Based upon windshield surveys conducted during 2014, there is a predominance of deteriorated or dilapidated housing in the proposed area. Single family residents were scored based upon a point system ranging from 1, Excellent Condition to 5, Dilapidated Condition. The housing conditions windshield survey results found 84% of the single family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of

structural damage, or need of demolition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements and majority of the homes were constructed prior to 1977. The age and conditions of structures in the proposed area, indicates the houses are in need of updates, including energy related improvements.

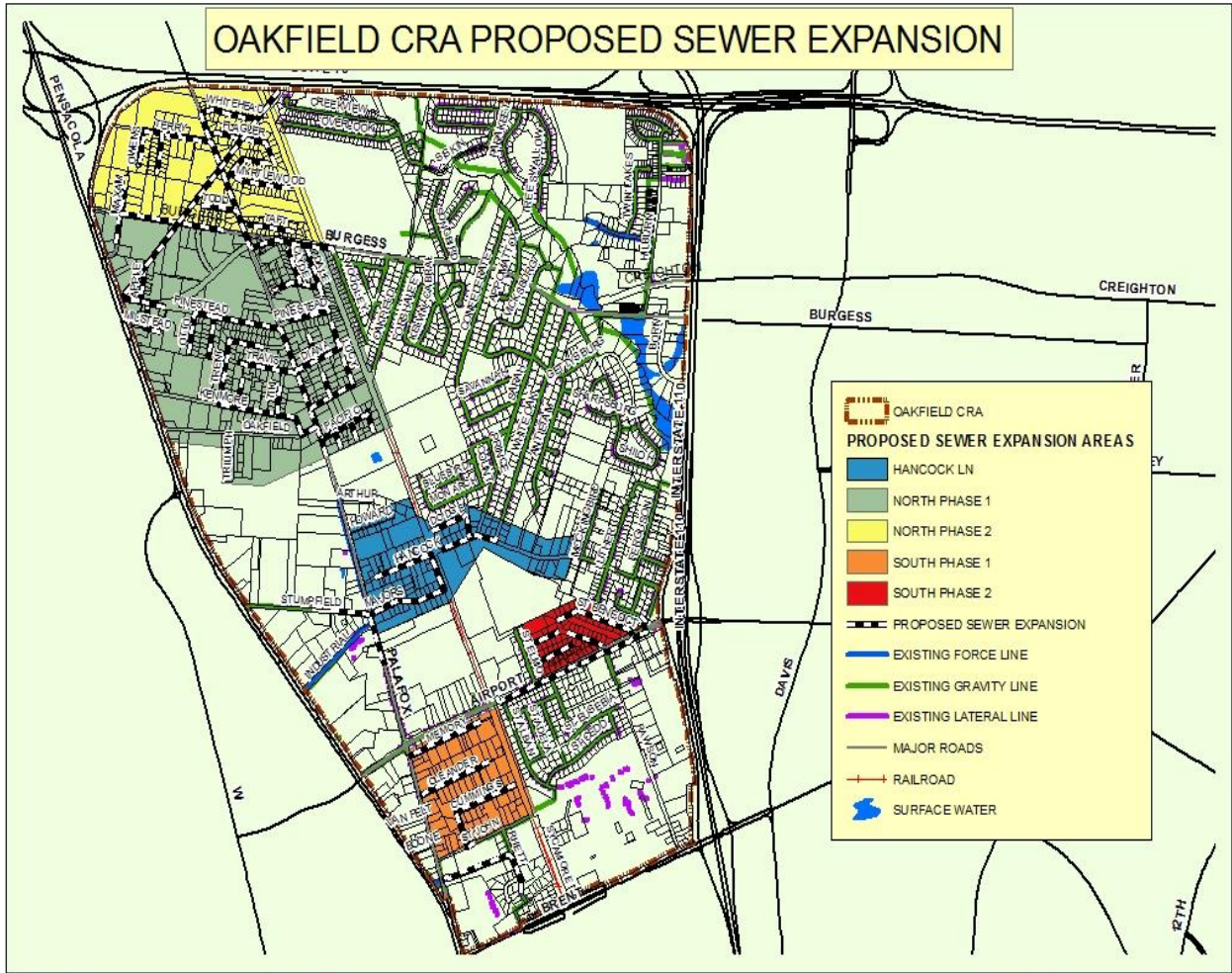
The residents' economic conditions indicate economic distress in the proposed Oakfield Area. This contributes to diminished re-investment and new development in the area as highlighted by the following:

- The average median owner-occupied housing value of \$105,000 in the proposed area compared to the County median of \$132,412.
- The average median household income in the area is \$34,700 compared to the County median income of \$42,100.

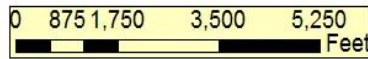
Summary

Based upon the findings presented, the proposed redevelopment area exhibits conditions of slum or blight as defined by Florida Statutes. The condition of numerous structures within its boundaries, lack of public infrastructure, and the socio-economic characteristics of the residents all contribute to this recommendation. The proposed area would benefit from redevelopment programs and projects. A combination of rehabilitation, conservation, and redevelopment of the proposed area will support the elimination, prevention, and remedy of the conditions of slum and blight. The creation of a redevelopment area will serve to improve the condition of this blighted area and help bring much needed economic development to the area.

APPENDIX E: MAP OF PROPOSED SEWER EXPANSIONS:



"This map/data was prepared by the Escambia County CRA and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered." 11/1/2016



MAP OF PROPOSED SEWER EXPANSION FOR THE OAKFIELD REDEVELOPMENT AREA. ESCAMBIA COUNTY GIS, CRA STAFF

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Oakfield Redevelopment Plan

Date: 07/12/17

Date due for placement on agenda: _____

Requested by Clara Long, Division Manager

Phone Number: 595-3596

.....
(LEGAL DEPARTMENT USE ONLY)

Legal Review by M. Crawford

Date Received: 7/12/17

_____ Approved as to form and legal sufficiency.

_____ Not approved.

X Make subject to legal signoff.

Additional comments:

- approved as to form only
- Corrections needed to remove references to Brownsville CRA/
incorrect resolutions/ordinances
- Marked draft returned to CRA for comment

**MINUTES OF THE ESCAMBIA COUNTY PLANNING BOARD
September 5, 2017**

**CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(8:44 A.M. – 9:05 A.M.)
(10:59 A.M. - 11:56 A.M.)**

Present: Reid Rushing
Wayne Briske, Chairman
Timothy Pyle
Patty Hightower
Stephen Opalenik
Eric Fears
William Clay

Absent: Jay Ingwell

Staff Present: Allyson Cain, Urban Planner, Planning & Zoning
Andrew Holmer, Division Manager, Planning & Zoning
Griffin Vickery, Urban Planner, Planning & Zoning
Horace Jones, Director, Development Services
John Fisher, Senior Urban Planner, Planning & Zoning
Kayla Meador, Sr Office Assistant
Meredith Crawford, Assistant County Attorney

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Proof of Publication and Waive the Reading of the Legal Advertisement.

Motion by Timothy Pyle, Seconded by Reid Rushing

Motion was made to approve the proof of publication and to waive the reading of the legal advertisement.
Vote: 5 - 0 Approved

Other: Jay Ingwell (ABSENT)
4. Review of Monthly Action Follow-Up and Six Month Outlook.

- A. **RECOMMENDATION:** That the Planning Board review the Monthly Action Follow-up Report for August 2017 and the 6-Month Outlook for September 2017.

5. Acceptance of Planning Board Meeting Packet.

Motion by Timothy Pyle, Seconded by Reid Rushing

Motion was made to accept the September 5, 2017 Planning Board Meeting packet.

Vote: 5 - 0 Approved

Other: Jay Ingwell (ABSENT)

✓

6. Public Hearings.

- A. A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2017-04

That the Board review and recommend to the Board of County Commissioner (BCC) for adoption, an ordinance amending the Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2017-04.

Motion by Timothy Pyle, Seconded by Reid Rushing

Motion was made to recommend approval to the BCC.

Vote: 5 - 0 Approved

Other: Jay Ingwell (ABSENT)

- B. A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, SSA-2017-05

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance amending the 2030 Future Land use Map.

Motion by Timothy Pyle, Seconded by Eric Fears

Motion was made to recommend approval to the BCC.

Vote: 5 - 0 Approved

Other: Jay Ingwell (ABSENT)



A Public Hearing Concerning the Review of Oakfield Redevelopment Plan and Recommend Determination of Conformance With the Comprehensive Plan

That the Planning Board review and recommend to the Board of County Commissioners (BCC) adoption of the Oakfield Redevelopment Plan and determine that the plan is in conformance with the local Comprehensive Plan.

Motion by Timothy Pyle, Seconded by Reid Rushing

Motion was made to recommend approval to the BCC.

Vote: 4 - 0 Approved

Other: Jay Ingwell (ABSENT)
Eric Fears (RECUSE)

D. A Public Hearing Concerning the Review of an Ordinance Amending Chapters 2 and 6 Regarding Rezoning Conditions

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance amending the Land Development Code (LDC), Chapters 2 and 6, to revise rezoning conditions and specifically include consideration of spot zoning.

Motion by Timothy Pyle, Seconded by Eric Fears

Motion was made to recommend approval to the BCC.

Vote: 5 - 0 Approved

Other: Jay Ingwell (ABSENT)

E. A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3 Regarding HC/LI Zoning Uses Within MU-S Future Land Use

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance amending the Land Development Code (LDC) Chapter 3, to identify those uses of the Heavy Commercial and Light Industrial (HC/LI) zoning district that are allowed within the Mixed-Use Suburban (MU-S) future land use (FLU) category.

Motion by Timothy Pyle, Seconded by Eric Fears

Motion was made to recommend approval, as amended, to the BCC.

Vote: 5 - 0 Approved

Other: Jay Ingwell (ABSENT)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Technical/Public Service 2.

Community Redevelopment Agency

Meeting Date: 11/30/2017

Issue: Conduct a Public Hearing to Consider Adoption of the Oakfield Redevelopment Trust Fund Ordinance

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning to Conduct a Public Hearing to Consider Adoption of the Oakfield Redevelopment Trust Fund Ordinance - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action concerning an Ordinance to establish the Oakfield Redevelopment Trust Fund:

A. Conduct a Public Hearing at 5:32 p.m., for consideration to Adopt an Ordinance of Escambia County, Florida creating Volume I, Chapter 46, Article VI, Section 46-293 of the Escambia County Code of Ordinances relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Oakfield Redevelopment District projects; providing for short title; Providing for legislative findings; Providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the fiscal year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date; and

B. Authorize the Chairman to sign and execute the Ordinance.

BACKGROUND:

On December 11, 2014, the Escambia County Board of County Commissioners adopted a Resolution (R2014-147) creating the Oakfield Redevelopment District.

On November 30, 2017, at 9:00 a.m., a CRA meeting was convened to recommend to the Board to conduct a Public Hearing at 5:32 p.m., to consider adoption of an Ordinance to establish the Oakfield Redevelopment Trust Fund. A copy of the Ordinance is attached.

BUDGETARY IMPACT:

Funding for the proper advertisement will be provided through the CRA Administration, Fund 151, Cost Center 370110.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Ordinance was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No additional personnel is needed to carry out the process.

POLICY/REQUIREMENT FOR BOARD ACTION:

Conduct a Public Hearing to adopt an Ordinance is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

Upon Board adoption of the Ordinance, CRA staff, in coordination with other County Departments, Chris Jones Property Appraiser, and the various Neighborhood Groups in Oakfield District, will process the necessary documents for the Oakfield Trust Fund for the designated area.

Attachments

ORD 2017 Oakfield TIF

ORDINANCE 2017-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 46, ARTICLE VI, SECTION 46-293 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ESTABLISHMENT AND FUNDING FOR A REDEVELOPMENT TRUST FUND PURSUANT TO SECTION 163.387, FLORIDA STATUTES, FOR OAKFIELD REDEVELOPMENT DISTRICT PROJECTS; PROVIDING FOR SHORT TITLE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR ESTABLISHMENT OF REDEVELOPMENT TRUST FUND; PROVIDING FOR FUNDING OF REDEVELOPMENT TRUST FUND; PROVIDING FOR DISPOSITION OF MONIES UPON EXPIRATION OF THE FISCAL YEAR; PROVIDING FOR INDEPENDENT AUDIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of the Board of County Commissioners to promote, protect, and improve the health, safety, and welfare of the citizens of Escambia County; and

WHEREAS, on March 7, 1995, the Board of County Commissioners by Resolution determined there existed the need for a Community Redevelopment Agency in Escambia County to carry out the community redevelopment purposes set out in Part III of Chapter 163, Florida Statutes, "The Community Redevelopment Act of 1969"; and

WHEREAS, on December 11, 2014, the Board of County Commissioners adopted the Oakfield Resolution of Findings (R2014-147) of slum and blight and a shortage of affordable housing for low and moderate income households in the Oakfield community; and

WHEREAS, the Board of County Commissioners hereby finds that a Redevelopment Trust Fund for the Oakfield Redevelopment Area, as provided in this Ordinance, is now necessitated to ensure the continued protection of the health, safety, and welfare of the citizens of the County through the Community Redevelopment Act.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. Chapter 46, Article VI, Section 46-293 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

Sec. 46-293. The Oakfield Redevelopment Trust Fund Ordinance.

(1) Title. This section shall be known as the "*The Oakfield Redevelopment Trust Fund Ordinance*," and may be cited as such, and will be referred to herein as "this section."

(2) Legislative Findings:

- a. On March 7, 1995, September 4, 1997, and September 19, 2002, the Board of County Commissioners of Escambia County (hereinafter called the "Board") adopted resolutions by which it found and declared: i) that five blighted areas existed in Escambia County; ii) that the rehabilitation, conservation or redevelopment, or a combination thereof, of said blighted areas were necessary in the interest of the

public health, safety, morals and welfare of the residents of Escambia County to eliminate, remedy and prevent conditions of slums and blights; iii) that said blighted areas were appropriate for community redevelopment projects; and iv) that there existed the need for a Community Redevelopment Agency to function in Escambia County to carry out the community redevelopment purposes pursuant to part III of Ch. 163, Florida Statutes, "The Community Redevelopment Act of 1969" or (hereinafter called "the Act"), as amended. These resolutions designated the blighted areas as community redevelopment areas.

- b. On March 7, 1995, the Board adopted Ordinance No. 95-6 by which it declared its membership to comprise the Community Redevelopment Agency of Escambia County and vested in such agency all rights, powers, duties, privileges and immunities authorized by the Act.
- c. The Board finds that the findings, determinations, declarations, and actions set forth in Resolution R2014-147 and Ordinance 2017-____ are supported by competent and substantial evidence and that said findings determinations, declarations, and actions are valid as it relates to the purpose of this Ordinance. The boundaries of the area are described as follows:

Begin at the intersection of the North right-of-way line of Brent Lane (R/W varies) and the East right-of-way line of North Palafox Highway (R/W varies); thence run North along said East right-of-way line for 920 feet, more or less, to a point that is perpendicular to the most Southerly corner of that parcel of land recorded in Official Records Book 6362 at page 573 of the public records of Escambia County, Florida; thence run West for 115 feet, more or less, to said most Southerly corner of said parcel and the East right-of-way line of Pensacola Boulevard (125' R/W); thence run Northerly along the East right-of-way line of said Pensacola Boulevard (125' R/W) to the East right-of-way line of Interstate 10 Ramp (R/W varies); thence run Northeasterly along said Interstate 10 Ramp (R/W varies) right-of-way line to the South right-of-way line of Interstate 10 (R/W varies); thence run East along said South right-of-way line of Interstate 10 (R/W varies) and continue South along the West right-of-way line of Interstate 110 (R/W varies) to the aforesaid North right-of-way line of Brent Lane (R/W varies); thence run West along said North right-of-way line to the Point of Beginning.

- d. In addition, the Board makes the following finding:
Each governmental taxing authority, which levies ad valorem taxes on taxable real property contained within the boundaries of the Oakfield Redevelopment District, was furnished notice of the proposed Ordinance at least fifteen (15) days prior to the date on which this matter is to be considered, as required by §163.346, Florida Statutes, as amended.

(3) Definitions. Unless the context clearly requires otherwise, any terms contained in this Ordinance shall have the same meaning set forth in Part III, Chapter 163, Florida Statutes, as amended.

(4) Establishment of Redevelopment Trust Fund. For the duration of the Oakfield Redevelopment Plan, such plan shall be funded by the *Oakfield Redevelopment Trust Fund*. Pursuant to §163.387, Florida Statutes, there is hereby established a Redevelopment Trust Fund for the Community Redevelopment Agency of Escambia

County. Funds allocated to and deposited in this Fund shall be used to finance or to refinance community redevelopment projects undertaken in the Oakfield Redevelopment District and when directly related to the financing or refinancing of such a community redevelopment project, also may be expended for any other purpose authorized by §163.387, Florida Statutes, as amended, including:

- a. Administrative and overhead expenses necessary or incidental to the preparation and implementation of a community redevelopment plan adopted by the Community Redevelopment Agency;
- b. Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the Board or the Community Redevelopment Agency for such expenses incurred before the redevelopment plans was approved and adopted;
- c. The acquisition of real property in the Oakfield Redevelopment District;
- d. Property clearance and preparation of the Oakfield Redevelopment District for redevelopment and for relocation of site occupants as provided for §163.370, Florida Statutes, as amended;
- e. Repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and other forms of indebtedness;
- f. All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of agency bonds, bond anticipation notes, or other form of indebtedness; including funding of any reserve, redemption, or other fund or account provided for in the Ordinance or Resolution authorizing such bonds, notes, or other form of indebtedness; and
- g. Development of affordable housing in the area.

(5) Funding of Redevelopment Trust Fund.

- a. For the duration of any community redevelopment project undertaken in the Oakfield Redevelopment District pursuant to its redevelopment plan, the annual funding of the Redevelopment Trust Fund established by Section 4 shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of each taxing authority, derived from or held in connection with the undertaking and the carrying out of community redevelopment under the Community Redevelopment Act. Such increment shall be determined annually and shall be that amount equal to **75%** of the difference between:
 1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Oakfield Redevelopment Area; and
 2. The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of

the taxable real property in the Oakfield Redevelopment Area is shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

- b. Pursuant to §163.387(2), Florida Statutes, as amended, commencing upon the effective date of this ordinance and for the duration of any community redevelopment project undertaken pursuant to the Community Redevelopment Act, each taxing authority shall annually appropriate and shall pay on or before January 1 to the Redevelopment Trust Fund a sum that is not less than the increment of ad valorem tax revenues as defined and as determined above. Failure of said taxing authorities to do so shall subject the taxing authorities to the penalty provision set forth in §163.387, Florida Statutes, as amended.
 - c. The obligation of the Board to fund the Redevelopment Trust Fund annually shall continue until all loans, advances, and indebtedness, if any, and any interest thereon of the Community Redevelopment Agency incurred as a result of a community redevelopment project, has been paid, but only to the extent that the tax increment described in this section accrues. The Board covenants that so long as its obligation to fund the Redevelopment Trust Fund continues pursuant to §163.387, Florida Statutes, as amended, it shall take all necessary action to enforce the performance of the obligation of each taxing authority to make the annual appropriations required by aforementioned paragraphs. However, the obligation of the Board to fund the Redevelopment Trust Fund shall not be construed to make Escambia County a guarantor of the obligations of other taxing authorities under this ordinance or the Community Redevelopment Act; nor shall it be construed to require the exercise of the taxing power of Escambia County or the payment to the Redevelopment Trust Fund from any other funds of Escambia County except for the incremental revenue provided in the aforementioned paragraphs.
 - d. The Redevelopment Trust Fund shall be maintained and shall be administered as a separate account and unexpended monies deposited therein shall be dispensed as authorized by law.
- (6) Disposition of Monies Upon Expiration of the Fiscal Year.** Any money, which remains in the Redevelopment Trust Fund after the payment of expenses on the last day of the fiscal year of the fund, shall be appropriated for a redevelopment project pursuant to an approved community redevelopment plan which project will be completed within three (3) years from the date of such appropriation in accordance with §163.387(7), Florida Statutes, as amended.
- (7) Annual Audit.** The Community Redevelopment Agency shall provide for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit. Such report shall describe the amount of and source of deposits into, and the amount of and purpose of withdrawals from the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of any such indebtedness. Thereafter, the agency shall provide a copy of the report to each taxing authority.

Section 2. Severability. If any section, subsection, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portions of the ordinance.

Section 3. Inclusion in the Code. It is the intention of the Board that the provisions of this ordinance shall become and be made a part of the Escambia County Code of Ordinances and that such sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS _____ DAY OF _____, 2017.

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

BY: _____
Jeff Bergosh, Chairman

**ATTEST: PAM CHILDERS
Clerk to the Circuit Court**

BY: _____
Deputy Clerk

(Seal)

**Enacted:
Filed with Department of State:
Effective:**

Approved as to form and legal
sufficiency.

By/Title: _____
Date: 10/24/17



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Technical/Public Service 3.

Community Redevelopment Agency

Meeting Date: 11/30/2017

Issue: Community Redevelopment Agency Meeting Minutes, September 21, 2017

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 21, 2017 Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the September 21, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On November 30, 2017, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this recommendation.

Attachments

CRAMINUTES September212017



MINUTES
COMMUNITY REDEVELOPMENT AGENCY
September 21, 2017
9:00 a.m.

BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present: Doug Underhill, Commissioner, District 2 - Chairman
Grover Robinson, IV, Commissioner, District 4
Steven Barry, Commissioner, District 5
Jeff Bergosh, Commissioner, District 1 - Vice-Chair

Absent: Lumon May, Commissioner, District 3

Staff Present: Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Amy Lovoy, Assistant County Administrator
Tonya Gant, Department Director
Clara Long, Division Manager
Melanie Johnson, Administrative Assistant
Judy Witterstaeter, Agenda Program Coordinator

Call to Order. **9:03 a.m.**

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

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning to Schedule and Advertise a Public Hearing to adopt the Oakfield Redevelopment Trust Fund Ordinance - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action to schedule and advertise a Public Hearing for Thursday, November 30, 2017 at 5:32 p.m., for consideration to adopt an Ordinance of Escambia County, Florida creating Volume I, Chapter 46, Article VI, Section 46-293 of the Escambia County Code of Ordinances relating to the establishment and funding for a Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes, for Oakfield Redevelopment District projects; providing for short title; Providing for legislative findings; Providing for definitions; providing for establishment of Redevelopment Trust Fund; providing for funding of Redevelopment Trust Fund; providing for disposition of monies upon expiration of the fiscal year; providing for independent audit; providing for severability; providing for inclusion in the code; providing for an effective date.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry Commissioner May, Out of Chambers

Vote: 4 - 0

2 Recommendation Concerning to Schedule and Advertise a Public Hearing to Consider Adoption of the Oakfield Redevelopment Plan - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action to schedule and advertise a Public Hearing for Thursday, November 30, 2017 at 5:31 p.m., to consider adoption of the Oakfield Redevelopment Plan, as requested by the Community Redevelopment Agency.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry Commissioner May, Out of Chambers

Vote: 4 - 0

3 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 17, 2017- Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 17, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 1 - Vice-Chair Jeff Bergosh, Seconded by Commissioner, District 5 Steven Barry Commissioner May, Out of Chambers

Vote: 4 - 0

III. Budget/Finance

1 Recommendation Concerning CRA Safe Neighborhood Areas Street Lighting Project Contracts - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Community Redevelopment Agency (CRA) Safe Neighborhood Areas Street Lighting Project Contracts:

A. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Carriage Hills & Creekside Oaks Safe Neighborhood Area for \$41,513.56;

B. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Wedgewood & Rolling Hills Safe Neighborhood Area for \$175,764;

C. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Avondale Safe Neighborhood Area for \$13,211.68;

D. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Lincoln Park & Detroit Boulevard Safe Neighborhood Area for \$19,842.76;

E. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule within the Cantonment Phase 2 Safe Neighborhood Area for \$98,062.56; and

F. Authorize the Chairman or Vice-Chairman to sign the Contracts.

[Funding: Fund 101/Cost Center 370104]

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 4 Grover Robinson, IV Commissioner May, Out of Chambers

Vote: 4 - 0

2 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab

Grant Program Funding and Lien Agreements:

A. Approve the following eight Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Geoffrey M. Brown, owner of residential property located at 26 Kennington Drive, Warrington Redevelopment District, each in the amount of \$1,995, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;
2. The Agreements between Escambia County CRA and Susan A. Burroughs, owner of residential property 214 Bill Place, Warrington Redevelopment District, each in the amount of \$1,950, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;
3. The Agreements between Escambia County CRA and Ryan W. Gerke and Britney G. Hiras, owners of residential property 4 Greve Court, Warrington Redevelopment District, each in the amount of \$1,815, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for sanitary sewer connections;
4. The Agreements between Escambia County CRA and Gloria Gilbert, owner of residential property 109 South Jamaica Street, Warrington Redevelopment District, each in the amount of \$2,348, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new windows;
5. The Agreements between Escambia County CRA and John T. Harp, owner of residential property 1103 North Old Corry Field Road, Brownsville Redevelopment District, each in the amount of \$5,036, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370113, to install new windows and storm shutter installation;
6. The Agreements between Escambia County CRA and Cheryl J. Holbert, owner of residential property 208 West Sunset Avenue, Warrington Redevelopment District, each in the amount of \$1,760, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for sanitary sewer connections;
7. The Agreements between Escambia County CRA and Richard B. Page, owner of residential property 307 South First Street, Warrington Redevelopment District, each in the amount of \$3,588 representing an in-kind match through the Warrington Tax Increment

Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

8. The Agreements between Escambia County CRA and Glen C. Sefcik, owner of residential property 307 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$4,537, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 4 Grover Robinson, IV Commissioner May, Out of Chambers

Vote: 4 - 0

3 Recommendation Concerning Commercial Sign Grant Program Funding Agreement - Tonya Gant, Neighborhood and Human Services Department Director

That the Board take the following action concerning the Commercial Sign Grant Program Funding Agreement for the property located at 211 East Nine Mile Road:

A. Approve the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Frauenshuh Hospitality Group of FL, LLC, owner of commercial property located at 211 East Nine Mile Road, Pensacola, Florida, in the Ensley Redevelopment District, in the amount of \$2,000, representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, and/or Neighborhood Enterprise Division (NED) 2013 Community Development Block Grant (CDBG), Fund 129, Cost Center 370218, to install a new sign; and

B. Authorize the Chairman to sign the Funding Agreement and any related documents necessary to implement this Grant award.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 4 Grover Robinson, IV Commissioner May, Out of Chambers

Vote: 4 - 0

Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of eight Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	Address	Amount
Charles H., Jr. and Elizabeth J. Wimberly	8 Rowland Court	\$6,000
Peggy S. Helms	115 Southeast Kalash Road	\$1,365
Catherine R. Belk	416 Greve Road	\$1,525
Angelina Stallworth	803 Massachusetts Avenue	\$3,647
Sarah Conner	808 Lucerne Avenue	\$2,367
Alice M. Ripley	4 Northwest Kalash Road	\$1,200
Robert E. Wailes, Jr. and Linda L. Wailes	217 Bryant Road	\$1,792
Linda L. Suermann	3 Northwest Kalash Road	\$1,575

B. Authorize the Chairman to execute the Cancellation of Lien documents.

Motion made by Commissioner, District 1 - Vice-Chair Jeff Bergosh,
Seconded by Commissioner, District 5 Steven Barry Commissioner May,
Out of Chambers

Vote: 4 - 0

IV. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance 1.

Community Redevelopment Agency

Meeting Date: 11/30/2017

Issue: Residential Rehab Grant Program Funding and Lien Agreements

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following 16 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Ren and Sheng Enterprises, LLC, owners of residential property located at 508 Edgewater Drive, Warrington Redevelopment District, each in the amount of \$4,448, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows;
2. The Agreements between Escambia County CRA and Grace R. Amell, owner of residential property located at 3219 Bayshore Square, Barrancas Redevelopment District, each in the amount of \$5,934, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace windows;
3. The Agreements between Escambia County CRA and Brenda Joyce Greene, owner of residential property located at 2570 Brooklyn Street, Atwood Redevelopment District, each in the amount of \$2,640, representing an in-kind match through the Atwood Tax Increment Financing (TIF), Fund 151, Cost Center 370120, for total electrical rewiring upgrade;
4. The Agreements between Escambia County CRA and Vernon T. Washington, owner of residential property located at 3400 Hernandez Street, Englewood Redevelopment District, each in the amount of \$2,520, representing an in-kind match through the

Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, to replace roof;

5. The Agreements between Escambia County CRA and Cheryl R. Cooksey, owner of residential property located at 314 Bryant Road, Warrington Redevelopment District, each in the amount of \$3,909, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows;

6. The Agreements between Escambia County CRA and Derryl D. Kidder, owner of residential property located at 4 Audusson Avenue, Barrancas Redevelopment District, each in the amount of \$2,775, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

7. The Agreements between Escambia County CRA and Susan W. Combs, owner of residential property located at 610 Chaseville Street, Warrington Redevelopment District, each in the amount of \$3,650, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

8. The Agreements between Escambia County CRA and John R. Ryan, owner of residential property located at 104 Southeast Gilliland Road, Warrington Redevelopment District, each in the amount of \$2,850, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

9. The Agreements between Escambia County CRA and Naybor Properties, LLC, owner of residential property located at 804 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$3,115, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

10. The Agreements between Escambia County CRA and Gary J. and Mallie W. Langhammer, owner of residential property located at 15 Lieutenant Street, Warrington Redevelopment District, each in the amount of \$2,660, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows;

11. The Agreements between Escambia County CRA and Robert E. Tarrant, Jr., owner of residential property located at 2275 Berg Street, Atwood Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Atwood Tax Increment Financing (TIF), Fund 151, Cost Center 370120, for total electrical rewiring upgrade, to replace windows, and install storm shutters;

12. The Agreements between Escambia County CRA and Mary Gail Parkton, owner of residential property located at 8424 Forge Place, Ensley Redevelopment District, each in the amount of \$3,000, representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, to replace roof;

13. The Agreements between Escambia County CRA and Michelle A. Gray, owner of residential property located at 308 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of \$3,450, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

14. The Agreements between Escambia County CRA and Paula Benson, owner of residential property the address: redacted pursuant to Section 119.071(4)(d), Florida Statutes, Englewood Redevelopment District, each in the amount of \$2,842, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, to replace windows;

15. The Agreements between Escambia County CRA and Vicky L. Weeks, owner of residential property located at 1701 Gulf Beach Highway, Warrington Redevelopment District, each in the amount of \$5,841, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows;

16. The Agreements between Escambia County CRA and Daniel E. and Catherin M. Storey, owners of residential property located at 507 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of \$2,050, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for residential properties within the designated CRA areas. A rendering of each project is attached.

On November 30, 2017 at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. Ren and Sheng Enterprises, Warrington TIF, Cost Center 370114, in the amount of \$4,448
2. Grace R. Amell, Barrancas TIF, Cost Center 370116, in the amount of \$5,934
3. Brenda Joyce Greene, Atwood TIF, Cost Center 370120, in the amount of \$2,640
4. Vernon T. Washington, Englewood TIF, Cost Center 370117, in the amount of \$2,520
5. Cheryl R. Cooksey, Warrington TIF, Cost Center 370114, in the amount of \$3,909
6. Derryl D. Kidder, Barrancas TIF, Cost Center 370116, in the amount of \$5,550

7. Susan W. Combs, Warrington TIF, Cost Center 370114, in the amount of \$3,650
8. John R. Ryan, Warrington TIF, Cost Center 370114, in the amount of \$2,850
9. Naybor Properties, LLC, Barrancas TIF, Cost Center 370116, in the amount of \$3,115
10. Gary J. and Mallie W. Langhammer, Warrington TIF, Cost Center 370114, in the amount of \$2,600
11. Robert E. Tarrant, Jr., Atwood TIF, Cost Center 370120, in the amount of \$6,000
12. Mary Gail Parkton, Ensley TIF, Cost Center 370119, in the amount of \$3,000
13. Michelle A. Gray, Warrington TIF, Cost Center 370114, in the amount of \$3,450
14. Paula Benson, Englewood TIF, Cost Center 370117, in the amount of \$2,842
15. Vicky L. Weeks, Warrington TIF, Cost Center 370114, in the amount of \$5,841
16. Daniel E. and Catherin M. Storey, Warrington TIF, Cost Center 370114, in the amount of \$2,050

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreement Ren&ShengEnt November2017

Agreement Amell November2017

Agreement Greene November2017

Agreement-Washington November2017

Agreement Cooksey November2017

Agreement Kidder November2017

Agreement Combs November2017

Agreement Ryan November2017

Agreement NayborProp November2017

Agreement Langhammer November2017

Agreement Tarrant November2017

Agreement Parkton November2017

Agreement Gray November2017

Agreement Benson Nov2017

Agreement Weeks November2017

Agreement Storey November2017

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 30th day of **November 2017**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Ren & Sheng Enterprises, LLC**, (the "Recipient"), owner of residential property located at **508 Edgewater Drive**, Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$4,448**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$4,448**, which shall be comprised of a cash contribution of **\$4,448**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **30th** day of **November 2017**, and the Project shall be complete on or before the **28th** day of **February 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:

Ren & Sheng Enterprises, LLC
508 Edgewater Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 9/7/17

For: Board of County Commissioners of Escambia County

By: _____
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

[Signature]
Gongying Ren, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of September, 2017 by Gongying Ren, Property Owner. She () is personally known to me or () has produced GA Drivers Lic as identification.



[Signature]
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Ren & Sheng Enterprises, LLC**

Property Address: **508 Edgewater Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement windows.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Ren & Sheng Enterprises, LLC

Address of Property
508 Edgewater Drive
Pensacola, FL 32507

Property Reference No.
37-2S-30-1001-039-002

Total Amount of Lien

\$4,448

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

[Handwritten Signature]

Gongying Ren, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of September, 2017 by Gongying Ren, Property Owner. She () is personally known to me or () has produced GA Drivers Lic as identification.

[Handwritten Signature]

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: ~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: *[Handwritten Signature]*
Date: 9/13/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Replacement Windows

508 Edgewater Drive – Ren & Sheng Enterprises, LLC

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 30th day of November 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Grace R. Amell (the "Recipient"), owner of residential property located at 3219 Bayshore Square, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$5,934, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$5,934 which shall be comprised of a cash contribution of \$5,934.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 30th day of November 2017, and the Project shall be complete on or before the 28th day of February 2018, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Grace R. Amell
3219 Bayshore Square
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Grace R. Amell**

Property Address: **3219 Bayshore Square, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement windows.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Grace R. Amell

Address of Property
3219 Bayshore Square
Pensacola, FL 32507

Property Reference No.
59-2S-30-2190-002-002

Total Amount of Lien

\$5,934

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Grace R. Amell
Grace R. Amell, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of September, 2017 by Grace R. Amell, Property Owner. She () is personally known to me or () has produced FL DL EXP. 10-28-18 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: _____
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 9/27/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

BEFORE



**Replacement windows-3219 Bayshore Square-Grace R.
Amell**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 30th day of November 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Brenda Joyce Greene, (the "Recipient"), owner of residential property located at 2570 Brooklyn Street, Pensacola, Florida, 32514.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$2,640, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$2,640, which shall be comprised of a cash contribution of \$2,640.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 30th day of November 2017, and the Project shall be complete on or before the 28th day of February 2018, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Nick Jordan, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Brenda Joyce Greene
2570 Brooklyn Street
Pensacola, FL 32514

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Brenda Joyce Greene**

Property Address: **2570 Brooklyn Street, Pensacola, Florida, 32514**

The "Project" includes the following improvement to the above referenced property:

Total Electrical Rewiring Upgrade

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) Brenda Joyce Greene	Address of Property <u>2570 Brooklyn Street</u> <u>Pensacola, FL 32514</u>	Property Reference No. <u>17-1S-30-3000-002-039</u>
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Total Amount of Lien **\$2,640**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Brenda Joyce Greene
Brenda Joyce Greene, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of September, 2017 by Brenda Joyce Greene, Property Owner. She () is personally known to me or () has produced FLDL Exp. 8-4-20 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: _____
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kellie S. Ad
Date: 9/27/17

This instrument prepared by:
Nick Jordan, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Before Picture

Total Electrical Rewiring Upgrade
2570 Brooklyn Street – Brenda Joyce Greene

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 30th day of November 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Vernon T. Washington, (the "Recipient"), owner of residential property located at 3400 Hernandez Street, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$2,520**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,520**, which shall be comprised of a cash contribution of **\$2,520**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **30th** day of **November 2017**, and the Project shall be complete on or before the **28th** day of **February 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Nick Jordan, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Vernon T. Washington,
3400 Hernandez Street
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: ~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:
Vernon T. Washington
Vernon T. Washington, Property Owner

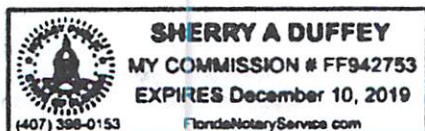
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of September, 2017 by Vernon T. Washington, Property Owner. He () is personally known to me or () has produced FL DL Exp. 11-12-19 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public



Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 9/20/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Vernon T. Washington**

Property Address: **3400 Hernandez Street, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) <u>Vernon T Washington,</u>	Address of Property <u>3400 Hernandez Street</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>16-2S-30-4900-010-004</u>
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Total Amount of Lien **\$2,520**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Vernon T. Washington
Vernon T. Washington, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of September, 2017 by Vernon T. Washington, Property Owner. He () is personally known to me or () has produced FL DL Exp. 11-12-19 as identification.

(Notary Seal)

Sherry Duffey
Signature of Notary Public
Sherry Duffey
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: _____
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: K. H. [Signature]
Date: 9/26/17

This instrument prepared by:
Nick Jordan, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Before Picture

Replacement Roof

3400 Hernandez Street – Vernon T. Washington

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 30th day of **November 2017**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Cheryl R. Cooksey**, (the "Recipient"), owner of residential property located at 314 Bryant Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$3,909**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,909**, which shall be comprised of a cash contribution of **\$3,909**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 30th day of **November 2017**, and the Project shall be complete on or before the 28th day of **February 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:

Cheryl R. Cooksey
314 Bryant Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)


For Recipient:


Cheryl R. Cooksey, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of October, 2017 by Cheryl R. Cooksey, Property Owner. She () is personally known to me or () has produced TX Drivers Lic as identification.





Signature of Notary Public
MAXWELL ROGERS

Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: 
Date: 10/18/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Cheryl R. Cooksey**
Property Address: **314 Bryant Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Windows.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Cheryl R. Cooksey

Address of Property
314 Bryant Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-186-010

Total Amount of Lien

\$3,909

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For/Recipient:

Cheryl R. Cooksey
Cheryl R. Cooksey, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of October, 2017 by Cheryl R. Cooksey, Property Owner. She () is personally known to me or () has produced TX Drivers Lic as identification.

Maxwell Rogers
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: ~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Max Rogers
Date: 10/11/17



Replacement Windows

314 Bryant Road – Cheryl R. Cooksey

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 30th day of November 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Derryl D. Kidder (the "Recipient"), owner of residential property located at 4 Audusson Avenue, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$2,775**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,775** which shall be comprised of a cash contribution of **\$2,775**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **30th** day of **November 2017**, and the Project shall be complete on or before the **28th** day of **February 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Derryl D. Kidder
4 Audusson Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:



Derryl D. Kidder, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of October, 2017 by Darryl D. Kidder, Property Owner. He () is personally known to me or () has produced FL DL EXP. 10-28-23 as identification.



Signature of Notary Public

(Notary Seal)

Sherry Duffey

Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: 
Date: 10/4/17



EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Derryl D. Kidder**
Property Address: **4 Audusson Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Derryl D. Kidder

Address of Property
4 Audusson Avenue
Pensacola, FL 32507

Property Reference No.
59-2S-30-1000-003-020

Total Amount of Lien

\$2,775

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.


For Recipient:



Derryl D. Kidder, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of October, 2017 by Derryl D. Kidder, Property Owner. He () is personally known to me or () has produced FL DL Exp. 10-28-23 as identification.



Signature of Notary Public

(Notary Seal)



Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: ~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

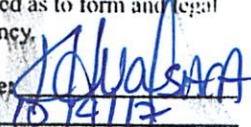
ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: 
Date: 10/19/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

BEFORE



Replacement roof

4 Audusson Avenue-Derryl D. Kidder

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 30th day of **November 2017**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Susan W. Combs**, (the "Recipient"), owner of residential property located at **610 Chaseville Street**, Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$3,650**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,650**, which shall be comprised of a cash contribution of **\$3,650**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **30th** day of **November 2017**, and the Project shall be complete on or before the **28th** day of **February 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:

Susan W. Combs
610 Chaseville Street
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Susan W. Combs
Susan W. Combs, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of October, 2017 by Susan W. Combs, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.



Maxwell Rogers
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 10/11/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Susan W. Combs

Property Address: 610 Chaseville Street, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Replacement Roof.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Susan W. Combs

Address of Property
610 Chaseville Street
Pensacola, FL 32507

Property Reference No.
37-2S-30-1001-010-005

Total Amount of Lien

\$3,650

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Susan Combs
Susan W. Combs, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of October, 2017 by Susan W. Combs, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

[Signature]
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: _____
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: [Signature]
Date: 10/11/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Replacement Roof

610 Chaseville Street – Susan W. Combs

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 30th day of **November 2017**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and John R. Ryan, (the "Recipient"), owner of residential property located at 104 Southeast Gilliland Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$2,850**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,850**, which shall be comprised of a cash contribution of **\$2,850**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **30th** day of **November 2017**, and the Project shall be complete on or before the **28th** day of **February 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:

John R. Ryan
104 Southeast Gilliland Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

John R. Ryan, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of October, 2017 by John R. Ryan, Property Owner. He is personally known to me or has produced _____ as identification.



Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/12/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **John R. Ryan**
Property Address: **104 Southeast Gilliland Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name <u>John R. Ryan</u>	Address of Property <u>104 Southeast Gilliland Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-6090-571-026</u>
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Total Amount of Lien **\$2,850**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

[Signature]
John R. Ryan, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of October, 2017 by John R. Ryan, Property Owner. He () is personally known to me or () has produced _____ as identification.

[Signature]
Signature of Notary Public

Maxwell Rogers
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: _____
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
[Signature]
By/Title: _____
Date: 10/11/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Replacement Roof

104 Southeast Gilliland Road – John R. Ryan

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **30th** day of **November 2017**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Naybor Properties, LLC** (the "Recipient"), owner of residential property located at **804 Lakewood Road**, Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$3,115**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,115**, which shall be comprised of a cash contribution of **\$3,115**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **30th** day of **November 2017**, and the Project shall be complete on or before the **28th** day of **February 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts

documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):

Naybor Properties, LLC
804 Lakewood Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s): **Naybor Properties, LLC**

John Naybor, Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23RD day of October, 2017 by John Naybor, Manager. He is personally known to me or has produced _____ as identification.

Signature of Notary Public
Sherry Duffey

Printed Name of Notary Public

(Notary Seal)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/17/17



EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Naybor Properties, LLC

Property Address: 804 Lakewood Road, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) <u>Naybor Properties, LLC</u>	Address of Property <u>804 Lakewood Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>59-2S-30-1000-031-003</u>
--	--	--

Total Amount of Lien **\$3,115**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s): Naybor Properties, LLC

[Signature]
John Naybor, Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23RD day of October 2017 by John Naybor, Manager. He () is personally known to me or () has produced _____ as identification.

[Signature]
Signature of Notary Public
Sherry Duffey
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: _____
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____
BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 10/17/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

BEFORE



Replacement roof

804 Lakewood Road-Naybor Properties, LLC

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 30th day of November 2017, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Gary J. and Mallie W. Langhammer, (the "Recipient(s)"), owner of residential property located at 15 Lieutenant Street, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of \$2,660, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$2,660, which shall be comprised of a cash contribution of \$2,660.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 30th day of November 2017, and the Project shall be complete on or before the 28th day of February 2018, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):

Gary J. and Mallie W. Langhammer
1121 Barcia Drive
Pensacola, FL 32503

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

Gary J. Langhammer
Gary J. Langhammer, Property Owner
Mallie W. Langhammer
Mallie W. Langhammer, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of October, 2017 by Gary J. Langhammer, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 25th day of October, 2017 by Mallie W. Langhammer, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.



Maxwell Rogers
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 10/25/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Gary J. and Mallie W. Langhammer
Property Address: 15 Lieutenant Street, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Replacement Windows.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)

**Gary J. Langhammer and
Mallie W. Langhammer**

Address of Property

**15 Lieutenant Street
Pensacola, FL 32507**

Property Reference No.

37-2S-30-9000-008-003

Total Amount of Lien

\$2,660

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Gary J. Langhammer
Gary J. Langhammer, Property Owner
Mallie W. Langhammer
Mallie W. Langhammer, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of October, 2017 by Gary J. Langhammer, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 25th day of October, 2017 by Mallie W. Langhammer, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

[Signature]
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 10/25/17



Replacement Windows

**15 Lieutenant Street – Gary J. and Mallie W.
Langhammer**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 30th day of **November 2017**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Robert E. Tarrant, Jr.**, (the "Recipient"), owner of residential property located at 2275 Berg Street, Pensacola, Florida, **32514**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$6,000**, which shall be comprised of a cash contribution of **\$6,000**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 30th day of **November 2017**, and the Project shall be complete on or before the 28th day of **February 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Nick Jordan, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Robert E. Tarrant, Jr.
2275 Berg Street
Pensacola, FL 32514

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

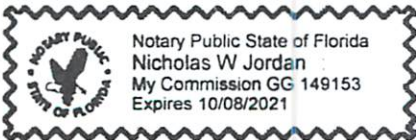
(SEAL)

For Recipient:

Robert E. Tarrant, Jr.
Robert E. Tarrant, Jr., Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of October, 2017 by Robert E. Tarrant, Jr., Property Owner. He () is personally known to me or () has produced Drivers license as identification.



(Notary Seal)

Nicholas Jordan
Signature of Notary Public

Nicholas Jordan
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: Nicholas Jordan
Date: 10/25/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Robert E. Tarrant, Jr.**

Property Address: **2275 Berg Street, Pensacola, Florida, 32514**

The "Project" includes the following improvement to the above referenced property:

Total Electrical Rewiring Upgrade, Replacement Windows and Storm Shutter Installation.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) <u>Robert E. Tarrant, Jr.</u>	Address of Property <u>2275 Berg Street</u> <u>Pensacola, FL 32514</u>	Property Reference No. <u>18-1S-30-1201-070-004</u>
---	--	---

Total Amount of Lien **\$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

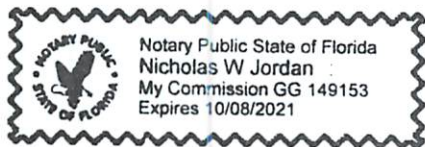
If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Robert E. Tarrant, Jr.
Robert E. Tarrant, Jr., Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of October, 2017 by Robert E. Tarrant, Jr., Property Owner. He () is personally known to me or () has produced Drivers license as identification.



(Notary Seal)

Nicholas Jordan
Signature of Notary Public

Nicholas Jordan
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 10/16/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Before Picture

**Total Electrical Rewiring Upgrade, Replacement
Windows, and Storm Shutter Installation**

Atwood CRA

2275 Berg Street – Robert E. Tarrant Jr.

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **30th** day of **November 2017**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Mary Gail Parkton**, (the "Recipient"), owner of residential property located at **8424 Forge Place**, Pensacola, Florida, **32514**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$3,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,000**, which shall be comprised of a cash contribution of **\$3,000**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **30th** day of **November 2017**, and the Project shall be complete on or before the **28th** day of **February 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:

Mary Gail Parkton
8424 Forge Place
Pensacola, FL 32514

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Jeff Bergosh, Chairman

**ATTEST: PAM CHILDERS
Clerk of the Circuit Court**

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Mary Gail Parkton
Mary Gail Parkton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of October, 2017 by Mary Gail Parkton, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.



Signature of Notary Public
maxwell ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 10/25/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Mary Gail Parkton**

Property Address: **8424 Forge Place, Pensacola, Florida, 32514**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Mary Gail Parkton

Address of Property
8424 Forge Place
Pensacola, FL 32514

Property Reference No.
21-1S-30-2000-000-002

Total Amount of Lien

\$3,000

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Mary Gail Parkton
Mary Gail Parkton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

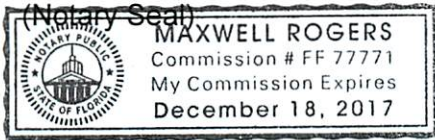
The foregoing instrument was acknowledged before me this 26th day of October, 2017 by Mary Gail Parkton, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

[Signature]

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency,

[Signature]
By/Title: _____
Date: 10/25/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Replacement Roof

8424 Forge Place – Mary Gail Parkton

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **30th** day of **November 2017**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Michelle A. Gray**, (the "Recipient"), owner of residential property located at **308 Southeast Kalash Road**, Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$3,450**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,450**, which shall be comprised of a cash contribution of **\$3,450**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **30th** day of **November 2017**, and the Project shall be complete on or before the **28th** day of **February 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:

Michelle A. Gray
308 Southeast Kalash Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Michelle A. Gray

Michelle A. Gray, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of October, 2017 by Michelle A. Gray, Property Owner. She is personally known to me or has produced _____ as identification.



Maxwell Rogers

Signature of Notary Public
Maxwell Rogers

Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: *K. Duval*
Date: 10/25/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Michelle A. Gray

Property Address: 308 Southeast Kalash Road, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Replacement Roof.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Michelle A. Gray

Address of Property
**308 Southeast Kalash Road
Pensacola, FL 32507**

Property Reference No.
50-2S-30-6090-473-022

Total Amount of Lien

\$3,450

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Michelle A. Gray
Michelle A. Gray, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of October, 2017 by Michelle A. Gray, Property Owner. She () is personally known to me or () has produced _____ as identification.

Maxwell Rogers

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: K. Childers
Date: 10/25/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Replacement Roof

308 Southeast Kalash Road – Michelle A. Gray

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 30th day of **November 2017**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Paula Benson**, (the "Recipient"), owner of residential property Address: Redacted pursuant to Section 119.071(4)(d), Florida Statutes.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$2,842**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,842**, which shall be comprised of a cash contribution of **\$2,842**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **30th** day of **November 2017**, and the Project shall be complete on or before the **28th** day of **February 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Nick Jordan, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Paula Benson
**Address: Redacted pursuant
to Section 119.071(4)(d),
Florida Statutes**

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Jeff Bergosh, Chairman

**ATTEST: PAM CHILDERS
Clerk of the Circuit Court**

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

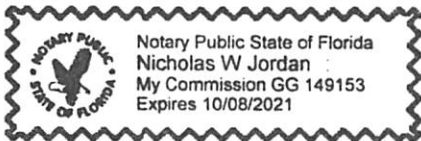
(SEAL)

For Recipient:

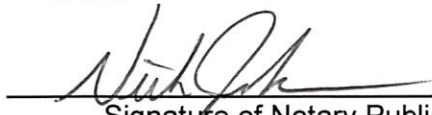

Paula Benson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of November, 2017 by Paula Benson, Property Owner. She () is personally known to me or () has produced FL Drivers license as identification.



(Notary Seal)



Signature of Notary Public



Printed Name of Notary Public

Approved as to form and legal sufficiency.

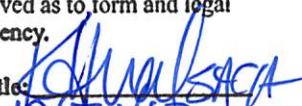
By/Title: 
Date: 10/31/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Paula Benson**

Property Address: **Redacted pursuant to Section 119.071(4)(d), Florida Statutes**

The "Project" includes the following improvement to the above referenced property:

Replacement Windows

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Paula Benson

Address of Property
**Redacted pursuant to
Section 119.071(4)(d),
Florida Statutes**

Property Reference No.
18-2S-30-6000-081-034

Total Amount of Lien

\$2,842

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

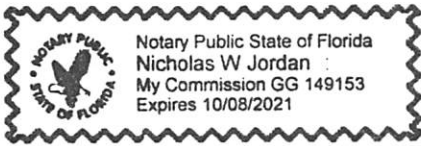
If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Paula Benson
Paula Benson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of November, 2017 by Paula Benson, Property Owner. She () is personally known to me or () has produced FL Drivers license as identification.



(Notary Seal)

Nick Jordan
Signature of Notary Public

Nicholas Jordan
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 10/31/17

This instrument prepared by:
Nick Jordan, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **30th** day of **November 2017**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Vicky L. Weeks**, (the "Recipient"), owner of residential property located at **1701 Gulf Beach Highway**, Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$5,841**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$5,841**, which shall be comprised of a cash contribution of **\$5,841**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **30th** day of **November 2017**, and the Project shall be complete on or before the **28th** day of **February 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:

Vicky L. Weeks
1701 Gulf Beach Highway
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Vicky L. Weeks

Vicky L. Weeks, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of November, 2017 by Vicky L. Weeks, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.



[Signature]

Signature of Notary Public
MAXWELL ROGERS

Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: [Signature]

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Vicky L. Weeks**

Property Address: **1701 Gulf Beach Highway, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Windows.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Vicky L. Weeks

Address of Property
1701 Gulf Beach Highway
Pensacola, FL 32507

Property Reference No.
35-2S-31-1000-013-131

Total Amount of Lien

\$5,841

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Vicky L. Weeks
Vicky L. Weeks, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of November, 2017 by Vicky L. Weeks, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

[Signature]
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: [Signature]
Date: 11/17/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Replacement Windows

1701 Gulf Beach Highway – Vicky L. Weeks

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 30th day of **November 2017**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Daniel E. and Catherin M. Storey, (the "Recipient(s)"), owner of residential property located at 507 Northwest Syrcle Drive, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$2,050**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,050**, which shall be comprised of a cash contribution of **\$2,050**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **30th** day of **November 2017**, and the Project shall be complete on or before the **28th** day of **February 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges 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. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):

Daniel E. and Catherin M. Storey
507 Northwest Syrcle Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

Daniel E. Storey, Property Owner

Catherin M. Storey, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of November, 2017 by Daniel E. Storey, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 3rd day of November, 2017 by Catherin M. Storey, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.



Signature of Notary Public
maxwell rogers
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: _____

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Daniel E. and Catherin M. Storey**
Property Address: **507 Northwest Syrcle Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof.

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Daniel E. and Catherin M. Storey</u>	<u>507 Northwest Syrcle Drive Pensacola, FL 32507</u>	<u>50-2S-30-6090-074-005</u>

Total Amount of Lien **\$2,050**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

[Signature]
Daniel E. Storey, Property Owner

[Signature]
Catherin M. Storey, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of November, 2017 by Daniel E. Storey, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 3rd day of November, 2017 by Catherin M. Storey, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

[Signature]
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: [Signature]
Date: 11/1/17



Replacement Roof

507 Northwest Syrcle Drive – Daniel E. and Catherin M.
Storey



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance 2.

Community Redevelopment Agency

Meeting Date: 11/30/2017

Issue: Cancellation of Residential Rehab Grant Program Liens

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of 18 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	Address	Amount
Joseph M. Baudendistel	106 Brandon Avenue	\$5,700
Litedra Burgess	917 West Michigan Avenue	\$5,915
Vera R. Costello	211 Bryant Road	\$1,762
Erin P. Dooley	506 East Sunset Avenue	\$4,500
Richard O. Edmonston and Susan D. B. Edmonston	213 Northwest Syrcle Drive	\$2,298
Rhonda Eubanks	111 Northwest Gilliland Road	\$4,422
Ruth E. Jernigan	2612 West Blount Street	\$2,137
Anne G. McIntosh	219 Bryant Road	\$2,431
Michael B. and Deborah K. McLemore	219 Sunset Avenue	\$4,743
Floyd and Johnnie Peacock	1952 Gary Circle	\$3,262
Peggy M. Pettry	405 Frisco Road	\$4,912
John P. Jr. and Lori L. Remich	39 Manor Drive	\$5,338
Euletta Spatz	406 Labree Road	\$6,000
Linda L. Suermann	221 Sunset Avenue	\$1,650
Sugar Butt Enterprises, LLC	32 Archer Avenue	\$5,200
Karen D. Taylor	219 Syrcle Drive	\$5,317

Frances J. Walsh	110 Jardine Road A & B	\$5,732
Evan and Michelle Williams	522 Hardy Place	\$2,445

B. Authorize the Chairman to execute the Cancellation of Lien documents.

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owners.

Attachments

LienCX Baudendistel Nov2017

LienCX Burgess Nov2017

LienCX Costello Nov2017

LienCX Dooley Nov2017

LienCX Edmonston Nov2017

LienCX Eubanks Nov2017

LienCX Jernigan Nov2017

LienCx McIntosh Nov2017

LienCX McLemore Nov2017

LienCX Peacock Nov2017

LienCX Pettry Nov2017

LienCX Remich Nov2017

LienCX Spatz Nov2017

LienCX-Suermann Nov2017

LienCX SugarbuttEnt Nov2017

LienCX Taylor Nov2017

LienCX Walsh Nov2017

LienCX Williams Nov2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$5,700** executed by **Joseph M. Baudendistel**, and recorded in Official Record Book **7606** at pages **51-52**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: *[Signature]*
Date: 10/4/17

6/14/2016 CAR II-10

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Joseph M. Baudendistel

Address of Property
106 Brandon Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-5060-020-006

Total Amount of Lien

\$5,700

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016079401 10/14/2016 at 10:37 AM
OFF REC BK: 7606 PG: 51 - 52 Doc Type: L
RECORDING: \$18.50

Date: 6/14/2016 Verified By: J. Baudendistel

For Recipient:

[Signature]
Joseph M. Baudendistel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of May, 2016 by Joseph M. Baudendistel, Property Owner. He is personally known to me or has produced _____ as identification.

[Signature]
Signature of Notary Public

(Notary Seal)



MAXWELL ROGERS
Printed Name of Notary Public

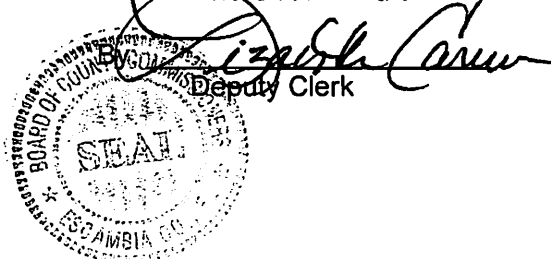
For: Board of County Commissioners of Escambia County

By: [Signature]
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed: 6/16/2016

BCC Approved: 06-16-2016



Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 5/23/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Warrington District
106 Brandon Avenue
Replace roof
Project Total \$11,400
Grant Total \$5,194



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$5,915** executed by **Litedra Burgess**, and recorded in Official Record Book **7590** at pages **858-859**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: K. Valsara
Date: 10/24/17

7/19/2016 CAR #2

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Litedra Burgess

Address of Property
917 West Michigan Avenue
Pensacola, FL 32505

Property Reference No.
46-1S-30-1100-012-002

Total Amount of Lien

\$5,915

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016071056 09/14/2016 at 03:53 PM
OFF REC BK: 7590 PG: 858 - 859 Doc Type: L
RECORDING: \$18.50

Verified By: *[Signature]*
Date: 7/22/2016

For Recipient:

Litedra Burgess
Litedra Burgess, Property Owner

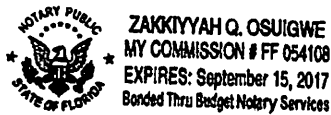
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of June, 2016 by Litedra Burgess, Property Owner. She () is personally known to me or () has produced FDL B122..830 as identification.

Zakkiyah Osuigwe
Signature of Notary Public

(Notary Seal)

Zakkiyah Osuigwe
Printed Name of Notary Public

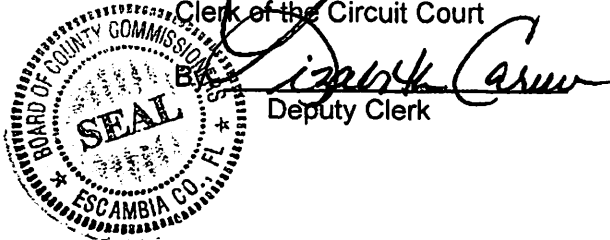


For: **Board of County Commissioners of Escambia County**

By: Grover C. Robinson, IV
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: 7/19/2016



BCC Approved: 07-19-2016

This instrument prepared by:
Zakkiyah Osuigwe, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Zakkiyah Osuigwe
Date: 6/21/16



Palafox District

917 W. Michigan Avenue

**Install Central Heating and
Air Conditioning System and
Replace Roof**

Project Total \$11,830

Grant Total \$5,915



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,762** executed by **Vera R. Costello**, and recorded in Official Record Book **7614** at pages **1649-1650**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: K. A. [Signature]
Date: 10/9/17

9/22/2016 CAR II-21(3)

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Vera R. Costello

Address of Property
211 Bryant Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-254-013

Total Amount of Lien

\$1,762

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 9-27-2016 Verified By: K. McCloud

For Recipient:

Vera R. Costello
Vera R. Costello, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of August, 2016 by Vera R. Costello, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

(Notar)



[Signature]
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: [Signature]
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk

Date Executed: 9-22-2016
BCC Approved: 09-22-2016



Approved as to form and legal sufficiency.
By/Title: [Signature]
Date: 8/10/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Warrington District

211 Bryant Road

Sanitary sewer connection

Project Total \$3,525

Grant Total \$1,762



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$4,500** executed by **Erin P. Dooley**, and recorded in Official Record Book **7606** at pages **55-56**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: K. H. [Signature]
Date: 10/19/17

8/18/2016 CRA
II-6

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Erin P. Dooley

Address of Property
506 East Sunset Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-7050-470-009

Total Amount of Lien

\$4,500

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016079403 10/14/2016 at 10:37 AM
OFF REC BK: 7606 PG: 55 - 56 Doc Type: L
RECORDING: \$18.50

Date: 8/18/2016 Verified By: Alan

For Recipient:

Erin P. Dooley
Erin P. Dooley, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of July, 2016 by Erin P. Dooley, Property Owner. She () is personally known to me or () has produced military ID as identification.

[Signature]
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)



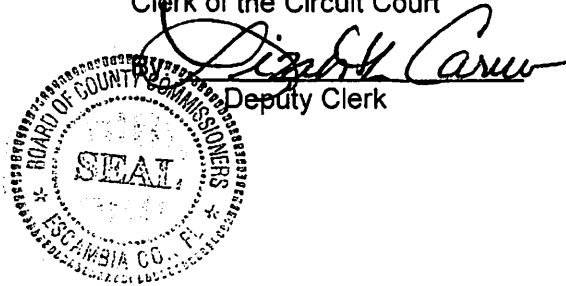
For: **Board of County Commissioners of Escambia County**

By: [Signature]
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: 8/18/2016

BCC Approved: 08-18-2016



Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 8/11/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Before

Warrington District
506 E. Sunset Avenue

Replace roof

Project Total \$9,000

Grant Total \$4,500



After

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$2,298** executed by **Richard O. Edmonston and Susan D. B. Edmonston**, and recorded in Official Record Book **7592** at pages **729-730**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 10/9/17

Recorded in Public Records 09/19/2016 at 01:57 PM OR Book 7592 Page 729, Instrument #2016072178, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50

**Escambia County
Clerk's Original**

8/18/2016 CRA
II-4

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Richard O. Edmonston and
Susan D. B. Edmonston

Address of Property
213 Northwest Syrcle Drive
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-226-012

Total Amount of Lien

\$2,298

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 8/22/2016 Verified By: S. Larson

For Recipient(s): [Signature]
Richard O. Edmonston, Property Owner
[Signature]
Susan D. B. Edmonston, Property Owner

STATE OF FLORIDA
 COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of July, 2016 by Richard O. Edmonston, Property Owner. He is personally known to me or has produced _____ as identification.

The foregoing instrument was acknowledged before me this 8th day of July, 2016 by Susan D. B. Edmonston, Property Owner. She is personally known to me or has produced _____ as identification.

[Signature]
 Signature of Notary Public
MAXWELL ROGERS
 Printed Name of Notary Public

(Notary Seal)

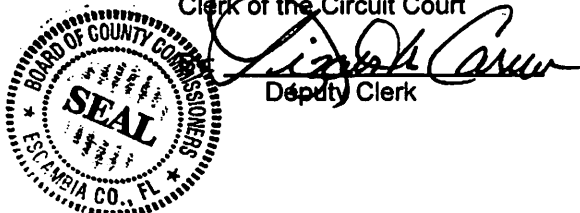


For: **Board of County Commissioners of Escambia County**

By: [Signature]
 Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
 Clerk of the Circuit Court

Date Executed: 8/18/2016



BCC Approved: 08-18-2016

This instrument prepared by:
 Max Rogers, AICP, Development Program Manager
 Neighborhood and Human Services Department
 Community Redevelopment Agency
 221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]
 Date: 10/24/16



Warrington District

213 Northwest Syrcle Drive

**Sanitary sewer connection
and storm shutters**

Project Total \$9,000

Grant Total \$4,500



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$4,422 executed by Rhonda Eubanks, and recorded in Official Record Book 7579 at pages 1288-1289, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 10/9/17

5/19/2016 CRA II.7

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name <u>Rhonda Eubanks</u>	Address of Property <u>111 Northwest Gilliland Road Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-6091-000-001</u>
---	--	--

Total Amount of Lien **\$4,422**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 5/19/2016 Verified By: *[Signature]*

For Recipient:

Rhonda Eubanks
Rhonda Eubanks, Property Owner

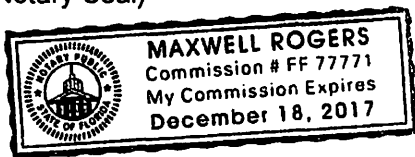
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of April, 2016 by Rhonda Eubanks, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

Maxwell Rogers
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: Grover C. Robinson, IV
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: 5/20/2016

BCC Approved: 05-19-2016



Peggy Carr
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Edward ACF
Date: 5/19/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Warrington District
111 Northwest Gilliland Road

**Install new windows and
electrical rewiring**

Project Total \$8,844

Grant Total \$4,422



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$2,137** executed by **Ruth E. Jernigan**, and recorded in Official Record Book **7600** at pages **1930-1931**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: J. Newberry
Date: 10/9/17

8/18/2016 CRA II-10

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Ruth E. Jernigan

Address of Property
2612 West Blount Street
Pensacola, FL 32505

Property Reference No.
33-2S-30-2000-160-001

Total Amount of Lien

\$2,137

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 8/18/2016 Verified By: J. Jernigan

For Recipient(s):

Ruth E. Jernigan
Ruth E. Jernigan, Property Owner

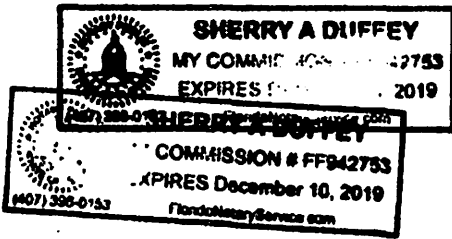
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of July, 2016 by Ruth E. Jernigan, Property Owner. She () is personally known to me or () has produced FLDL 7/7/17 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

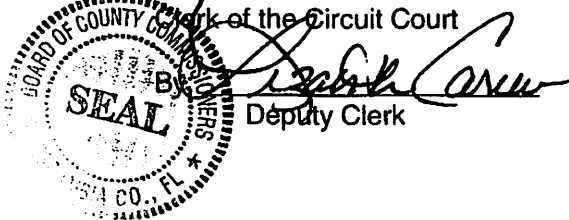
Sherry Duffey
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: Grover C. Robinson, IV
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court



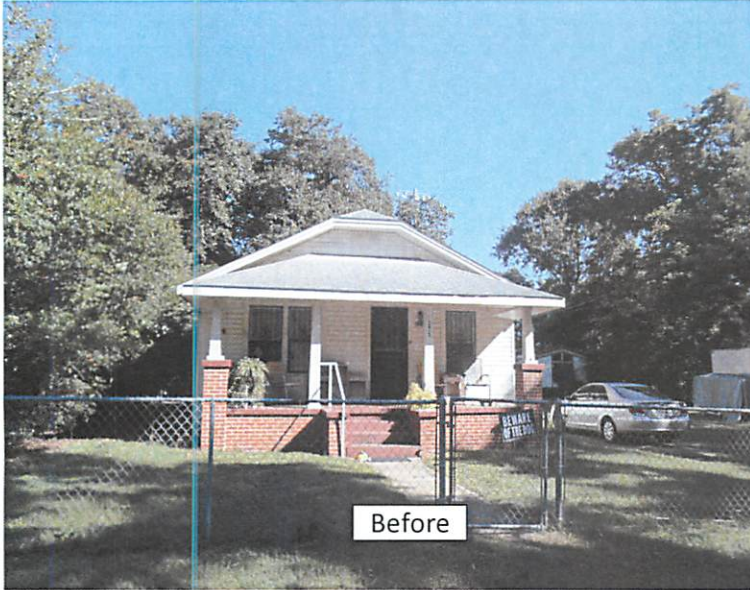
Date Executed: 8/18/2016

BCC Approved: 08-18-2016

This instrument prepared by:
Sherry Duffey, MS, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 7/14/16



Before

Brownsville District
2612 W. Blount Street
New roof installation
Project Total \$4,275
Grant Total \$2,137



After

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$2,431** executed by **Anne G. McIntosh**, and recorded in Official Record Book **7618** at pages **1906-1906**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: K. K. K.
Date: 10/29/17

9/27/2016 CAR II-21A0

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Anne G. McIntosh

Address of Property
219 Bryant Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-250-013

Total Amount of Lien

\$2,431

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016085928 11/8/2016 1:25 PM
OFF REC BK: 7618 PG: 1906 Doc Type: L
Recording \$18.50

date 9-27-2016 Verified By: K. McCloud

For Recipient:

[Signature]
Anne G. McIntosh, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of July, 2016 by Anne G. McIntosh, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.



[Signature]
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

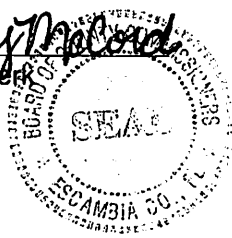
By: *[Signature]*
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: *[Signature]*
Deputy Clerk

Date Executed: 9-22-2016

BCC Approved: 09-22-2016



Approved as to form and legal sufficiency.

By/Title: *[Signature]*
Date: 7/20/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Before

Warrington District

219 Bryant Road

**Sanitary sewer connection
and install new windows**

Project Total \$4,862

Grant Total \$2,431



After

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$4,743** executed by **Michael B. and Deborah K. McLemore**, and recorded in Official Record Book **7613** at pages **792-793**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.
By/Title: Jeff Bergosh
Date: 10/24/17

5/21/2015
CAR II-1 A(4)

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
<u>Michael B. and Deborah K. McLemore</u>	<u>219 Sunset Avenue</u> <u>Pensacola, FL 32507</u>	<u>50-2S-30-6090-279-014</u>

Total Amount of Lien **\$4,743**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 5/21/2015 Verified By: *[Signature]*

For Recipient: Michael B. McLemore
Michael B. McLemore, Property Owner
Deborah K. McLemore
Deborah K. McLemore, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of April, 2015 by Michael B. McLemore, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 28th day of April, 2015 by Deborah K. McLemore, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

Maxwell Rogers
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

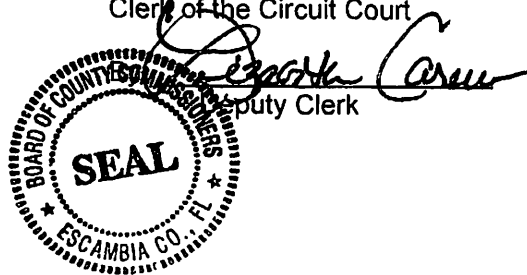
(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: Steven Barry
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court



Date Executed: 5/26/2015

BCC Approved: 05-21-2015

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: Alma Acit
Date: 4/24/15



Warrington District

219 Sunset Ave

**Install new windows and
Sanitary sewer connection**

Project Total \$9,486

Grant Total \$4,743



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$3,262** executed by **Floyd and Johnnie Peacock**, and recorded in Official Record Book **7613** at pages **790-791**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court


By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: 
Date: 10/9/17

7/19/2016 CAR II-2

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) <u>Floyd and Johnnie Peacock</u>	Address of Property <u>1952 Gary Circle</u> <u>Pensacola, FL 32505</u>	Property Reference No. <u>16-2S-30-4800-000-018</u>
---	---	--

Total Amount of Lien **\$3,262.**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 7/20/2016 Verified By: J. Law

For Recipient(s):

Floyd Peacock
Floyd Peacock, Property Owner

Johnnie Peacock
Johnnie Peacock, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of June, 2016 by Floyd Peacock, Property Owner. He () is personally known to me or () has produced FLDL ... 330-0 as identification.

The foregoing instrument was acknowledged before me this _____ day of June, 2016 by Johnnie Peacock, Property Owner. She () is personally known to me or () has produced FLDL ... 948-0 as identification.

(Notary Seal)  ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Zakkiyyah Osuigwe
Signature of Notary Public
Zakkiyyah Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Grover C. Robinson, IV
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Pam Childers
Deputy Clerk

Date Executed: 7/19/2016

BCC Approved: 07-19-2016

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: [Signature]
Date: 7/19/16



Englewood District

1952 Gary Circle

Replace roof

Project Total \$6,525

Grant Total \$3,262



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$4,912** executed by **Peggy M. Pettry**, and recorded in Official Record Book **7606** at pages **53-54**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: K. Childers
Date: 10/4/17

6/16/2016 CRA
LL-10

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Peggy M. Pettry

Address of Property
405 Frisco Road
Pensacola, FL 32507

Property Reference No.
37-2S-30-1000-005-003

Total Amount of Lien

\$4,912

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016079402 10/14/2016 at 10:37 AM
OFF REC BK: 7606 PG: 53 - 54 Doc Type: L
RECORDING: \$18.50

Handwritten: Date: 6/16/2016 Verified By: P. Saruw

For Recipient:

Peggy M. Pettry
Peggy M. Pettry, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of May, 2016 by Peggy M. Pettry, Property Owner. She is personally known to me or has produced FL Drivers Lic as identification.

[Signature]
Signature of Notary Public

(Notary Seal)



MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: [Signature]
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: 6/16/2016

[Signature]
Deputy Clerk

BCC Approved: 06-16-2016

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 5/19/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Warrington District

405 Frisco Road

Install new windows

Project Total \$9,825

Grant Total \$4,912



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$5,338** executed by **John P., Jr. and Lori L. Remich**, and recorded in Official Record Book **7590** at pages **862-863**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

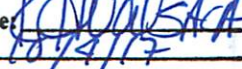
By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: 
Date: 10/2/17

**Escambia County
Clerk's Original**

7/14/2016 CRA II-2

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) <u>John P., Jr. and Lori L. Remich</u>	Address of Property <u>39 Manor Drive</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-6032-000-013</u>
---	--	--

Total Amount of Lien \$5,338

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016071058 09/14/2016 at 03:53 PM
OFF REC BK: 7590 PG: 862 - 863 Doc Type: L
RECORDING: \$18.50

Date: 7/14/2016 Verified By: J. S. Law

For Recipient(s):

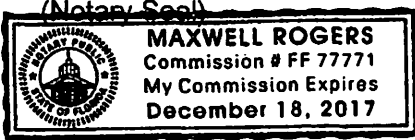
[Signature]
John P. Remich, Jr., Property Owner
[Signature]
Lori L. Remich, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of June, 2016 by John P. Remich, Jr., Property Owner. He is personally known to me or has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 9th day of June, 2016 by Lori L. Remich, Property Owner. She is personally known to me or has produced FL Drivers Lic as identification.

[Signature]
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: [Signature]
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court



[Signature]
Deputy Clerk

Date Executed: 2/19/2016

BCC Approved: 07-19-2016

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 6/18/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Before

Warrington District

39 Manor Drive

Install new windows

Project Total \$10,676

Grant Total \$5,338



After

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$6,000** executed by **Euletta Spatz**, and recorded in Official Record Book **7618** at pages **1908-1909**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: *[Signature]*
Date: 10/9/17

9/22/2016 CARTI-21A14

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Euletta Spatz

Address of Property
406 Labree Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-656-029

Total Amount of Lien

\$6,000

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016085929 11/8/2016 1:25 PM
OFF REC BK: 7618 PG: 1908 Doc Type: L
Recording \$18.50

Date: 9-27-2016 Verified By: K. McCloud

For Recipient:

[Signature]
Euletta Spatz, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of August, 2016 by Euletta Spatz, Property Owner. She () is personally known to me or () has produced KS Drivers Lic as identification.



[Signature]

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

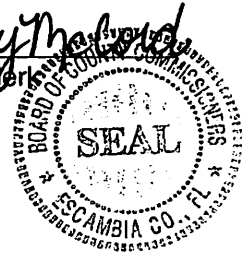
By: [Signature]
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk

Date Executed: 9-22-2016

BCC Approved: 09-22-2016



Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 9/16/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Warrington District

406 Labree Road

Window replacement

Project Total \$12,715

Grant Total \$6,000



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,650** executed by **Linda L. Suermann**, and recorded in Official Record Book **7590** at pages **852-853**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: KalmsAEA
Date: 10/19/17

**Escambia County
Clerk's Original**

8/18/2016 CRA II-10

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Linda L. Suermann

Address of Property
221 Sunset Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-278-014

Total Amount of Lien

\$1,650

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016071053 09/14/2016 at 03:53 PM
OFF REC BK: 7590 PG: 352 - 353 Doc Type: L
RECORDING: \$18.50

Date: 8/22/2016 Verified By: *[Signature]*

For Recipient:

Linda L. Suermann
Linda L. Suermann, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of May, 2016 by Linda L. Suermann, Property Owner. She () is personally known to me or () has produced _____ as identification.

[Signature]
Signature of Notary Public

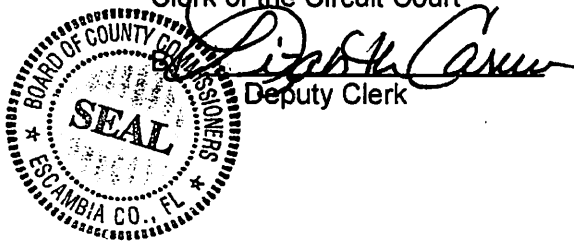
MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: [Signature]
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court



Date Executed: 8/18/2016

BCC Approved: 08-18-2016

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 8/26/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Warrington District
221 Sunset Avenue
Sanitary sewer connection
Project Total \$3,300
Grant Total \$1,650



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$5,200** executed by **Sugar Butt Enterprises, LLC**, and recorded in Official Record Book **7579** at pages **1286-1287**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

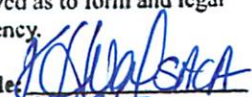
By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: 
Date: 7/9/17

3/19/2016 CAR II-7

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016065545 08/25/2016 at 11:37 AM
OFF REC BK: 7579 PG: 1286 - 1287 Doc Type: L
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Sugar Butt Enterprises, LLC

Address of Property
32 Archer Avenue
Pensacola, FL 32505

Property Reference No.
16-2S-30-4000-200-002

Total Amount of Lien

\$5,200

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 5/4/2014 Verified By: J. Lanier

For Recipient:

J. Steven Joiner
J. Steven Joiner, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of April, 2016 by J. Steven Joiner, Property Owner. He () is personally known to me or () has produced AL DL 4283 as identification.

(Notary Seal)



ZAKKIYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Zakkiyah Q. Osuigwe
Signature of Notary Public
Zakkiyah Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Grover C. Robinson, IV
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court



Lizbeth Carraw
Deputy Clerk

Date Executed: 01/20/2016

BCC Approved: 05-19-2016

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 4/13/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Before

Englewood District

32 Archer Avenue

**Install new central heating
and air conditioning system**

Project Total \$10,400

Grant Total \$5,200



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$5,317** executed by **Karen D. Taylor**, and recorded in Official Record Book **7606** at pages **59-60**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: K. Bergosh
Date: 10/4/17

8/18/2016 CAR II-6

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Karen D. Taylor

Address of Property
219 Syrcle Drive
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-223-012

Total Amount of Lien

\$5,317

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016079405 10/14/2016 at 10:37 AM
OFF REC BK: 7606 PG: 59 - 60 Doc Type: L
RECORDING: \$18.50

Date: *8/18/2016* Verified By: *J. Casar*

For, Recipient:

[Signature]
Karen D. Taylor, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of July, 2016 by Karen D. Taylor, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

[Signature]
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: [Signature]
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court



[Signature]
Deputy Clerk

Date Executed: 8/18/2016

BCC Approved: 08-18-2016

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 7/15/16

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Before

Warrington District

219 Northwest Syrcle Drive

**Electrical rewiring and
Sanitary sewer connection**

Project Total \$10,635

Grant Total \$5,317



After

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$5,732** executed by **Frances J. Walsh**, and recorded in Official Record Book **7724** at pages **935-936**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: J. Bergosh
Date: 10/9/17

1/21/2016 CAL IF-4 A(4)

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

**Applicant Name
Frances J. Walsh**

**Address of Property
110 Jardine Road A&B
Pensacola, FL 32507**

**Property Reference No.
50-2S-30-6093-000-005**

Total Amount of Lien

\$5,732

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Handwritten: Date: 1/21/2016 Verified By: J. Walsh

For Recipient:

[Handwritten Signature]

Frances J. Walsh, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of December, 2015 by Frances J. Walsh, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

[Handwritten Signature]

Signature of Notary Public

(Notary Seal)

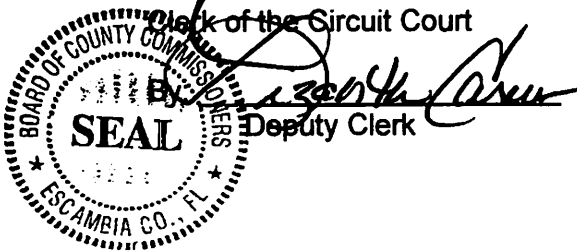
MAXWELL ROGERS
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: *[Handwritten Signature]*
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court



Date Executed: 1/21/2016

BCC Approved: 01-21-2016

Approved as to form and legal sufficiency.

By/Title: *[Handwritten Signature]*
Date: 12/10/15

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Before

Warrington District

110 Jardine Rd A&B

**Electrical rewiring and install
new central heating and air
conditioning system**

Project Total \$11,465

Grant Total \$5,732



After

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$2,445 executed by Evan and Michelle Williams, and recorded in Official Record Book 7592 at pages 731-732, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: J. C. [Signature]
Date: 10/27/17

Escambia County
Clerk's Original

7/19/2016 CRA ITD

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Evan and Michelle Williams

Address of Property
522 Hardy Place
Pensacola, FL 32505

Property Reference No.
46-1S-30-2001-021-041

Total Amount of Lien

\$2,445.

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016072179 09/19/2016 at 01:57 PM
OFF REC BK: 7592 PG: 731 - 732 Doc Type: L
RECORDING: \$18.50

Date: 7/22/2016 Verified By: *[Signature]*

For Recipient(s):

[Signature]
Evan Williams, Property Owner

[Signature]
Michelle Williams, Property Owner

^{WF}
STATE OF FLORIDA ~~California~~
COUNTY OF ESCAMBIA ~~Orange~~
_{WF}

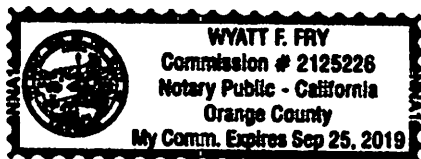
The foregoing instrument was acknowledged before me this 2nd day of June, 2016 by Evan Williams, Property Owner. He () is personally known to me or (X) has produced CA DL as identification.

The foregoing instrument was acknowledged before me this 2nd day of June, 2016 by Michelle Williams, Property Owner. She () is personally known to me or (X) has produced CA DL as identification.

[Signature]
Signature of Notary Public

Wyatt F. Fry
Printed Name of Notary Public

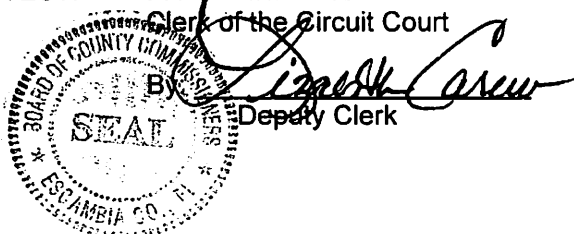
(Notary Seal)



For: **Board of County Commissioners of Escambia County**

By: [Signature]
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court



Date Executed: 7/19/2016

BCC Approved: 07-19-2016

This instrument prepared by:
Zakkiyah Osuigwe, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 5/24/16



Palafax District

522 Hardy Place

Replace Roof

Project Total \$4,890

Grant Total \$2,445





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance 3.

Community Redevelopment Agency

Meeting Date: 11/30/2017

Issue: Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Lien

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Lien - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien:

A. Approve the following cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipient has met the one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

Property Owner	Address	Amount
Linh Le	1673 North Pace Boulevard, Suites E - I	\$10,000

B. Authorize the Chairman to execute the Cancellation of Lien document.

BACKGROUND:

The aforementioned property owner has satisfied the one-year compliance with the Commercial Facade, Landscape, and Infrastructure Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien document as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Commercial Facade, Landscape, and Infrastructure Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Commercial Facade, Landscape, and Infrastructure Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the property owner.

Attachments

LienCX_LinhLe_Nov2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$10,000** executed by **Linh Le**, and recorded in Official Record Book **7598** at pages **824-825**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Prepared by:
Max Rogers, AICP
Community Redevelopment Agency
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal
sufficiency.

By/Title: 
Date: 11/5/17

5/19/2016 CAR II-8

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Linh Le</u>	<u>1673 North Pace Boulevard, Suites E-I Pensacola, Florida 32505</u>	<u>17-2S-30-1300-005-021</u>

Total Amount of Lien \$10,000

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 5/24/2016 Verified By: *[Signature]*

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Linh Le
Linh Le, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of May, 2016 by Linh Le, Property Owner. She () is personally known to me or () has produced _____ as identification.

(Notary Seal)



Maxwell Rogers
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

For: Escambia County
Board of County Commissioners

By: Grover C. Robinson, IV
Grover C. Robinson, IV, Chairman

Date Executed: 5/20/2016

BCC Approved: 5/19/2016

ATTEST: PAM CHILDERS
Clerk of the Circuit Court



Lizabeth Carver
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Michael A. [Signature]
Date: 5/3/16

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502



Brownsville District
1673 N. Pace Blvd., Suites E-I
Parking Lot Improvements
Project Total \$26,500
Grant Total \$10,000

