

AGENDA
Escambia County
Community Redevelopment Agency
September 20, 2018–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 Community Redevelopment Agency Meeting Minutes, August 16, 2018 Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 16, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

2. Recommendation Concerning to Conduct a Public Hearing to Amend the Atwood Redevelopment Area Plan as to boundaries only - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action to conduct a Public Hearing at 5:31 p.m., for consideration to amend the Atwood Redevelopment Area Plan as to boundaries only, as requested by the Community Redevelopment Agency.

3. Recommendation Concerning to Conduct a Public Hearing to Amend an Ordinance Relating to the Atwood Redevelopment Trust Fund - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning to amend an Ordinance relating to the Atwood Redevelopment Trust Fund:

A. Conduct a Public Hearing at 5:32 p.m., for consideration to amend an Ordinance of Escambia County, Florida, amending Chapter 46, Article VI, Section 46-292(b) of the Escambia Code of Ordinances relating to the Atwood Redevelopment Trust Fund; providing for amended legislative findings to expand the boundaries of the area consistent with Resolution R2018-44; providing for severability; providing for inclusion in the code; and providing for an effective date; and

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

III. Budget/Finance

1. Recommendation Concerning Gulf Power Street Lighting Project Contracts - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Gulf Power Street Lighting Project Contracts:

A. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule for the Westernmark Subdivision within the Palafox Redevelopment Area for \$74,259.36;

B. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule along Gulf Beach Highway within the Warrington Redevelopment Area for \$94,422.48; and

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

[Funding: Palafox CRA, Fund 151/Cost Center 370115 and Warrington CRA, Fund 151/Cost Center 370114]

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 six Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Patrick D. Pinney, owner of residential property located at 126 Rue Max Avenue, Barrancas Redevelopment District, each in the amount of \$4,665, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace windows;

2. The Agreements between Escambia County CRA and Richard A. Browning, owner

of residential property located at 110 Brandywine Road, Barrancas Redevelopment District, each in the amount of \$5,522, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

3. The Agreements between Escambia County CRA and Brian M. Curley Trustee for Brian M. Curley Trust, owner of residential property located at 13 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of \$2,025, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

4. The Agreements between Escambia County CRA and Brian M. Curley Trustee for Brian M. Curley Trust, owner of residential property located at 208 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof and total electrical rewiring;

5. The Agreements between Escambia County CRA and Ema Elizabeth Sanderson, owner of residential property located at 216 West Sunset Avenue, Warrington Redevelopment District, each in the amount of \$4,250, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

6. The Agreements between Escambia County CRA and Maureen McBride, owner of residential property located at 321 Chattman Street, Warrington Redevelopment District, each in the amount of \$4,143, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows; and

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

3. 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 nine 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 and Donna J. Baudendistel	1315 Wisteria Avenue	\$5,800
Richard Devereux	502 Greve Road	\$3,788
William E. III and Julie Grimsley	1214 Wilson Avenue	\$4,163
Isobel Jacobs	214 Payne Road	\$2,400
Ronnie Katona	103 Kalash Road	\$1,425

Michelle A. Ray	208 Henry Street	\$2,285
James E. and Socorro L. Scarborough	104 Milton Road	\$3,180
Wendy E. Suermann	215 Northwest Gilliland Road	\$6,000
Jane E. Thiesse	419 Southeast Baublits Drive	\$2,185

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

4. Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens - 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 one 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
Carco Properties, Inc.	314 South Navy Boulevard	\$1,335

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: 09/20/2018

Issue: Community Redevelopment Agency Meeting Minutes, August 16, 2018

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 16, 2018 Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 16, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On September 20, 2018, 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_August162018



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
August 16, 2018
9:00 a.m.**

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

Present: Lumon May, Commissioner, District 3 - Chairman
Doug Underhill, Commissioner, District 2
Grover Robinson, IV, Commissioner, District 4
Steven Barry, Commissioner, District 5
Jeff Bergosh, Commissioner, District 1 - Vice Chairman

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

Call to Order. 9:02 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 Community Redevelopment Agency Meeting Minutes, August 16, 2018 Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the August 16, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 2 Doug Underhill

Vote: 5 - 0

2 Recommendation Concerning to Schedule and Advertise of a Public Hearing to amend the Atwood Redevelopment Area Plan as to boundaries only - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action to schedule and advertise a Public Hearing for Thursday, September 20, 2018, at 5:31 p.m., for consideration to amend the Atwood Redevelopment Area Plan as to boundaries only, as requested by the Community Redevelopment Agency.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

Vote: 5 - 0

3 Recommendation Concerning to Schedule and Advertise of a Public Hearing to amend an Ordinance relating to the Atwood Redevelopment Trust Fund - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action to schedule and advertise of a Public Hearing for Thursday, September 20, 2018 at 5:32 p.m., for consideration to amend an Ordinance of Escambia County, Florida, amending Chapter 46, Article VI, Section 46-292(b) of the Escambia Code of Ordinances relating to the Atwood Redevelopment Trust Fund; providing for amended legislative findings to expand the boundaries of the area consistent with R2018-44; providing for severability; providing for inclusion in the code; and providing for an effective date.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

Vote: 5 - 0

III. Budget/Finance

1 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 seven Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	Address	Amount
Joseph M. Baudendistel	424 Gibbs Road	\$5,900
Richard L. Burdess	116 West Sunset Avenue	\$3,276
DK2 R E Investments, LLC,	3981 West Gadsden Street	\$6,000
John W. and Kelly A. Gilkerson	121 Gilliland Road	\$3,867
Robert G. Handshumaker and Anna J. Erikson	104 Brandywine Road	\$5,475
Michael E. Jackson	817 North Green Street	\$2,380
Mavis Shelby Rosetti	4117 West Belmont Street	\$3,812

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

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 4 Grover Robinson, IV

Vote: 5 - 0

IV. Discussion/Information Items

- 1 Recommendation Concerning Community Redevelopment Agency Grant Analysis - Tonya Gant, Neighborhood & Human Services Department Director

That the Board review for any modifications and provide guidance to the existing CRA Grant Programs as needed.

Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Technical/Public Service 2.

Community Redevelopment Agency

Meeting Date: 09/20/2018

Issue: Conduct a Public Hearing to Amend the Atwood Redevelopment Area Plan as to boundaries only

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning to Conduct a Public Hearing to Amend the Atwood Redevelopment Area Plan as to boundaries only - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action to conduct a Public Hearing at 5:31 p.m., for consideration to amend the Atwood Redevelopment Area Plan as to boundaries only, as requested by the Community Redevelopment Agency.

BACKGROUND:

On May 17, 2018, the Escambia County Board of County Commissioners adopted a Resolution (R2018-44) amending the Atwood Redevelopment Area Plan as to boundaries only.

On July 10, 2018 at 8:35 a.m., a Public hearing was conducted by the Planning Board to review and recommend to the Board of County Commissioners (BCC) to amend the Atwood Redevelopment Area Plan as to boundaries only and determine that the Plan is in conformance with the local Comprehensive Plan.

On September 20, 2018 at 9:00 a.m., a CRA meeting was convened to recommend to the Board to conduct a Public Hearing to amend the Atwood Redevelopment Area Plan as to boundaries only. A copy of the Plan is attached.

BUDGETARY IMPACT:

Funding for the proper advertisement will be provided through the CRA Atwood, Fund 151, Cost Center 370120.

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 amend the Atwood Redevelopment Area Plan as to boundaries only is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the CRA will continue to work with these residents, neighborhood associations, and area businesses to implement the plan.

Attachments

Atwood Redev Area Plan_Aug2018

Atwood Map_Aug2018

PBMinutes_July2018



OAK TREES ON KLINGER STREET. CRA STAFF

ATWOOD REDEVELOPMENT PLAN

Escambia County
Community Redevelopment Agency
Neighborhood & Human Services Department

Adopted October 2016
Amended as to boundaries only {Month, Year}

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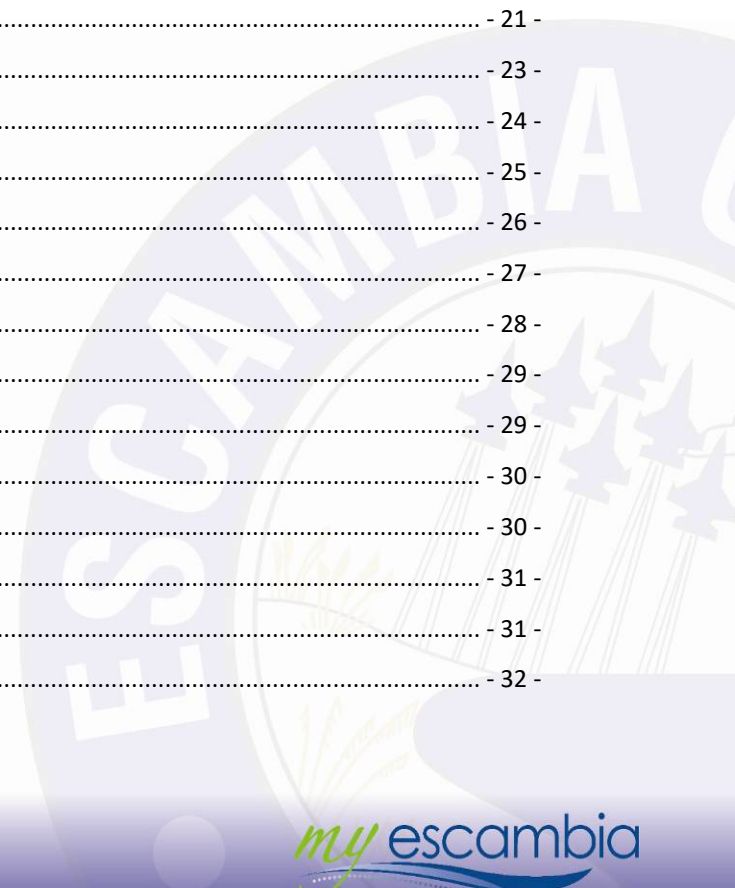
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CHAPTER 1: OVERVIEW

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 to this agency such as the power to designate certain areas as: slum 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 district. The Plan provides a framework for coordinating and facilitating public and private redevelopment of the Area. 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 May 21, 2015, the Board of County Commissioners designated Atwood as a Redevelopment District finding that it was blighted and the area had a shortage of affordable homes for low- and moderate-income households. This designation was necessary in the interest of public health, safety, moral and welfare of the residents in order to eliminate, remedy and prevent conditions of blight. This Redevelopment Plan, developed with broad community involvement, supports the future redevelopment of the Atwood Redevelopment District and is written in compliance with Florida Statutes Part III, Chapter 163.

The Atwood Redevelopment Plan represents the synthesis of a series of planning efforts conducted by the Escambia County Community Redevelopment Agency and area residents and community leaders. The intent of the Redevelopment Plan is to facilitate positive transformation, preservation, and revitalization of the neighborhoods in the Atwood Redevelopment District. Each of the planning initiatives contained herein involved a series of community workshops and meetings designed to create a unified vision for Atwood. 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 District'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 Atwood. 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 1: OVERVIEW

This chapter consists of an overview of the plan content and organization, introduction and geographic context and a map of the Atwood District boundary.

CHAPTER 2: INVENTORY & ANALYSIS

This chapter presents a summary of existing conditions, including existing land uses, zoning districts, future land use 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 Atwood.

CHAPTER 4: CAPITAL IMPROVEMENTS

This chapter identifies projects that can be pursued in the short-term, mid-term, and long-term. 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 Atwood Redevelopment District.

APPENDICES

Five appendices conclude the Redevelopment Plan: A) Public Workshops documentation; B) Statutory Requirements; C) Tax Increment Financing; D) Resolution R2015-64 authorizing the Atwood Redevelopment District; and E) a map of the ECUA proposed Atwood Sewer Expansion Area.

INTRODUCTION & GEOGRAPHIC CONTEXT

Atwood Redevelopment District represents one of multiple unincorporated districts of Escambia County and contains 11 platted neighborhoods, including: Atwood, Charter Oaks, Ferry Pass, Frichez Heights, Gregg Court, Kipling Oaks, Klinger, North Cross Village, Oakhurst, Pandora Place, and Skycrest. The 456-year-old city of Pensacola, around which Escambia County developed, is the closest urban entity to Atwood, and the westernmost city of the Florida Panhandle (Fig. 1.1), the location of a large U.S. naval air station, and a tourist destination for residents of Louisiana, Alabama, and Mississippi. Pensacola’s long and rich history as a trading center occupied by settlers under no fewer than five different flags since the 1550s and its unique white sand beaches have made the city today a popular destination for tourists, which the city capitalizes on by way of its numerous festivals year-round that draw visitors from all areas within Pensacola’s vicinity. Although not a particularly large economic draw, Pensacola’s visitors traveling east on I-10 and North on Davis Highway pass through Atwood on their way to Pensacola and Escambia County’s beaches.

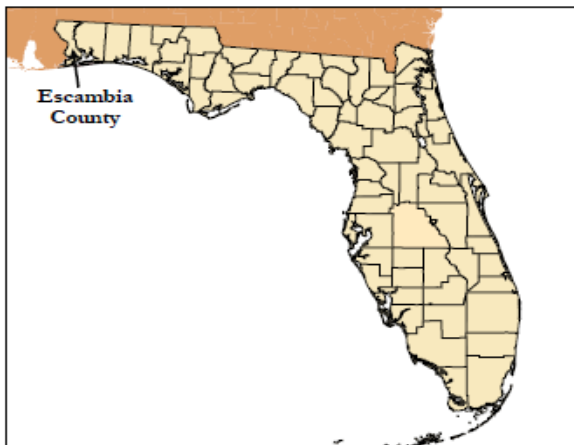


FIGURE 1.1: MAP SHOWING ESCAMBIA COUNTY’S LOCATION IN FLORIDA. ESCAMBIA COUNTY GIS

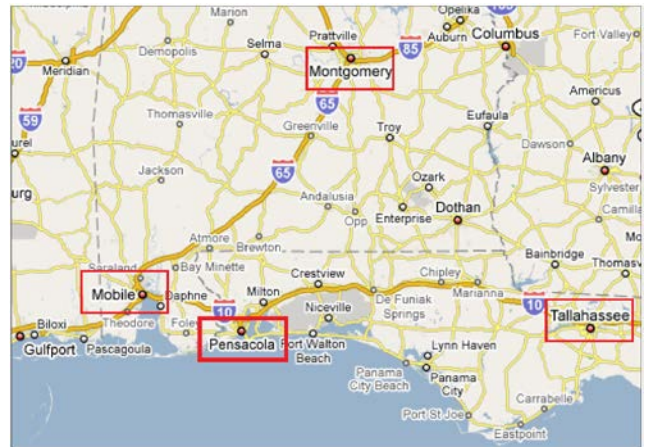


FIGURE 1.2 PENSACOLA’S REGIONAL CONTEXT. GOOGLE MAPS

The southern part of Escambia County is served 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 in the vicinity of Pensacola (see Fig. 1.2). Commercial air traffic in the Pensacola and greater northwest Florida area is handled by Pensacola Regional Airport.

As elsewhere in the Florida Panhandle, Escambia County’s overall growth in the postwar period 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 downtowns have prospered, many other areas, particularly in the unincorporated parts of the county, have started to face challenges in economic and residential growth. In 1995, Escambia County established a community redevelopment agency in order to provide direction for urban revitalization and future growth. Since then, a total of nine redevelopment districts were designated for unincorporated parts of the county, including Atwood. These redevelopment districts focus on historic urban residential and commercial centers in Escambia County.

REDEVELOPMENT AREA BOUNDARY

The Atwood Redevelopment District (Fig. 1.3) is bounded by Olive Road and Johnson Ave to the north, Davis Highway and North Hillburn Road Ira Drive to the west, Interstate 10 to the south, and Caminiti Lane to the east. The total area comprises 618.47 acres and is composed of 12 neighborhoods.

ATWOOD REDEVELOPMENT DISTRICT

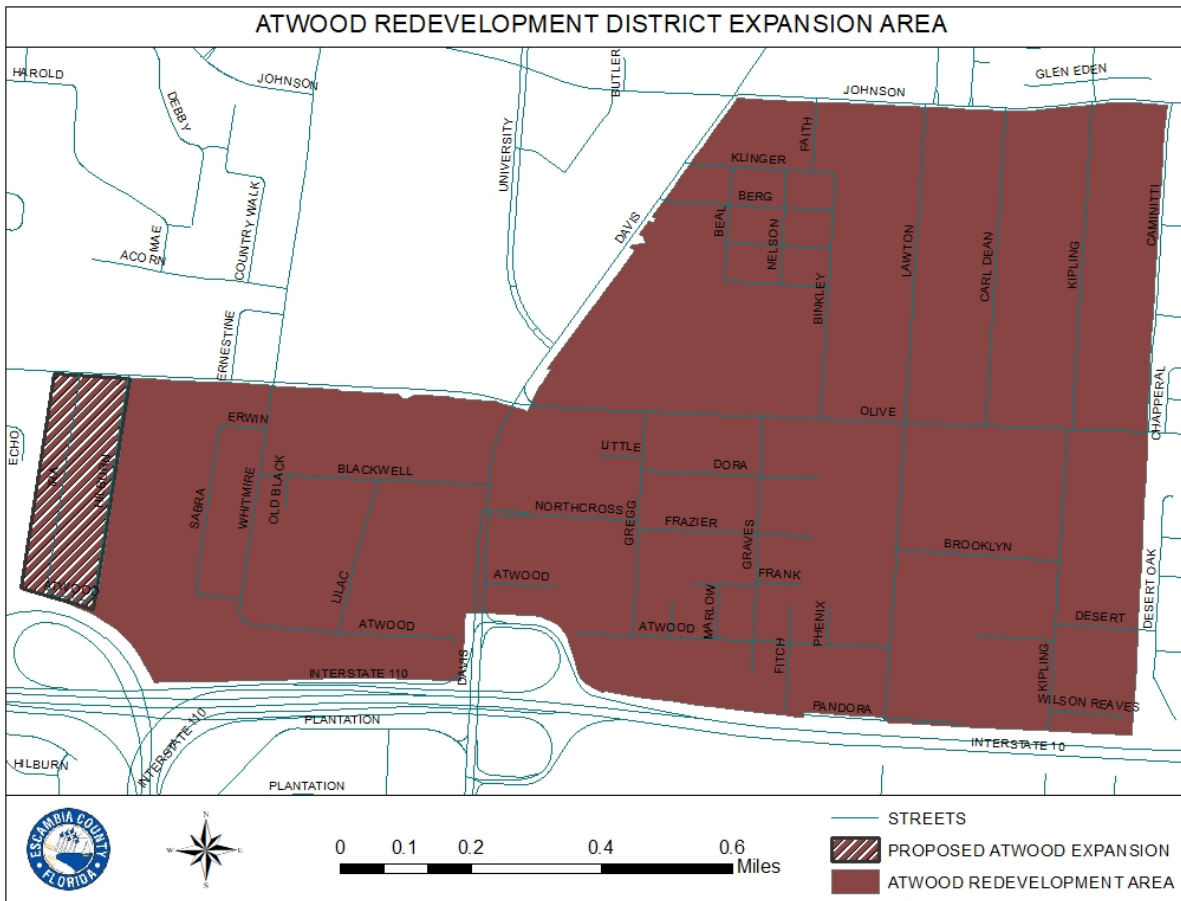


FIGURE 1.3: ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

Atwood is one of Escambia County's nine community redevelopment districts situated immediately north of Interstate 10. It is the first district accessed when entering Escambia County from the east on I-10. (Fig. 1.4.)

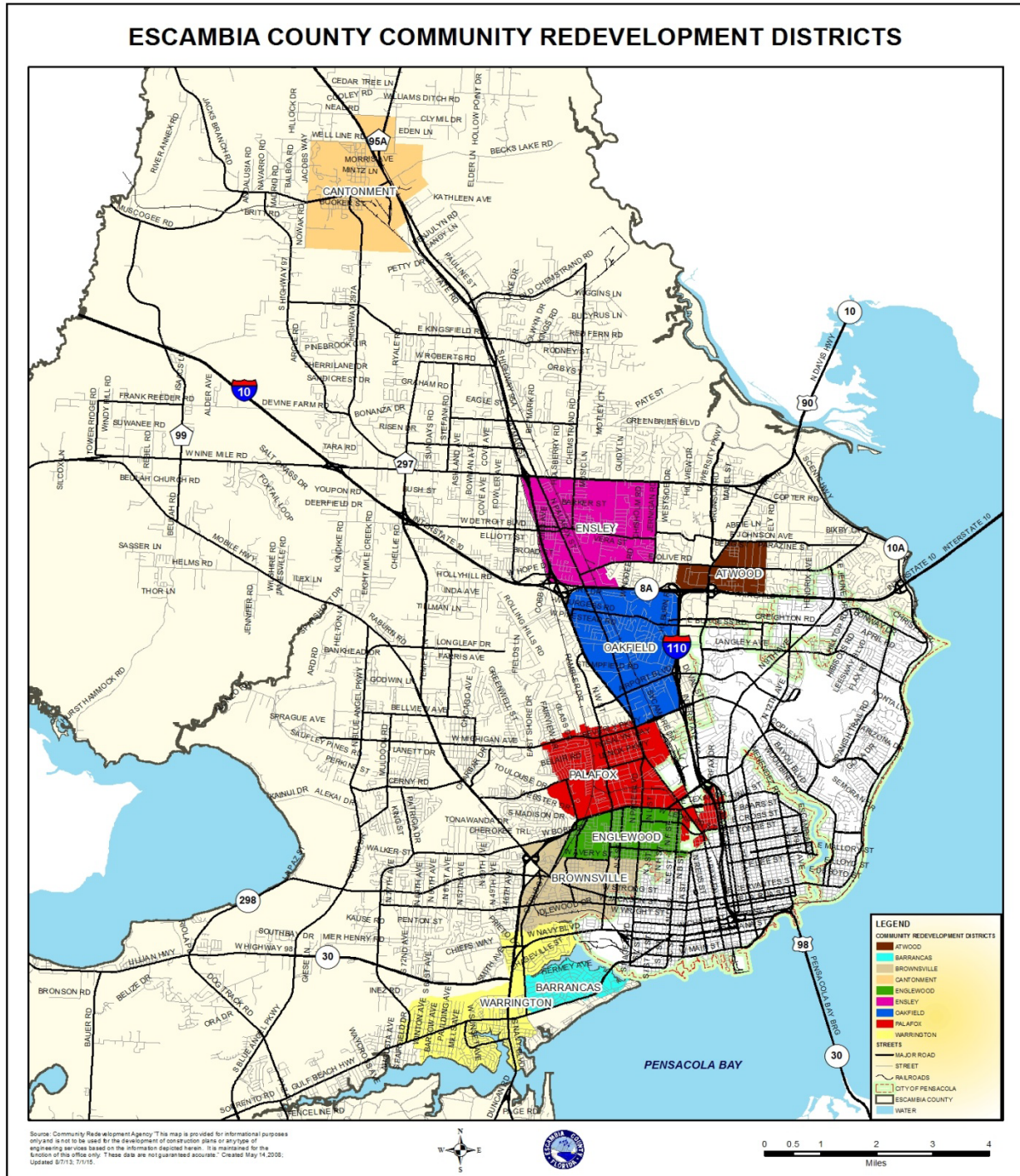


FIGURE 1.4: ESCAMBIA COUNTY'S NINE REDEVELOPMENT DISTRICTS. ESCAMBIA COUNTY GIS

CHAPTER 2: INVENTORY AND ANALYSIS

EXISTING LAND USE

The Atwood Redevelopment District is composed of 848 parcels across 617.47 acres, excluding roads and rights-of-way. Five primary land uses are represented: **Residential** (comprising approximately 65.81% of total land use), **Commercial** (approximately 17.22%), **Vacant** (approximately 7.65%), **Industrial** (approximately 0.92%), and **Institutional** (approximately 3.21%). Other land uses, such as: public properties and utilities comprise the remaining 5.19% of land uses identified in the Redevelopment District. A more detailed description of these land uses follows below.

Land Use Type	Acreage	Percent
Residential	406.46	65.81%
Single-Family Detached	309.97	50.20%
Single-Family Attached	12.09	1.96%
Multi-Family Residential	34.82	5.64%
Mobile Home Park	7.96	1.29%
Mobile Home	41.62	6.74%
Commercial	106.3	17.22%
Industrial	5.65	0.92%
Institutional	19.83	3.21%
Public	22.59	3.66%
Utilities	9.42	1.53%
Vacant/Undeveloped	47.22	7.65%
Total	617.14	100%

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

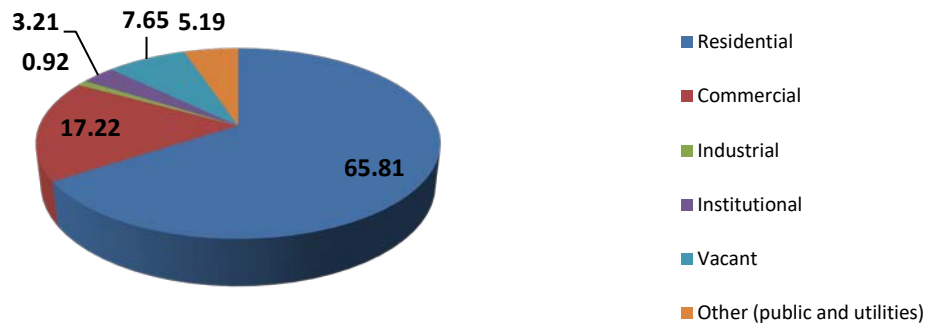


FIGURE 2.1: DISTRIBUTION OF EXISTING LAND USES BY PARCEL COUNT AS A PERCENT OF TOTAL PARCELS. ESCAMBIA COUNTY GIS

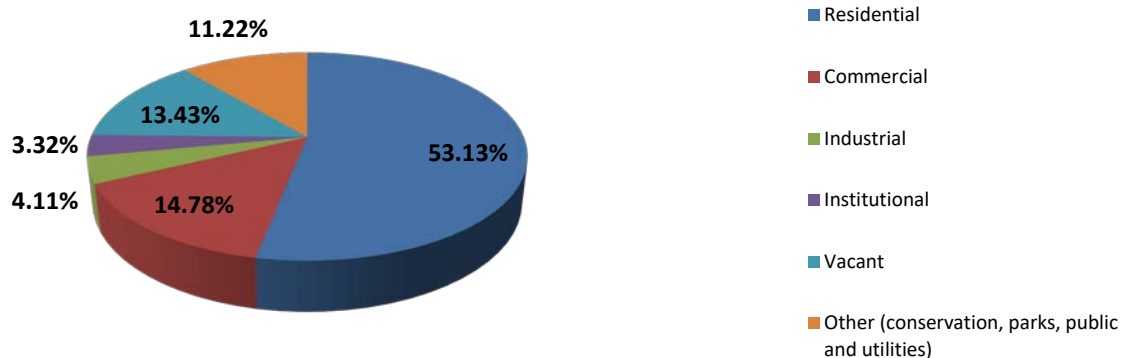


FIGURE 2.2: DISTRIBUTION OF EXISTING LAND USES BY ACREAGE AS A PERCENTAGE OF TOTAL ACRES. ESCAMBIA COUNTY GIS

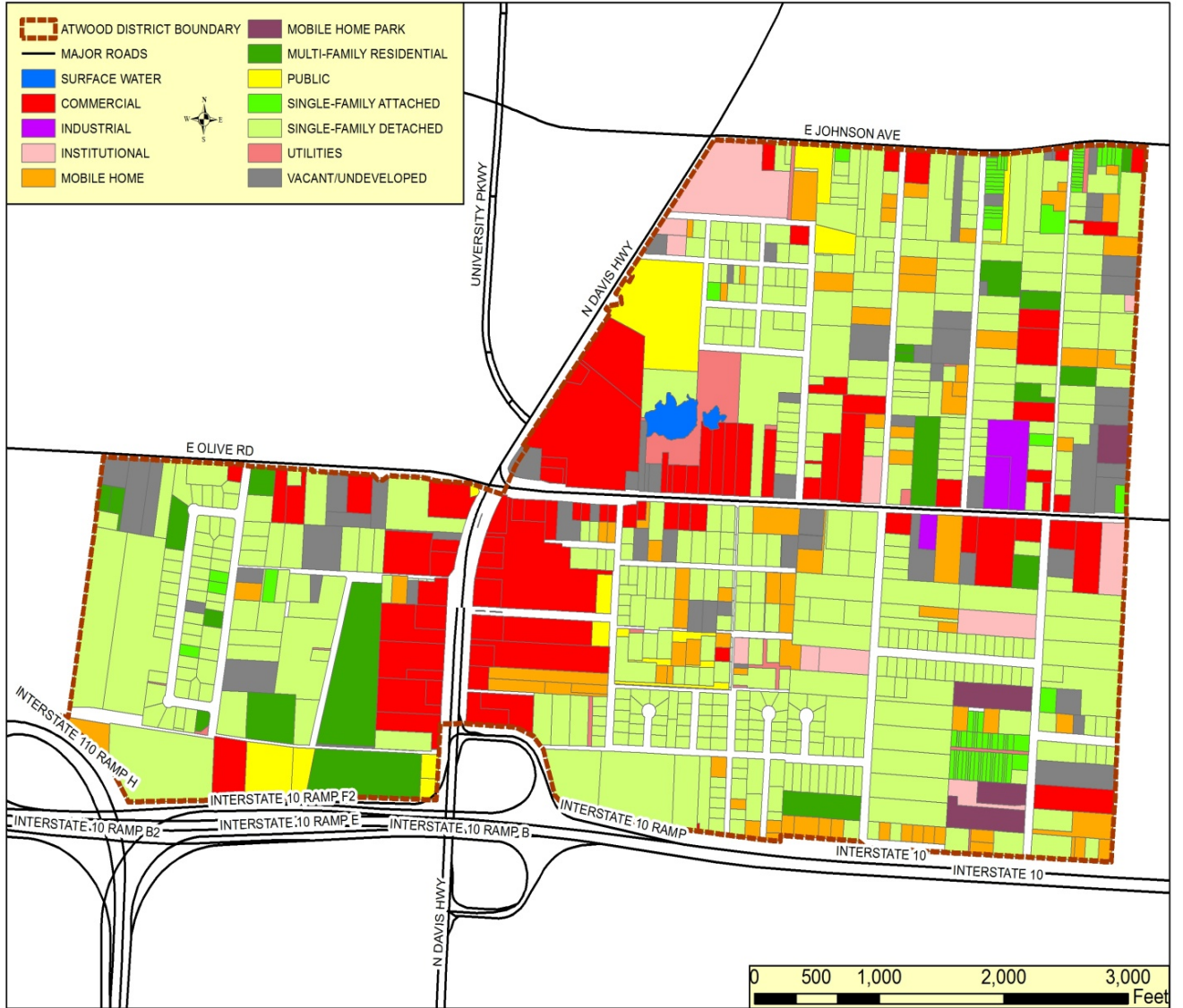


FIGURE 2.3: EXISTING LAND USE IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

RESIDENTIAL

Of the 406.46 acres of residential land, single-family homes account for 322.06 acres, or 52.16% of the total residential acreage of the Redevelopment District. Single-family residential uses account for a total of 549 parcels, or 64.74% of the total number of parcels in the Redevelopment District. This is by far the most dominant land use type in the Redevelopment District. Comprising 41.62 acres (6.74% of the district), mobile homes on individual parcels are the second most common residential use in Atwood.

At a much smaller fraction of residential land use are the other residential types – multi-family (32.82 acres over 19 parcels) and mobile home parks (7.96 acres over 4 parcels). Their combined share of acreage is approximately 6.93% of the residential acreage of the Redevelopment District.



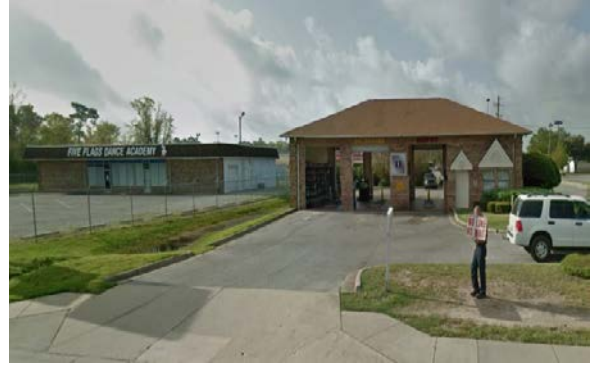
RESIDENTIAL HOMES, ATWOOD REDEVELOPMENT DISTRICT. CRA STAFF

COMMERCIAL

The second-largest land use contingent occupies 106.3 acres, or 17.22% of the total Redevelopment District acreage, covering 83 parcels. These uses are located primarily along the commercially-oriented East Olive Road and North Davis Highway corridors. Smaller concentrations of commercial uses are also found along Kipling Street.

Atwood's two major commercial corridors (East Olive Road and North Davis Highway) are vibrant and well-travelled. Big Box stores are highly-visible and anchor local shopping centers. Unique local restaurants, shops and services round out the commercial offerings along the corridors. Kipling Street also is a mixed-commercial corridor of small businesses and residential uses.

In Atwood, commercial uses are generally stable with many local businesses remaining in place for generations. Atwood's geographic location north of Pensacola serves both the suburban clientele of those who consider themselves living in 'North Pensacola' as well as the more rural residents who live in Gonzalez, Cantonment, Quintette and Molino. Escambia County's rural residents are likely to shop in Atwood as it is the northern most commercial area in the county and it is more convenient for those living in north Escambia to travel to Atwood rather than driving further south into Pensacola.



COMMERCIAL USES, ATWOOD CRD. GOOGLE MAPS

VACANT USES

As a testament to the redevelopment potential of the area, Atwood’s third largest land use category is vacant or undeveloped land. Approximately 7.65% of the redevelopment area consisting of 47.22 acres across 68 parcels is undeveloped. In Atwood, most of the vacant properties are smaller in size and scattered throughout the Redevelopment District.

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. Vacant parcels of considerable size can be assembled to support significant adaptive reuse of underutilized and deteriorating buildings.



Vacant Properties, ATWOOD DISTRICT. GOOGLE MAPS

PUBLIC USES AND UTILITIES

The fourth largest use in the Redevelopment District is public uses and utilities. Public uses in Atwood, as categorized by Escambia County GIS, include a wide variety of uses for the public benefit such as schools and stormwater detention areas. Public uses consist of 14 parcels, spanning 22.59 acres, representing 3.66% of the Redevelopment District.

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 all of the Atwood Redevelopment District as a candidate for mixed-use urban redevelopment.

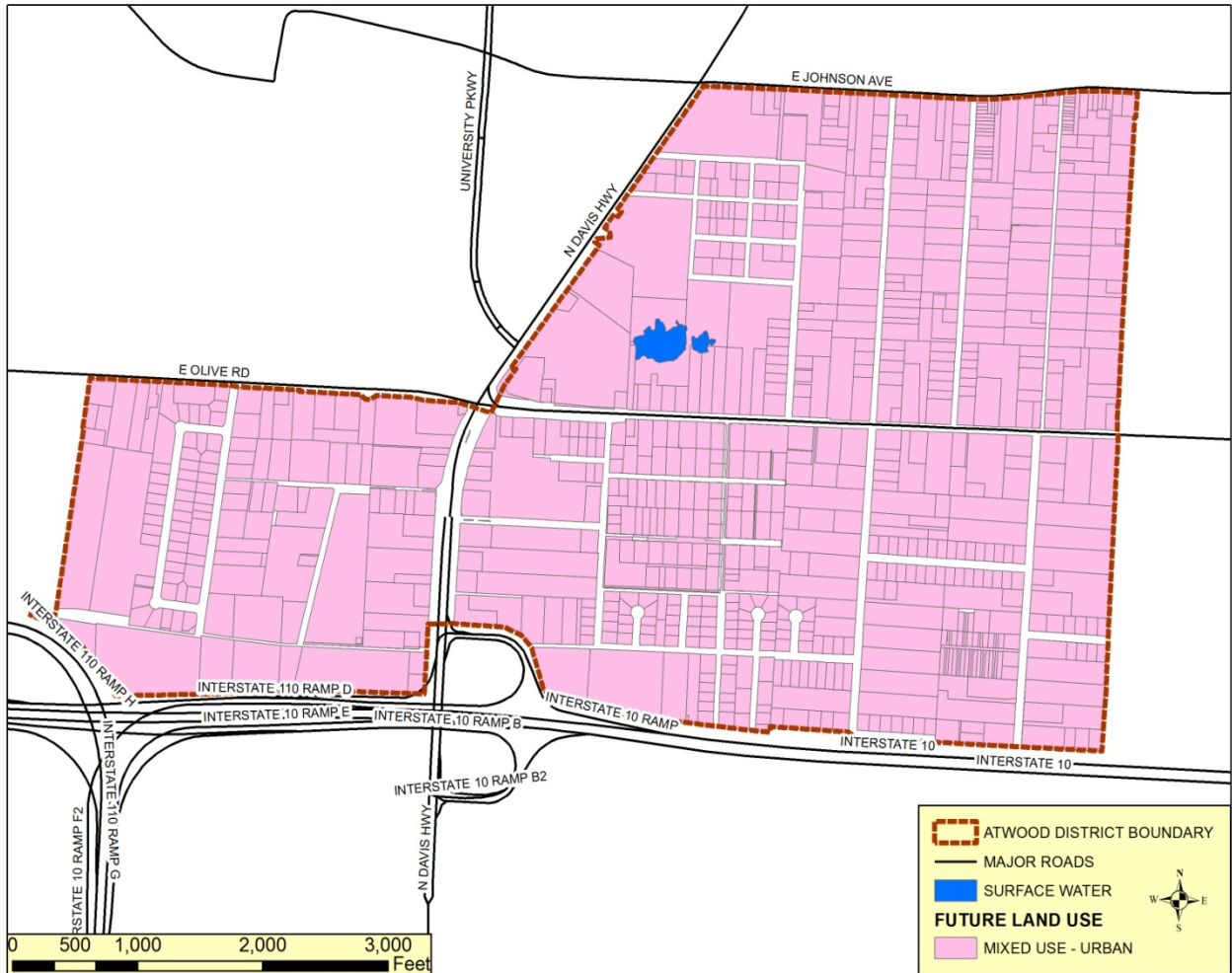


FIGURE 2.4: FUTURE LAND USE IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

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 Atwood Redevelopment District and are included below:

Chapter 7: Future Land Use (FLU) 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 (FLUM) 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 in the Atwood Redevelopment District are listed below:

FLUM Mixed-Use Urban (MU-U)

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

Range of Allowable Uses: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic.

Standards: Residential Maximum Density 25 du/acre, Non-Residential Minimum Intensity: 0.25 Floor Area Ratio (FAR), and 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/Rec./Inst. – 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/Rec/Inst.– 10% to 25%, and Non-Residential – 5% to 10%.

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 the 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.

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 in excess of 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 Mixed-Use Suburban (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, particularly 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, as 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, Brownsville, 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 road construction projects in urban areas or community redevelopment areas shall 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 in the vicinity of 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 community needs, consistent with land use policies, and environmentally sound and 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 shall 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 Future Land Use Map 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 shall 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 (NED) Escambia County will provide affordable homeownership opportunities 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 shall 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 shall be provided at established levels of service within Escambia County consistent with the Interlocal Agreement 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. Sewer availability will also be defined in Florida Statutes.

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 Florida Statutes.

POLICY INF 1.1.5 Coordination on System Expansions Escambia County shall coordinate with ECUA and other wastewater service providers on the extensions of sanitary sewer collection lines and the siting or 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 shall 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

Atwood’s land is divided into five zoning categories. Two primary zoning categories represented in the Atwood Redevelopment District are residential and Commercial. As with land use, the share of each zoning designation reflects the dominance of the corresponding land use, with residential (HDMU, HDR, and MDR) occupying 66.99% of the total acreage and commercial (Commercial and HC/LI) occupying 33.01% (Table 2.2). Atwood’s zoning categories are mapped in Figure 2.5 and described below.

Zoning Category	Acreage	Percent
HDMU	298.62	48.35%
HDR	28.14	4.56%
MDR	86.98	14.08%
Commercial	201.79	32.67%
HC/LI	2.1	0.34%
Total	617.63	100%

TABLE 2.2: DISTRIBUTION OF ZONING CATEGORIES. ESCAMBIA COUNTY GIS

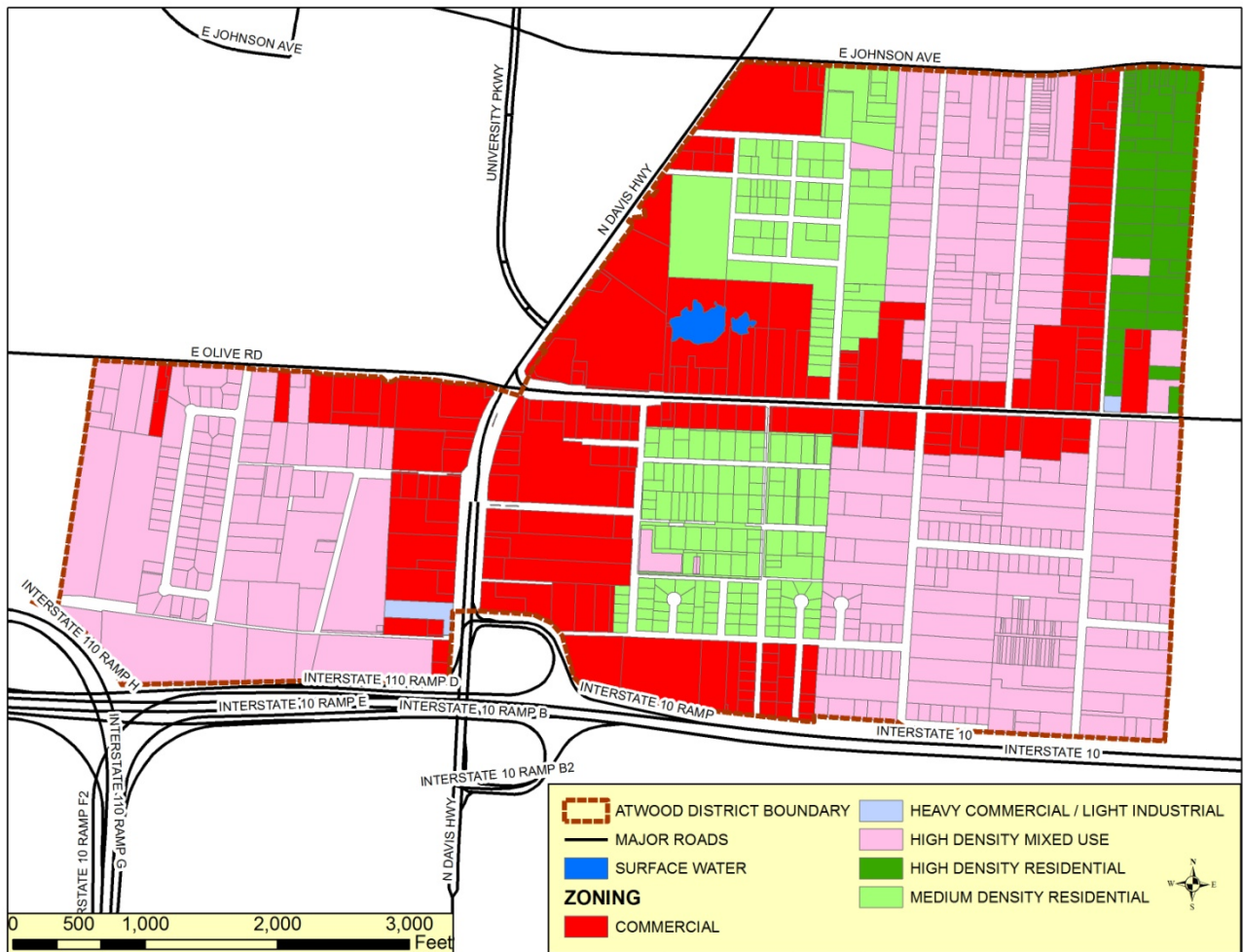


FIGURE 2.5: ZONING CATEGORIES IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

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. Non-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.

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.

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.

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.

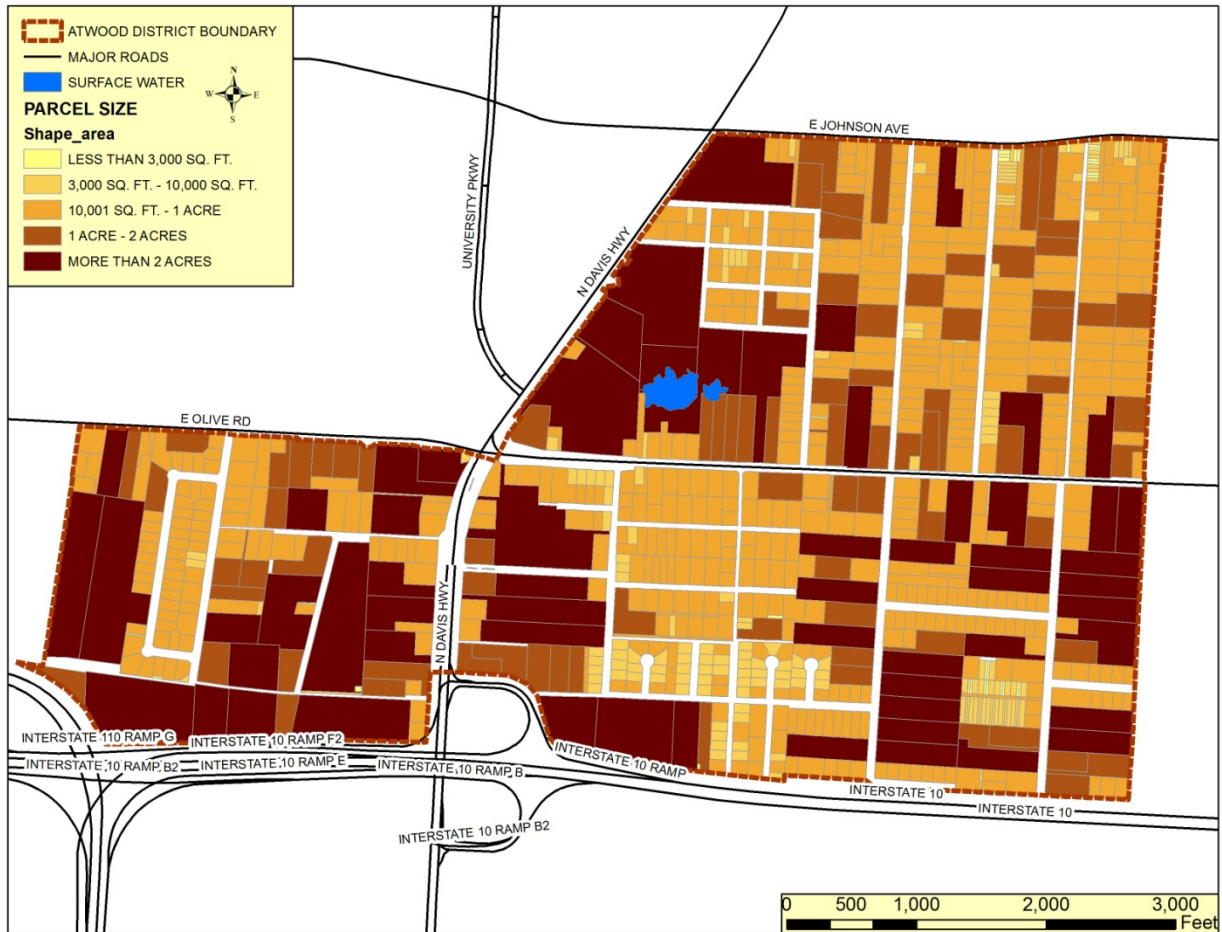


FIGURE 2.6: PARCEL SIZE IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

Table 2.5 summarizes the parcel counts and distribution of various parcel sizes. The majority (58.48%) of parcels in Atwood are between 10,000 square feet to 1 acre (43,560 square feet) in size. The next most common parcel sizes in Atwood are lots that are between 3,000 to 9,000 square feet – representing nearly 18.20% of the Redevelopment District.

Parcel Size	Count	Percent
< 3,000 square feet	39	4.44%
3,000 – 9,999 square feet	160	18.20%
10,000 square feet – 1 acre	514	58.48%
1-2 acres	106	11.95%
> 2 acres	61	6.94%
Total	879	100

TABLE 2.3: DISTRIBUTION OF PARCEL SIZE. ESCAMBIA COUNTY GIS

HOUSING CONDITION

Housing conditions in the Redevelopment District are mostly dilapidated and poor. The distribution of substandard housing is clustered throughout the Redevelopment District (Fig. 2.7), while the neighborhoods of Ferry Pass and Oakhurst contain a relatively higher concentration of poor quality housing compared to the rest of Atwood.

CRA staff conducted a neighborhood housing survey throughout the Atwood Redevelopment District. 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 curling. There may be evidence of the need for energy improvements. 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.

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 777 houses in Atwood, over 48.2% are in either poor or dilapidated condition and 51.7% is in fair condition.

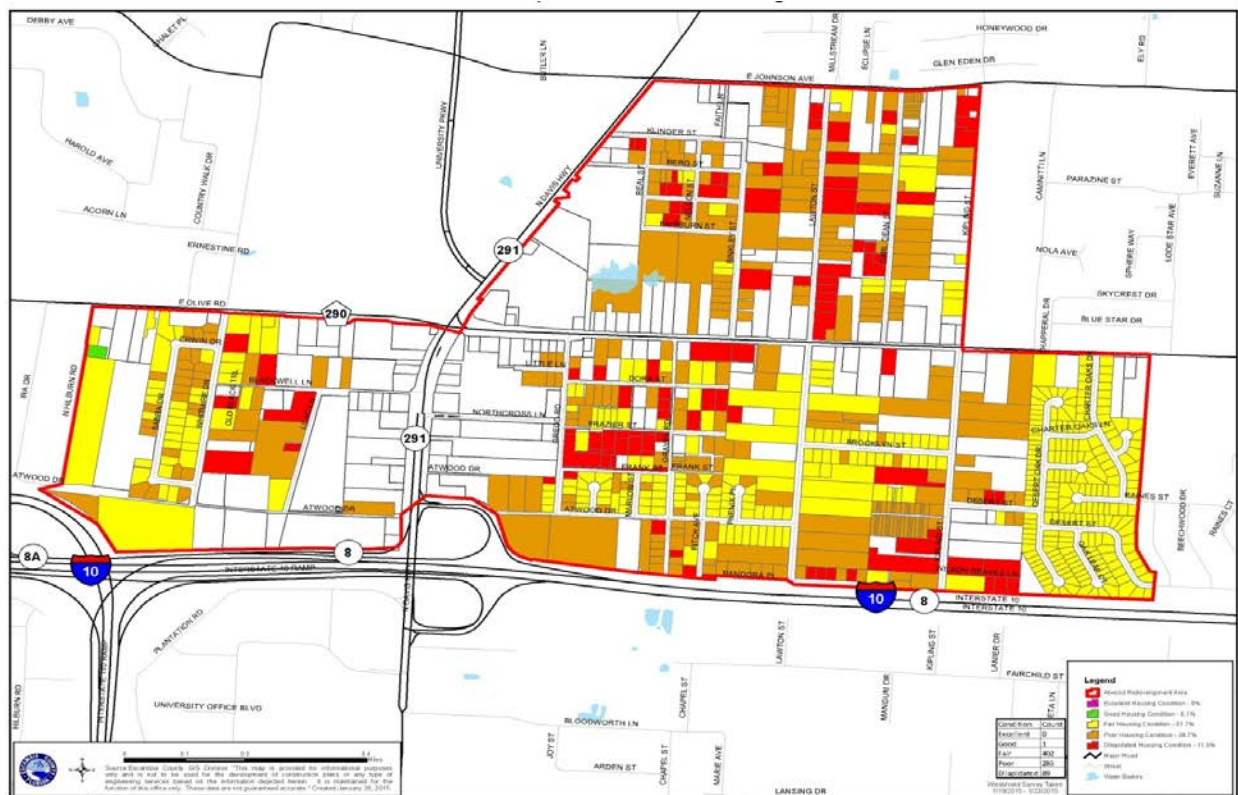


FIGURE 2.7: HOUSING CONDITIONS IN THE ATWOOD REDEVELOPMENTDISTRICT. ESCAMBIA COUNTY GIS

TRANSPORTATION AND INFRASTRUCTURE

Vehicular circulation through Atwood’s commercial corridors is logical and efficiently planned. Davis Highway intersects Olive Road and E Johnson Ave as grade-separated interchanges that keeps the north-south flow of traffic unhindered. E. Johnson Avenue and E. Olive Road provide the primary east-west access through the residential and lesser commercial areas of the redevelopment area.

Atwood has a traditional city-like street grid with a traditional interconnected street layout that connects to neighboring residential areas.

Olive Road East is a Roadway Reconstruction and Drainage project located east of Davis Highway. 2.3 miles of roadway reconstruction will be completed from Davis Highway to Johnson Avenue. Construction will include a two-lane curb and gutter with a center continuous left-turn lane; bike paths; sidewalks; re-alignment of Johnson Avenue with Harbour Square Drive and a complete overhaul of the drainage system, including two stormwater ponds and other safety improvements will be incorporated into the project. This project will be constructed in two phases. Construction of Phase one is currently underway and is estimated to be completed by April 2017. Phase two is construction is anticipated to start in 2017.

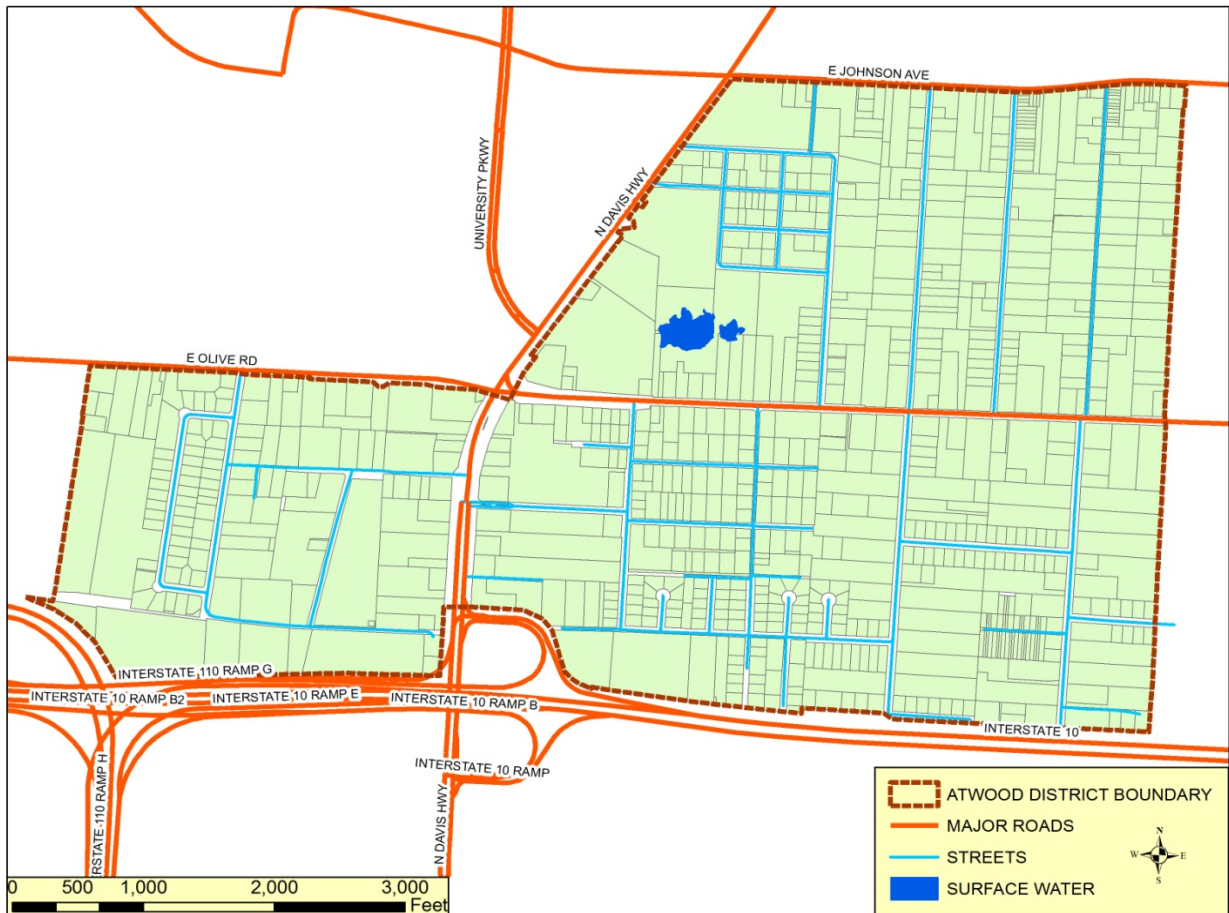


FIGURE 2.8: VEHICULAR CIRCULATION IN THE ATWOOD REDEVELOPMENT DISTRICT ESCAMBIA COUNTY GIS

PEDESTRIAN CIRCULATION

Pedestrian circulation in Atwood is deficient. Atwood does not have an interconnected sidewalk network throughout the District. Sidewalks are only located along the commercial corridor on N Davis Highway and extends a few feet east & west on E Olive Rd where the two intersect.

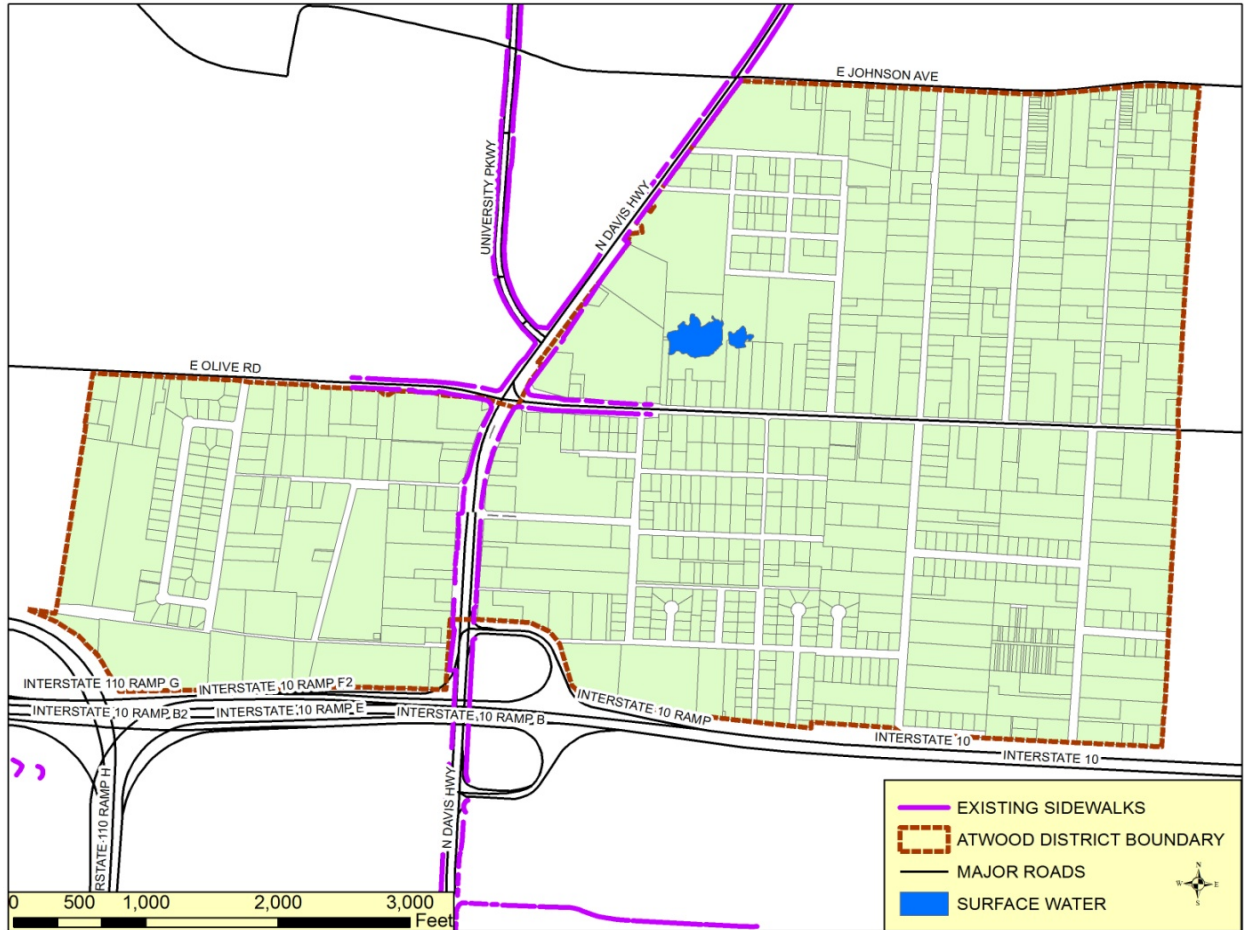


FIGURE 2.9: SIDEWALKS IN ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

The Olive Road East Roadway Reconstruction and Drainage will include bike lanes and sidewalks on E Olive Rd throughout the length of this heavily-travelled corridor from Davis Highway to E. Johnson Ave in the Redevelopment District.

With the funded and planned improvements in the Atwood Redevelopment District, pedestrian circulation will be vastly improved throughout the district. See concept map with proposed sidewalks Fig 3.1.

SANITARY SEWER

The sewer network in Atwood is concentrated in the northern residential area of district above Olive Road and scattered along Davis Highway in the Commercial Corridor. Sewer is available in the Klinger, Skycrest and Kipling Neighborhoods. Sewer service is also limited to businesses on Davis Highway from I-10 to Oliver Rd.

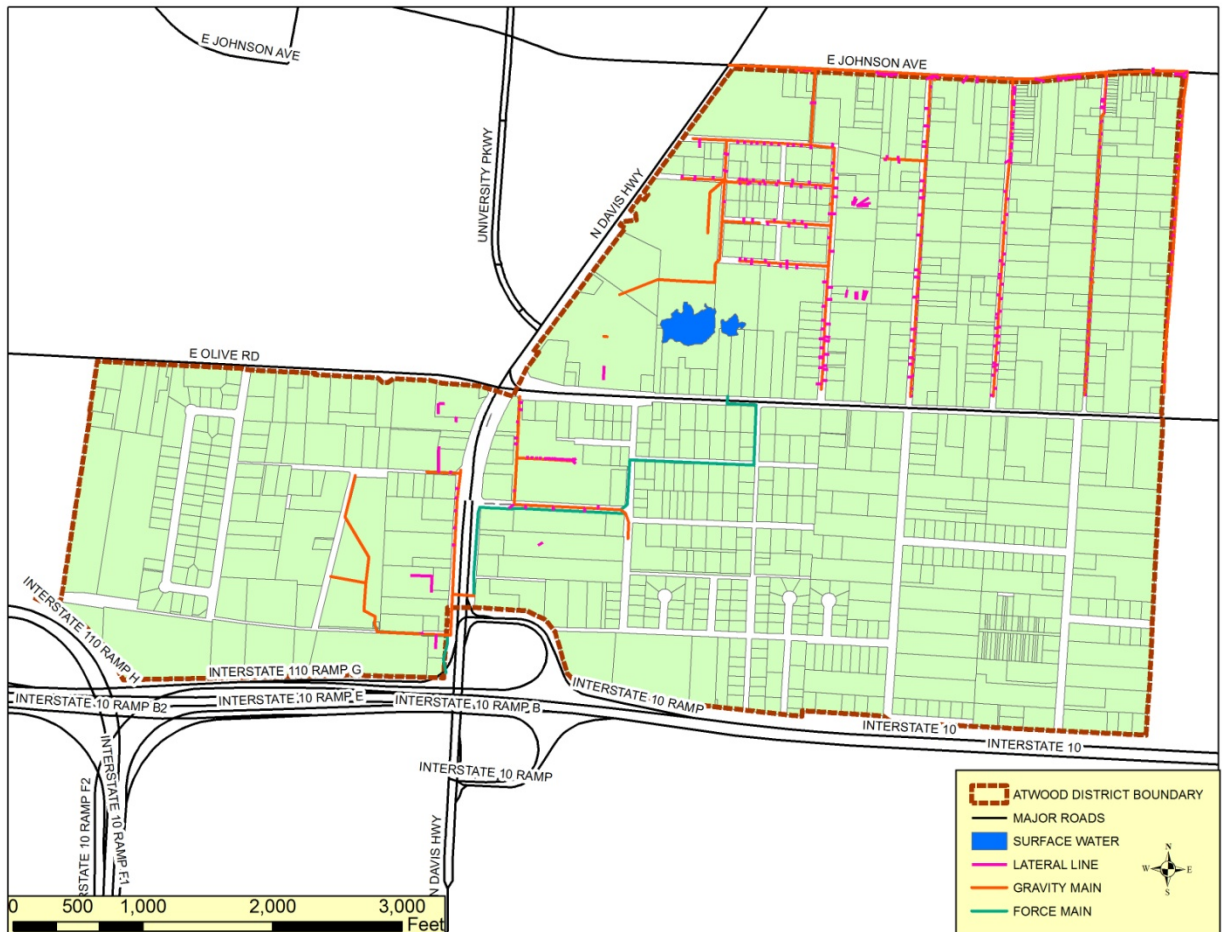


FIGURE 2.10: SEWER LINES IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

SEWER EXPANSION

To ensure that sewer is available to all neighborhoods within the Atwood Redevelopment District, the sewer system will be expanded to the south side of Olive Rd. (see figure 2.11). The expansion will be completed in two phases. Phase one is the Atwood East Expansion and Phase two is the Whitmore Expansion.

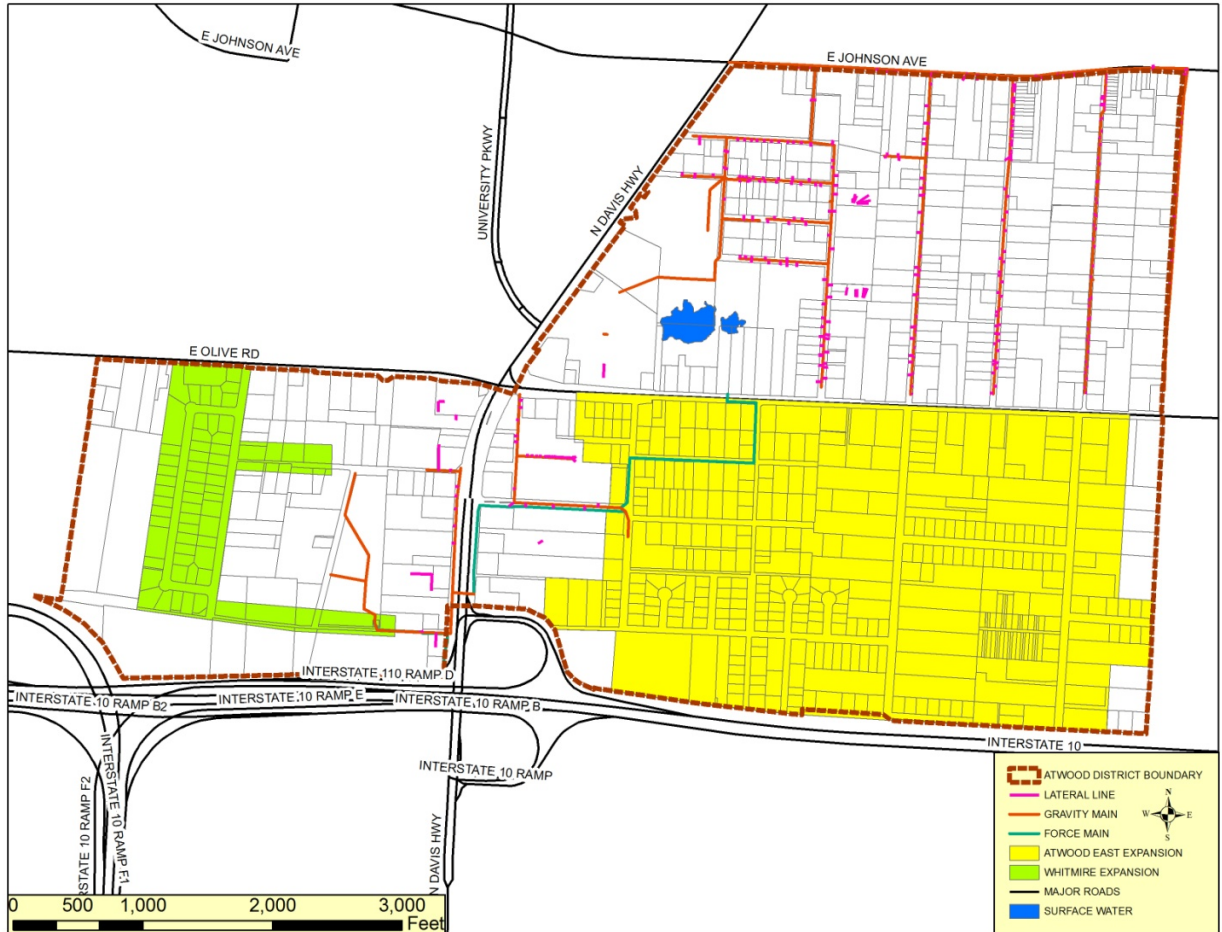


FIGURE 2.11: SEWER LINES IN THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

DEMOGRAPHICS

This section uses data provided by Nielsen Site Reports as compiled by the Haas Center of University of West Florida to discuss the demographic, housing and economic conditions in the Atwood Redevelopment District and compare them to the same conditions across the whole of Escambia County.

POPULATION

Atwood’s population has been very stable over the past fifteen years and is expected to remain so in the near future. The 2000 Census identified 2,362 residents and 2,939 residents in 2010. Estimated population in 2015 was 3,136. Projected population in 2020 is 3,363. Population in the Redevelopment District increased 24.40% from 2000-2010 and increased 6.72% from 2010-2015. Atwood is expected to grow 7.24% from 2015-2020.

As reflected in Table 2.4 below, the Atwood Redevelopment District is growing at a much faster pace than the county as a whole. In the period from 2000-2010, Atwood Redevelopment District grew 6.72%. Population grew slower in Escambia County from 2010-2015 with a growth rate of 3.03%. Projected growth rate of the county as a whole is expected to pick up to 4.49% from 2015-2020.

POPULATION Location	2010	2015	% change from 2010	2020 (estimated)	% change from 2014
Atwood CRD	2,939	3,136	6.72%	3,363	7.24%
Escambia County	297,619	306,630	3.03%	320,397	4.49%

TABLE 2.4 POPULATION. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

HOUSEHOLDS

Household data (Tables 2.5 and 2.6) are important indicators of housing demand, household characteristics, and market potential in a community. The 2010-2015 percent increase of households in Atwood (5.97%) is more than the rate in household growth in Escambia County (3.42%). Despite this difference, the percentage of home owners living in their homes is nearly similar when comparing Atwood to the county as a whole.

HOUSEHOLDS Location	2010	2015	% change from 2010	2020(estimated)	% change from 2015
Atwood CRD	1,294	1,371	5.97%	1,465	6.88%
Escambia County	116,238	120,219	3.42%	125,949	4.77%

TABLE 2.5 HOUSEHOLDS. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

HOME OWNERSHIP RATE IN 2015	Atwood	Escambia County
% Owner-occupied	51.62%	64.78%
% Renter-occupied	48.80%	35.22%

TABLE 2.6 HOME OWNERSHIP RATES. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

Median household income is another very significant indicator of an area’s economic strength. Atwood’s median household income in 2015 was \$36,501. Escambia County’s median income in 2015 was \$43,533. The discrepancy in Atwood’s median income is \$7,032 or 16.15% less than the County’s median income.

ETHNIC COMPOSITION

Compared to Escambia County as a whole, the Atwood Redevelopment District has a higher concentration of white citizens. (Table 2.7). Atwood’s ethnic composition is 70.38% white and 18.27% Black or African American with other listed races combined only make-up 11.35%.

ETHNIC COMPOSITION	ATWOOD CRD	ESCAMBIA COUNTY
White	70.38%	57.56%
Black or African American	18.27%	5.97%
Amer. Indian or Alaska Native	1.18%	1.70%
Asian	2.14%	1.13%
Native Hawaiian and other Pacific Islander	.06%	0.21%
Some other race	3.79%	23.24%
Two or more races	4.18%	10.19%

TABLE 2.7: ETHNIC COMPOSITION. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

AGE

Age breakdowns are comparatively similar in Atwood and Escambia County as a whole (Table 2.8). In the Atwood Redevelopment District, 74.68% of the population is over 18 years of age while countywide the percentage is 78.4%. Comparison of the elderly population is nearly equal. Although slight, the greatest age comparison difference is in children in Atwood. Atwood has about 1.6% more young children and 2.1% more school-aged children than the county as a whole.

AGE	ATWOOD CRD	ESCAMBIA COUNTY
0-4	6.89%	6.23%
5-17	15.08%	15.36%
18-64	63.72%	62.75%
65+	14.32%	15.67%
Over 18	78.03%	78.41%

TABLE 2.8: AGE. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

EMPLOYMENT

The total working-age population of Atwood in 2015 was estimated at 4,504, of those 2,595 are employed. In 2015, unemployment rate in Atwood was 7.86%. 37.04% of the working age population of Atwood is not in the labor force. Among Atwood residents (Table 2.9), the highest percentages are employed people who work in food preparation/serving (18.84%) and office/administration support (18.23%).

EMPLOYMENT	ATWOOD CRD	ESCAMBIA COUNTY
Architect/Engineer	1.73%	1.30%
Arts/Entertain/Sports	0.08%	1.66%
Building Grounds Maintenance	3.43%	5.12%
Business/Financial Operations	1.35%	3.33%
Community/Social Services	1.39%	1.65%
Computer/Mathematical	1.12%	1.27%
Construction/Extraction	4.78%	5.02%
Education/Training/Library	4.35%	5.43%
Farm/Fish/Forestry	0.23%	0.43%
Food Prep/Serving	18.84%	8.52%
Health Practitioner/Tech.	8.79%	7.60%
Healthcare Support	5.51%	2.78%
Maintenance Repair	4.59%	3.61%
Legal	0.54%	0.97%
Life/Phys/Social Science	1.35%	0.57%
Management	3.47%	8.28%
Office/Admin. Support	18.23%	15.84%
Production	0.81%	3.40%
Protective Services	1.31%	2.15%
Sales/Related	7.90%	11.82%
Personal Care/Service	5.47%	3.33%
Transportation/Moving	4.70%	5.90%

TABLE 2.9: 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 2.10, in 2015, it is estimated that 30% of Atwood residents have received their high school diploma, while an additional 28% have attended college (with nearly 13% of the population attaining a Bachelor's Degree). In contrast, 14% of the Redevelopment Area adults have not completed high school.

In comparison with Atwood to the county as a whole, the difference isn't dramatic – with slightly lower educational attainment in Atwood. However, Atwood does lead the county with the percentage of adults who have a high school diploma and have attended college.

EDUCATIONAL ATTAINMENT	ATWOOD CRD (population 25+ in 2015)	ESCAMBIA COUNTY (population 25+ in 2015)
Less than 9 th grade	6.56%	4.03%
Some High School, no diploma	7.86%	8.81%
High School Graduate (or GED)	30.05%	29.00%
Some College, no degree	27.97%	24.49%
Associate Degree	9.58%	10.40%
Bachelor's Degree	12.62%	14.77%
Master's Degree	4.79%	6.33%
Professional School Degree	0.26%	1.32%
Doctorate Degree	0.34%	0.85%

TABLE 2.10: EDUCATIONAL ATTAINMENT. 2010 U.S. CENSUS/ESRI/UNIVERSITY OF WEST FLORIDA

INCOME

In 2015, residents of Atwood on average earned 25.3% less than a resident elsewhere in Escambia County. The difference in median income was not quite as drastic with Atwood residents earning 16.15% less median income than in the county as a whole. Despite this discrepancy, Atwood has higher percentages of residents in the \$35,000 - \$99,999 income range than compared countywide.

INCOME BRACKETS	ATWOOD CRD	ESCAMBIA COUNTY
2015 Average Income	\$49,529	\$58,243
2015 Median Income	\$36,501	\$43,533
<\$15,000	14.15%	15.44%
\$15,000 - \$24,999	20.57%	12.08%
\$25,000 - \$34,999	13.49%	13.48%
\$35,000 - \$49,999	18.09%	15.82%
\$50,000 - \$74,999	14.37%	17.37%
\$75,000 - \$99,999	6.71%	12.13%
\$100,000 - \$124,999	5.91%	5.68%
\$125,000 - \$149,000	3.06%	2.68%
\$150,000 - \$199,999	2.77%	2.93%
\$200,000 - \$249,999	0.88%	0.95%
\$250,000 - \$499,999	0.07%	1.12%
\$500,000+	0.00%	0.33%

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

CRIME

With a limited dataset, it is difficult to establish a deep understanding of crime trends in the Atwood Redevelopment District. The data in Table 2.12 shows that larceny is the highest number of crimes in Atwood from 2008 -2014. Only one murder was reported in the seven year period in 2013. When compared to Escambia County as a whole, Atwood is extremely low in all categories. In all aspects of measured crime, the Atwood Redevelopment District has a much lower rate than the county as a whole. Crime and the perception of crime can always be viewed as an impediment to redevelopment. This data provides a baseline for future improvement as the Redevelopment Area progresses.

TOTAL INCIDENCE OF CRIME Location	2008 Reports	2009 Reports	2010 Reports	2011 Reports	2012 Reports	2013 Reports	2014 Reports
Atwood CRD (pop. 3,363)							
Murder	0	0	0	0	0	1	0
Forcible Sex Offenses	3	2	2	4	1	0	4
Robbery	15	6	11	6	8	9	3
Aggravated Assault/Battery	18	13	12	15	15	20	10
Burglary/Break-and-Enter	49	48	49	35	49	47	33
Larceny	55	42	68	62	69	70	55
Motor Vehicle Theft	22	13	14	7	13	13	8
Narcotics	12	10	29	12	16	21	25
Escambia County (pop. 306,630)							
Murder	18	15	26	14	15	23	18
Forcible Sex Offenses	225	307	313	272	264	224	234
Robbery	554	534	461	463	412	370	306
Aggravated Assault/Battery	1,420	1,392	1,128	1,033	1,269	1,169	1,203
Burglary/Break-and-Enter	2,417	2,610	2,665	2,600	3,156	2,776	2,356
Larceny	6,364	6,593	7,271	7,543	7,579	7,588	6,908
Motor Vehicle Theft	687	630	519	858	550	654	554
Narcotics	1,369	1,526	1,458	1,641	1,701	1,600	1,122

TABLE 2.12 TOTAL INCIDENCE OF CRIME IN ATWOOD 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 Atwood 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 Atwood 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 Atwood Redevelopment District.
- The Plan emphasizes public safety and the passive means that help achieve this; i.e., street lighting, Crime Prevention Through Environmental Design (CPTED) design, signage, etc.
- The Plan considers business development, particularly small-scale and local enterprise, as the future economic foundation for the Atwood Redevelopment District.

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 Atwood.
- Promoting denser and fuller commercial development on Atwood main commercial corridors.
- Appropriately buffering non-harmonious adjacent land uses in order 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 Atwood Redevelopment District by increasing its walkability;
- Providing infrastructure, especially sanitary sewer connections to enable infill development of single-family homes.
- Devising strategies to support increased home ownership and improved housing rehabilitation efforts such as soft second mortgages and low-interest loans without income restrictions.

ATWOOD CRD CONCEPT PLAN

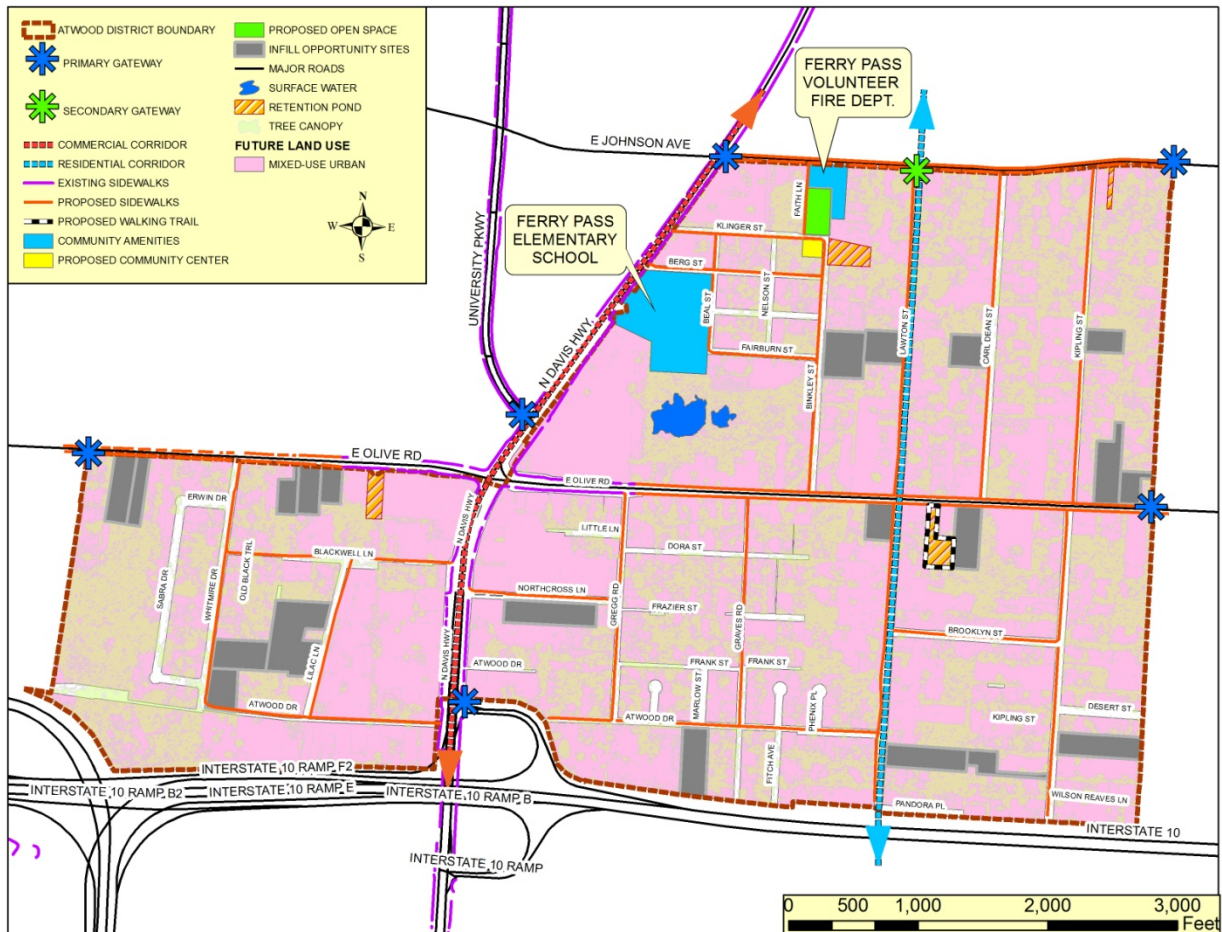


FIGURE 3.1: CONCEPT PLAN FOR THE ATWOOD REDEVELOPMENT DISTRICT. ESCAMBIA COUNTY GIS

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.

Existing conditions on the Redevelopment Area’s primary corridors are somewhat deficient in terms of infrastructure quality, commercial activity, personal safety, and aesthetic character. These deficiencies must be addressed in order to create the conditions that will lead to reinvestment in the Redevelopment Area. The Concept Plan identifies three primary corridor types within the Atwood Redevelopment Area that could potentially act as catalysts for the redevelopment of the area. These corridors are:

1. Primary Commercial Corridors:

N. Davis Highway , E. Olive Road, and E. Johnson Ave

2. Neighborhood Commercial Corridors

Kipling Street

3. Neighborhood Connectors

Lawton Street, Hilburn Road, Klinger Street and Binkley Street

PRIMARY COMMERCIAL CORRIDORS

N. Davis Highway is the primary north-south route through the Atwood District. Land use along N. Davis Highway is primarily highway-commercial with numerous driveways and access points along the road. Economic vitality along the corridor is moderate with retail, industrial and institutional uses. Retail uses are more concentrated along the intersection of N. Davis Highway and E. Olive Road. Some areas of the corridor are vacant or under-utilized, with excellent redevelopment potential.

Although traffic is heavy during peak hours, a significant road improvement is currently under way for E. Olive Road from N Davis Highway to Johnson Avenue. The Escambia County Engineering project will improve safety for vehicles, bicycles and pedestrians in addition to widening the roadway to include a left-turn center lane.

E. Olive Road is the primary east-west route that runs through the center of the Atwood District. Commercial activity along E. Olive Road is as intense as is found on N. Davis Highway through the Redevelopment District. Large shopping centers are anchored by large national retailers and are supported by smaller shops and services. Commercial redevelopment opportunity is available in pockets along E. Olive Road.

E. Johnson Avenue is also a primary east-west route that runs across the northern boundary of the Atwood Redevelopment District. There is a mixture of residential and business uses along this route that also present opportunities for redevelopment.

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 Atwood 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.

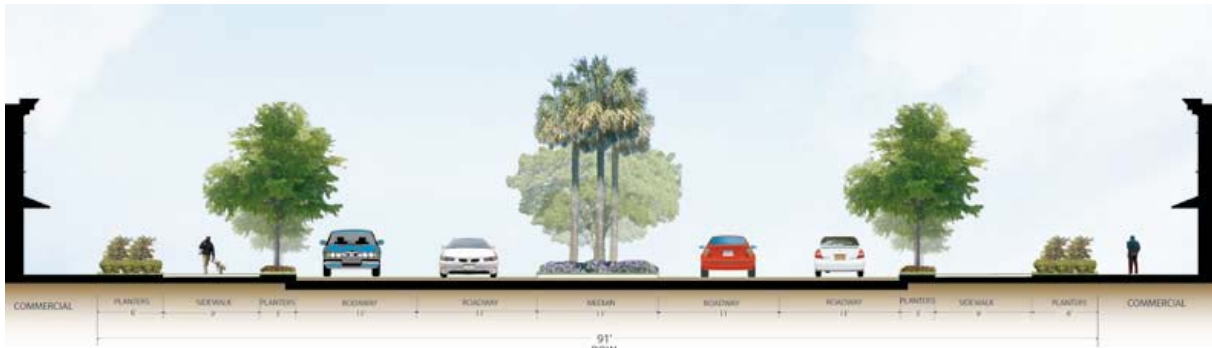
- Provide business owners and developers with incentives such as a tax breaks to upgrade existing buildings and property to meet minimum code standards.
- Encourage adaptive reuse of underutilized and obsolete commercial uses wherever possible.
- Adopt and enforce design standards to ensure visual integration and a sense of identity for the entire corridor.
- Extend and/or complete sewer infrastructure to all properties in the corridor.



EXISTING CONDITION: N. DAVIS HIGHWAY. CRA STAFF



Photo simulation of desired improvements for a PRIMARY COMMERCIAL CORRIDOR. IBI GROUP, INC.



TYPICAL SECTION AN IMPROVED COMMERCIAL CORRIOR. IBI GROUP, INC.

NEIGHBORHOOD COMMERCIAL CORRIDORS

Preserving neighborhood character and unity was mentioned as being important to the residents of Atwood, and the proposed development program for Atwood’s neighborhood commercial corridor intends to build upon their existing character.

Kipling Street is the secondary north-south route through the Redevelopment District. There are residential uses concentrated along the north and south ends of Kipling Street with businesses along the center of the corridor. A variety of businesses exist along this corridor such as chiropractor, electrician, and auto sales.

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; wide lanes and tree canopies combine to create a sense of tranquility that is unavailable on busier roadways. Streets with mixed commercial and residential uses require modified strategies to properly

manage their character and uses. Also, there is high pedestrian traffic with no pedestrian infrastructure. Citizens transition through an unsafe and comfortable pedestrian environment.

Objective: Transform the functional and visual character of the street as primary neighborhood commercial corridor at a scale that is pedestrian friendly and compatible with the residential neighborhoods. Establish an identity for the corridor and encourage private sector investment that addresses the needs of the neighborhood.



EXISTING CONDITION: E. OLIVE ROAD. CRA STAFF

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.
- Provide 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 CONNECTORS

Lawton Street is a neighborhood connector that runs north and south the full extent of the district from E. Johnson Avenue to Pandora Place at I-10. It provides access for neighborhood pedestrian and vehicle traffic to transition back and forth across E. Olive Road. Lawton Street is proposed for sidewalks to create a safer pedestrian environment.

Hilburn Road is also an important north-south connector at the western boundary of the District that extends from E. Olive Road to I-10. Hilburn Rd connects to Atwood Drive on the south boundary providing access to the Frichez Heights neighborhood.

Klinger Street and Binkley Street will provide the neighborhood and Ferry Pass Elementary School students direct access to the proposed community center and park. This road is also proposed for sidewalks to create a safer pedestrian environment.

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 connectors. 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 corridor.
- 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 CONNECTOR. IBI GROUP



BINKLEY STREET. CRA STAFF

GATEWAYS

Gateways are important visual landmarks that reinforce the entrance into a 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, hardscape 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 local residents.

In the Atwood Redevelopment District, there are seven intersections where gateways of primary and secondary magnitude could eventually be developed. 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 particular 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 are able to accommodate the proposed primary gateways.

Proposed primary gateway locations:

- on N. Davis Highway at I-10
- on N. Davis Highway at E. Johnson Avenue
- on N. Davis Highway at E. University Parkway
- on E. Olive Road at Hilburn Road
- on E. Olive Road at Caminitti Lane
- on E. Johnson Avenue at Caminitti Lane



EXAMPLE OF A GATEWAY FEATURE. GOOGLE MAPS

SECONDARY GATEWAYS

Secondary gateways are intended to highlight the instance of entering a particular 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, Lawton Street at E. Johnson Avenue is an ideal street to build secondary gateways in Atwood. In addition to being located parallel to busy U.S. Highway 29, it is anchored on the south end by the Interstate 10 overpass, representing an important opportunity to brand the entrance into the Redevelopment District along a lower-speed corridor.

Proposed secondary gateway location:

- on E. Johnson Avenue at Lawton Street

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

Action Strategies:

- Install unique landscaping elements and signage directing people to the Atwood Redevelopment District.

- Prioritize construction of gateway improvements in conjunction with other planned improvements.
- Establish neighborhood identification and directional signage programs announcing the entrance to the Atwood 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 A PRIMARY GATEWAY DESIGN. IBI GROUP, INC.



EXAMPLES OF NEIGHBORHOOD GATEWAY DESIGN. IBI GROUP, INC.

COMMUNITY AMENITIES

There are no existing community amenities in the Atwood Redevelopment District. This Redevelopment Plan proposes to develop a community center and park that encourage outdoor recreation and social interaction. Neighborhood parks should be created on vacant lots that are strategically located near neighborhoods. The goal is to provide a neighborhood park within a 10-minute walk of any residence in the Atwood Redevelopment District.

Objective: Improve resident's quality of life by providing recreational opportunities for residents of the Atwood Redevelopment District. Such amenities should be readily accessible and serve to strengthen and enhance the community.

Action Strategies:

- Strategically locate neighborhood pocket parks within a 10-minute walking distance from residential blocks. Identify such pocket park opportunity sites through acquisition of privately owned vacant, dilapidated or uninhabitable structures, when possible.
- Increase the number of neighborhood groups and strengthen neighborhood group collaboration.
- Fund the community center project identified in the capital improvement section of this plan.

REDEVELOPMENT STRATEGIES

This section of the plan highlights three particular redevelopment opportunities that could have far-reaching positive impact on the Redevelopment Area:

- Commercial Redevelopment and Infill
- Infill Opportunities for Single- and Multi-Family Housing
- Encourage Citizen Groups and Civic Pride
- Public Health and Safety

COMMERCIAL REDEVELOPMENT AND INFILL

With 7.65% of the Redevelopment Area being vacant, this represents a good opportunity for redevelopment of underutilized areas and infill development for new businesses. The Concept Map (on page 34) identifies vacant parcels 1-acre and larger. These identified parcels are opportunities for new development.

Objective: Encourage the redevelopment and infill development of vacant properties with commercial potential. Such economic growth benefits both Atwood and Escambia County.

Action Strategies:

- Initiate the Sign Grant and Commercial Façade, Landscape & Infrastructure Grant programs. These grant programs match commercial property owners in a reimbursement grant for 50% of the project cost according to the grant program guidelines. If the amount of the TIF and Community Development Block Grant funding allows, consider expanding the maximum match to a higher amount to accommodate larger improvement projects.
- Meet with developers to find out what the County can do to help promote commercial growth in the Atwood Redevelopment District.



EXAMPLE OF A COMMERCIAL FAÇADE GRANT RECIPIENT. CRA STAFF



EXAMPLE OF A COMMERCIAL SIGN GRANT RECIPIENT. CRA STAFF



INFILL OPPORTUNITIES FOR SINGLE- AND MULTI-FAMILY HOUSING

Several smaller undeveloped tracts remain in the Atwood Redevelopment District for future residential development. As Escambia County continues to grow its economy, new residential development will follow. The ongoing expansion of the Navy Federal Credit Union campus is expected to place additional demand for housing units as the credit union’s employees relocate to the area and new jobs are created.

The Community Redevelopment Agency will work with partners such as Escambia County Neighborhood Enterprise Division, Habitat for Humanity, and CELL to consider creating 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 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 Atwood.
- Create community amenities, beautification and streetscapes to make Atwood an attractive place to live.
- Use TIF funds to expedite funding of infrastructure improvements in the Atwood CRD.

ENCOURAGE CITIZEN GROUPS AND CIVIC PRIDE

Citizen involvement in the redevelopment of an area 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. The Ferry Pass Neighborhood Watch is an active group of citizens whose goal is to improve the neighborhood and has interest in the issues affecting the Atwood Community Redevelopment District.

In the past, the Escambia County Redevelopment Agency hosted a Neighborhood Leadership Workshop for the heads of the neighborhood groups of all the CRA districts to attend a workshop to network, trade information, and learn new skills. The CRA hopes to reinvigorate this practice in the future which will include leaders from the Atwood Redevelopment District.

Objective: Help foster a sense of civic pride in the Atwood Redevelopment District through neighborhood groups, beautification projects, and neighborhood conferences.

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 Workshop and invite leaders from all CRA districts in Escambia County and the City of Pensacola.

PUBLIC HEALTH AND SAFETY

Crime in Atwood can be an impediment to the revitalization of the District and the surrounding areas. The Escambia County CRA, the Atwood Community and the Atwood Neighborhood Groups will continue to work towards the common goal of decreasing and/or eliminating crime 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, Atwood Neighborhood Groups, Area churches, Commercial businesses and community stakeholders.

Action Strategies:

- Seek to have a Sheriff sub-station located within the Atwood Redevelopment District.
- Promote representatives from the Escambia County Sheriff's Department to conduct regular clean-sweeps of the Atwood area.
- 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.

RESIDENTIAL PRESERVATION AND ENHANCEMENT

The Atwood Redevelopment District contains 11 neighborhoods. The housing condition is fair with a number of dilapidated homes scattered across the Redevelopment District. In addition, crime and public safety are also concerns of the community. The efforts to revitalize the Redevelopment District and improve the quality of life should be supported by a harmonizing effort to revitalize and preserve existing neighborhoods. The Plan calls for continued neighborhood improvements to create a strong, safe and vibrant community.

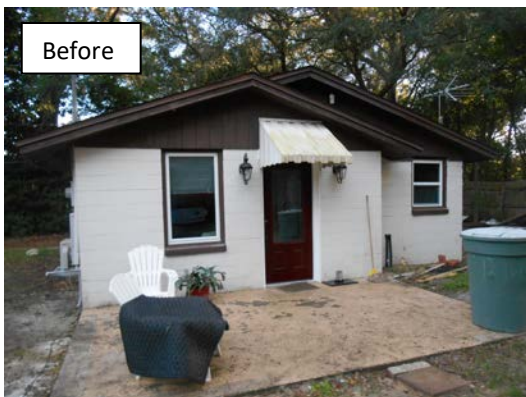
To preserve and improve the quality of the existing housing conditions, the Plan recommends utilizing existing incentives such as the CRA's residential rehabilitation grant to encourage housing restoration across the Redevelopment District, and continuing to collaborate with non-profit organizations 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 in particular, improving the connections with local schools, parks and other neighborhood destinations. The Plan also recommends pursuing infill development opportunities in the neighborhood to develop pocket parks 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 that support investment in residential renovations and redevelopment of existing housing stock.

Action Strategies:

- Establish the residential improvement grant to encourage housing restoration across the Redevelopment District.
- Establish residential design standards for building renovations and infill development.
- Acquire lots or building sites, or execute land exchanges for infill development.
- Actively pursue code enforcement including demolition of dilapidated structures. Parcels that become available as a result 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 so that no Atwood resident is more than a 10-minute walk from a park.
- Continue to provide financial assistance to further sewer system expansion throughout the redevelopment area 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.



HOUSES IMPROVED WITH THE CRA RESIDENTIAL REHAB GRANT PROGRAM. 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 Atwood community. It is through such projects that Escambia County will enhance the functional and aesthetic quality of the Atwood 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 the 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 a given 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 that.

County funds can 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 Atwood Redevelopment 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 at all times, and it is important to note that the summary of capital implementation strategies in this chapter 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.

Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
Bike Lanes				
E. Olive Road from Davis Highway to E. Johnson Rd	Construct bike lanes on north and south sides of E. Olive Road	Funded as part of the Olive Rd East Project	LOST	2018
Bus Stop Improvements				
General transit improvements to bus stops in Atwood CRD	Transit improvements are made on an as-needed basis.	TBD	ECAT, LOST	Short-term. TBD
Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
Community Center				
Atwood Community Center	Community Center with similar layout and size as Ebonwood.	\$1,800,000	LOST, TIF	Mid range. TBD
Drainage				
E. Olive Road from Davis Highway to Johnson Road	A complete overhaul of the drainage system, including two stormwater ponds.	Funded as part of the Olive Rd East Project	LOST	2018
Parks				
Atwood Neighborhood Park	Construct a new neighborhood park.	1,000,000	LOST, Parks, TIF	Mid range. TBD
Olive Rd Walking Trail	Construct walking trail around Olive Rd retention pond.	TBD	TBD	Mid range. TBD
Road Improvements				
E. Olive Road from Davis Highway to E. Johnson Rd	This project will be approx. 2.3 miles of roadway reconstruction.	Funded as part of the Olive Rd East Project	LOST	2017/2018
Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
Sidewalks				
Atwood Drive	Construct sidewalk on Atwood Dr. from Gregg Rd. to Lawton St.	\$208,652	LOST IV, TIF	Mid-term. TBD
Blackwell Lane	Construct sidewalk on Blackwell Ln. from Whitmire Dr. to N Davis Hwy.	\$179,326	LOST IV, TIF	Mid-term. TBD
Binkley Street	Construct sidewalk on Binkley St from Klinger St. to East Olive Rd.	\$196,400	LOST IV, TIF	Mid-term. TBD
Caminiti Lane	Construct sidewalk on Caminiti Ln. from E. Johnson Ave. to E. Olive Rd.	\$266,130	LOST IV, TIF	Mid-term. TBD
E. Johnson Avenue	Construct sidewalk on East Johnson Ave. from N. Davis Hwy. to Caminiti Ln.	\$353,159	LOST IV, TIF	Mid-term. TBD
Faith Lane	Construct sidewalk on Faith Ln. from E. Johnson Ave to Klinger St.	\$56,564	LOST IV, TIF	Mid-term. TBD
Ferry Pass Elementary School	Construct sidewalk on the North and East sides of Ferry Pass Elem. School to include Berg St, Beal St, and Fairburn St	\$119,623	LOST IV, TIF	Mid-term. TBD
Kipling Street	Construct sidewalk on Kipling St. from E. Johnson Ave. to E. Olive Rd.	\$263,753	LOST IV, TIF	Mid-term. TBD
Klinger Street	Construct sidewalk on Klinger St. from N. Davis Hwy. to Binkley St.	\$119,047	LOST IV, TIF	Mid-term. TBD
Lawton Street	Construct sidewalk on Lawton St. from Pandora Place to E. Johnson Ave.	\$490,917	LOST IV, TIF	Mid-term. TBD
Lilac Lane	Construct sidewalk on Lilac Ln. from Blackwood Ln to Atwood Dr.	\$127,502	LOST IV, TIF	Mid-term. TBD

Hilburn Road	Construct sidewalk on Hilburn Rd. from E. Olive Rd. to south Hilburn Rd.	\$187,000	LOST IV, TIF	Mid-term. TBD
Whitmire Drive	Construct sidewalk on Whitmire Dr. from E. Olive Road to the end of Atwood Dr.	\$195,719	LOST IV, TIF	Mid-term. TBD
Additional sidewalks to be identified in a Atwood pedestrian study	The County will perform a pedestrian study to identify additional sidewalks needs.	TBD	TBD	Long-range. TBD
Street Corridor Beautification				
Gateway signage and beautification	On N. Davis Highway at I-10.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On N. Davis Highway at E. Johnson Avenue.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On N. Davis Highway at E. University Parkway.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On E. Olive Road at Hilburn Rd.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On E. Olive Road at Caminiti Ln.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On E. Johnson Ave. at Caminiti Ln.	\$50,000	TIF, CDBG	Mid-term. TBD
Gateway signage and beautification	On E. Johnson Ave. at Lawton St.	\$25,000	TIF, CDBG	Mid-term. TBD
Street Lights				
New streetlights to be identified by Gulf Power	Encompasses the Atwood District.	\$200,000	CDBG, SN, TIF	Short-term. 2016-2018
Utility Expense	Monthly electric costs to power the new streetlights.	\$30,000	SN, TIF	Recurring annual expense
Traffic light on E. Olive Rd & Binkley St	The County will perform a study.	TBD	TBD	TBD
Project	Description	Estimated Costs	Funding Sources	Estimated Timeframe
Sewer				
Atwood East Sewer Expansion Area	Sewer project will serve 290 new customers.	\$3,050,000	ECUA,LOST, TIF	Long-range. TBD
Whitmire Expansion Area	Sewer project will serve 75 new customers.	\$1,600,000	ECUA,LOST, TIF	Long-range. TBD

TABLE 4.1: CAPITAL IMPROVEMENT PROGRAM

List of Acronyms:

- CDBG Community Development Block Grant
- LOST Local Option Sales Tax
- LOGT Local option Gas Tax
- EPA Environmental Protection Agency
- TIF Tax Increment Financing
- SHIP State Housing Initiatives Partnership
- TBD To Be Determined
- FDOT Florida Department of Transportation
- SN Safe Neighborhoods

CHAPTER 5: IMPLEMENTATION STRATEGIES

IMPLEMENTATION STRATEGIES

The success of the Atwood Redevelopment Plan will depend on the coordinated efforts of the community's various stakeholders and agencies including the Escambia County Community Redevelopment Agency, neighborhood associations, business and property owners, and residents. This chapter outlines the implementation functions and organizational framework that are critical components for successful realization of the planning and design objectives that have been developed for Atwood.

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 effective implementation of the Atwood 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 not to be focused on until organizational elements are put into effect.

1. Non-Financing Functions

Non-financing functions fall into six 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 Atwood, 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 employs 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. With the creation of a redevelopment district for Atwood, tax increment financing will soon be available for use.

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 a comprehensive redevelopment plan.

Development Incentives

To further stimulate private investment, Escambia County can provide development incentives through various means such as the following: commercial 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; and 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 and Safe Neighborhood Program 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.

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 District 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 will support the acquisition of vacant land for housing construction or commercial development; the land may or may not be acquired by the County.

Seasonal Lawn Maintenance

CRA will continue to support the 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 is diminishing 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 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 Redevelopment Agency 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 community redevelopment agency 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 community redevelopment agency 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 mechanisms typically used to encourage residential development and home ownership in the Redevelopment District. 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 of time 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 Atwood 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

Atwood Redevelopment District churches and other faith-based institutions have an important social role in the successful implementation of the redevelopment plan. Escambia County should 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. A number of 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 District'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 Community Redevelopment Agency 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 through the use of 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 Atwood Redevelopment District.

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. Of particular importance will be a housing rehabilitation loan pool with low interest rates geared to assist low and moderate-income homeowners in bringing their houses up to code. The CRA will work with the Neighborhood Enterprise Division to implement these programs.

APPENDIX A: PUBLIC WORKSHOPS

Atwood residents and business owners were invited to participate in a series of public workshop at Ferry Pass Elementary School located at 8310 North Davis Highway. Dates and themes of the workshops were:

- **January 26, 2016** **Kick-off meeting, identify issues**
- **February 16, 2016** **Prioritize Atwood’s needs**
- **March 29, 2016** **Review results, learn about the draft plan**
- **April 26, 2016** **Final meeting: Presentation of the draft final plan**



CITIZENS ATTENDING THE ENVISION ATWOOD WORKSHOPS. CRA STAFF

Citizens were encouraged to contribute their ideas to the redevelopment of the Atwood Redevelopment District. The results of their input are summarized below and were integrated into the concept plan development.

At the January 26th and February 16th workshops the following strengths, weaknesses, issues and opportunities regarding Atwood were identified by the participants:

Strengths
<ul style="list-style-type: none"> - Citizens like their neighbors, there is community pride - The community is conveniently located near major intersection and services - Proximity to University of West Florida, Navy Federal, and West Florida Hospital - Affordable - Family legacy, grew up here - Established Neighborhood watch - Feel safe here

Weaknesses
<ul style="list-style-type: none"> - Abandoned houses, trash, overgrowth - No communication or newsletter - No community center or parks - Needs sidewalks, sewer, street lighting - No place for community to meet - Housing/rentals in poor condition - Homeless congregating in area - Atwood does not have a post office - Many areas need sewer system

Issues
<ul style="list-style-type: none"> - Crime/robbery/drugs - Lack of information for citizens - Lacking community outreach/resources - Stray animals in the neighborhood - Lack of sidewalks & lighting - Need a light on E. Olive Rd & Binkley St - People loitering on vacant properties - No outdoor recreation facility or walking trail - Mosquito control - Drainage Issues on Forsyth St & Sabra Drive

Opportunities
<ul style="list-style-type: none"> - Room for development and infill - Add a Community center and park - Information sharing through community website and social media - Add a walking trail - Volunteering to help neighbors - Increase participation in the Neighborhood watch/association - Sidewalks throughout the District

The February 16th Envision Atwood workshop built upon the community attributes identified above. Residents were tasked with identifying the short and long-term improvements they wanted include in the Atwood Redevelopment Plan. The following improvements were identified:

- Need a light on E. Olive Rd & Binkley St
- Clean up overgrown and vacant lots
- More police presence
- Streetlights and sidewalks on all major thoroughfares and side streets
- Expand sewer system throughout Atwood District
- Street lights throughout the District
- Add sidewalks throughout the District
- Extend Sidewalks down E. Olive Road
- Design retention ponds to double as public spaces and walking trail
- Develop Community Center on Klinger St
- Develop park at Klinger St and Faith Lane
- Need a Sherriff's Office substation
- Bike lanes on E Olive Rd and E. Johnson Ave
- Traffic merging issues/congestion on Davis Highway
- Trim trees hanging over in the roads
- Drainage Issues on Forsyth St & Sabra Drive

At the March 29th and April 26th workshops, citizens had the opportunity to review and comment on the draft plan.

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 Atwood 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 Atwood. 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 Atwood 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 Redevelopment 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 the area of operation of the Atwood Redevelopment District.

Action: A public hearing on the Atwood 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.

(d) The Redevelopment Plan will afford maximum opportunity consistent with the sound needs of the county or municipality as a whole, 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 Atwood District 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 the purpose of 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 of the redevelopment area and the reasons for establishing the boundaries is contained in Escambia County Board of County Commissioner Resolution R2015-64 and the Finding 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.

(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.

(c) The approximate number of dwelling units.

Action: Based on the future land use concepts contained in the Plan, and the expressed desire to increase residential opportunities in Atwood, 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 district, as well as new investment in single family infill. Currently, there are approximately 777 houses in Atwood and the residential density 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 Atwood Redevelopment District 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 Atwood Redevelopment Plan will contribute significantly in improving the quality of life for Atwood 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 Atwood Redevelopment District. 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 Atwood 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 Atwood 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 a number of town-center-styled gateway areas that will accommodate a diverse range of community and cultural facilities serving the needs of the local population. Currently there are no open space/recreation facilities in the Atwood District however locations have been identified for a proposed community center and park. The Plan recognizes the importance of these facilities and supports development of these facilities.

Effect on School Population

The Redevelopment Plan does not anticipate significantly affecting Atwood's 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 Redevelopment 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 Atwood's physical and visual character.

Implementation of the Redevelopment Plan will also improve community access to the social service network currently available to local 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(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 district are carried out pursuant to the redevelopment plan:

The Atwood Redevelopment Plan is the guiding document for future development and redevelopment in and for the Atwood Redevelopment District. In order 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 provided that; if 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. Where the proposed modification will substantially change the plan as previously approved by the governing body, the County Commission will similarly approve the 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 with regard to 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 Atwood is essential to achieve a successful economic redevelopment program. Residents living within the redevelopment district 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 Atwood Redevelopment Plan shall remain in effect and serve as a guide for future redevelopment activities in the redevelopment area through 2046.

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 Atwood Redevelopment District may generate in the next forty 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 a number of 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 number of 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.

According to 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 R2015-64

Escambia County
Clerk's Original

2015-000522 BCC
May 21, 2015 Page 1

5/21/2015 5:31pm P.H.

RESOLUTION R2015-64

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 ATWOOD COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE ATWOOD 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 ATWOOD 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 Atwood 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 Atwood 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 Atwood 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.

Date: 5/27/2015 Verified By: *[Signature]*

2015-000522 BCC
May 21, 2015 Page 2

c) The Board of County Commissioners finds and determines that there 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 Atwood Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Atwood 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 21st day of May, 2015.

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

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 5/10/15

BY: [Signature]
Steven Barry, Chairman

Attest:

PAM CHILDERS
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk

Date Executed

5/26/2015



Exhibit A

Proposed Atwood Redevelopment Area

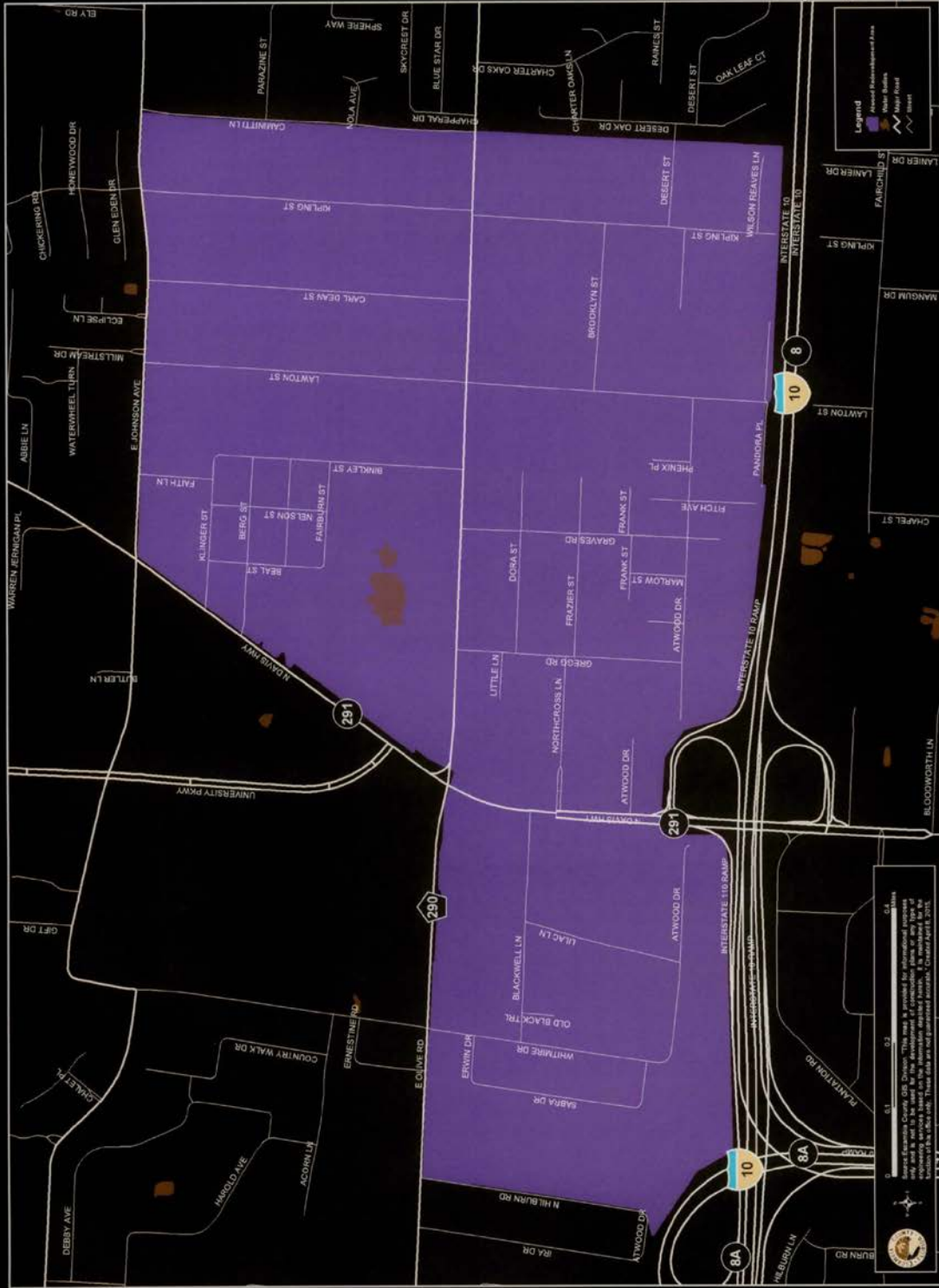


EXHIBIT "A"

Description
Atwood Community Redevelopment Area (CRA)
April 13, 2015

This description is intended solely for the purpose of identifying the Atwood Community 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 East right-of-way line of the North Hilburn Road (R/W varies) and the South right-of-way line of Olive Road (R/W varies); thence run Easterly along said South right-of-way line of Olive Road (R/W varies) to the intersection of the South right-of-way line of Olive Road (R/W varies) and the West right-of-way line of North Davis Highway (R/W varies); thence run Easterly to the intersection of the South right-of-way line of Olive Road (R/W varies) and the East right-of-way line North Davis Highway (R/W varies); thence run Northeasterly along said East right-of-way line of North Davis Highway (R/W varies) to the intersection of said East right-of-way line of North Davis Highway (R/W varies) and the South right-of-way line of East Johnson Avenue (R/W varies); thence Easterly along said South right-of-way line of East Johnson Avenue (R/W varies) to the intersection of the South right-of-way line of East Johnson Avenue (R/W varies) and the West right-of-way line of Caminitti Lane (R/W varies); thence South along said West right-of-way line of Caminitti Lane (R/W varies) to the North right-of-way line of East Olive Road (70' R/W); thence South to the Northwest corner of that parcel of land recorded in Official Record Book 272 at page 593 of the public records of Escambia County, Florida; thence South along the West line of said parcel to the Northwest corner of Charter Oaks Unit No. 5 as recorded in Plat Book 15 at pages 30 and 30A of the public records of Escambia County, Florida; thence continue South along the West line of said Oaks Unit No. 5 to the North right-of-way line of Interstate 10 (300' R/W); thence Westerly, Northerly and Westerly along said North right-of-way line of Interstate 10 and Interstate 10 Ramp to the East right-of-way line of North Davis Highway (R/W varies); thence continue West to the West right-of-way line North Davis Highway (R/W varies); thence South along said West right-of-way line of North Davis Highway (R/W varies) to the North right-of-way line of Interstate 10 (R/W varies); thence West and Northwesterly along said North right-of-way line of Interstate 10 (R/W varies) to the Northwest corner of that parcel of land recorded in Official Record Book 3598 at page 855 of the public records of Escambia County, Florida; thence East along the North line of said parcel to the intersection of said North line and the extension of the aforementioned East right-of-way line of North Hilburn Road (R/W varies); thence North along said East right-of-way line to the Point of Beginning.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8184

10.

BCC Regular Meeting

Meeting Date: 05/21/2015

Issue: Atwood Redevelopment Area

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

A handwritten signature in black ink, appearing to be "Keith Wilkins", is written over a horizontal line.

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting a Resolution creating the Atwood Redevelopment Area.

Recommendation: That the Board adopt a Resolution of Escambia County, Florida, 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 Atwood community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Atwood 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 Atwood as a redevelopment area; and providing for an effective date.

BACKGROUND:

The Community Redevelopment Agency (CRA), a division of Community and Environment Department, was directed to conduct the necessary research and analysis to support findings that would determine whether areas located within the Atwood community would meet the statutory criteria to be designated as a redevelopment area. The CRA has completed the "Findings of Necessity", and a copy is attached. A draft copy of the Resolution has been prepared for consideration and adoption. A copy of the map for the proposed area is attached.

On April 23, 2015, at 8:45 a.m., a CRA meeting was convened to recommend to the Board to schedule and advertise a Public Hearing on Thursday, May 21, 2015, at 5:31 p.m.

On May 21, 2015, at 8:45 a.m., a CRA Meeting was convened to recommend to the Board to conduct a Public Hearing to adopt a Resolution designating Atwood Community as a redevelopment area.

BUDGETARY IMPACT:

5:31 p. m. P. H.

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May 21, 2015 Page 6

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Resolution has been reviewed and signed off as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

There is no additional personnel needed to carry out this process.

POLICY/REQUIREMENT FOR BOARD ACTION:

Conduct a Public Hearing to adopt a Resolution for the proposed redevelopment area designation is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

The CRA staff will coordinate the process for the implementation of this program. CRA will ensure proper advertisement.

Attachments

Resolution-Atwood-May2015

5:31 p. m. P. H.

RESOLUTION R2015-___

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 ATWOOD COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE ATWOOD 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 ATWOOD 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 Atwood 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 Atwood 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 Atwood Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents of the County in order to eliminate, remedy and prevent conditions of slum and blight.

5:31 p. m. P. H.

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May 21, 2015 Page 8

c) The Board of County Commissioners finds and determines that there 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 Atwood Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Atwood 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 _____ day of _____, 2015.

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

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 5/11/15

BY: _____
Steven Barry, Chairman

Attest:

PAM CHILDERS
Clerk of the Circuit Court

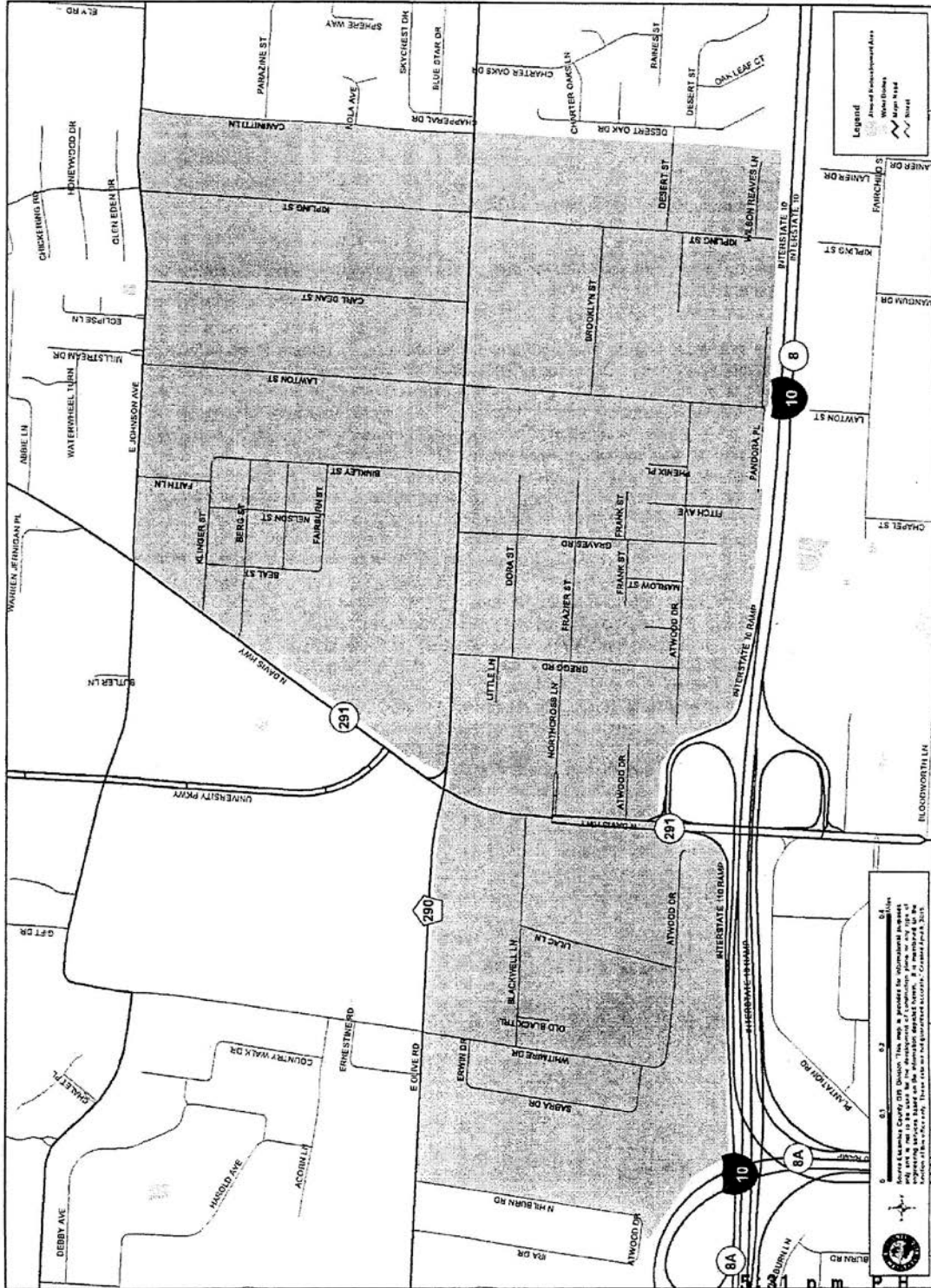
By: _____
Deputy Clerk

(SEAL)

5:31 p. m. P. H.

Exhibit A

Proposed Atwood Redevelopment Area



THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

EXHIBIT "A"

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Atwood Community Redevelopment Area (CRA)
April 13, 2015

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5:31 p. m. P. H.

**Findings of Necessity
Proposed Atwood 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 Atwood 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 blight as described in Florida Statute 163.340(8) (a) and (b).

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, there is a predominance of deteriorated or dilapidated housing in the proposed area. One of the more apparent elements of blight is the deterioration of buildings. A significant number of deteriorating or dilapidated buildings in an area are an indication of a lack of private investment in maintaining the

5:31 p. m. P. H.

integrity and value of existing development or in redevelopment. 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 99% 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. Many of the homes were constructed prior to 1976. The age and conditions of the structures in the proposed area, indicates the houses are in need of updates, including energy related improvements.



Economic disuse can be defined in many ways based on perspective. From the private sector, economic disuse is defined through the vacancy of land and buildings and through the highest and best land use determined by market conditions. Based on the windshield survey, approximately 25% of the commercial parcels that have redevelopment potential are vacant land and/or building. Which means the property values and the tax base can be benchmarks for determining economic disuse from the public perspective.

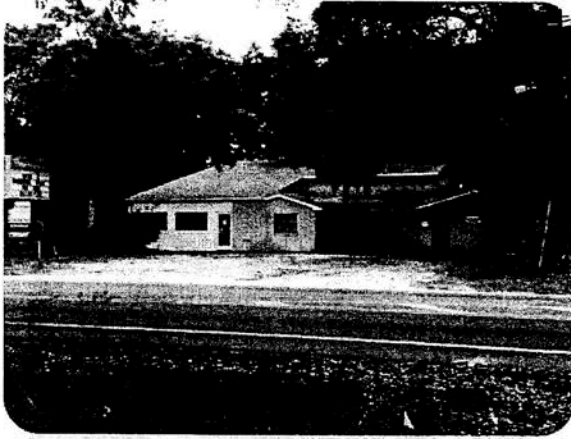
Summary

Based upon the findings presented, the proposed redevelopment area exhibits conditions of 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. There are nearly 25% of the commercial parcels that have redevelopment potential with vacant land or building. A combination of rehabilitation, conservation, and redevelopment of the proposed area will support the elimination, prevention, and remedy of the conditions of

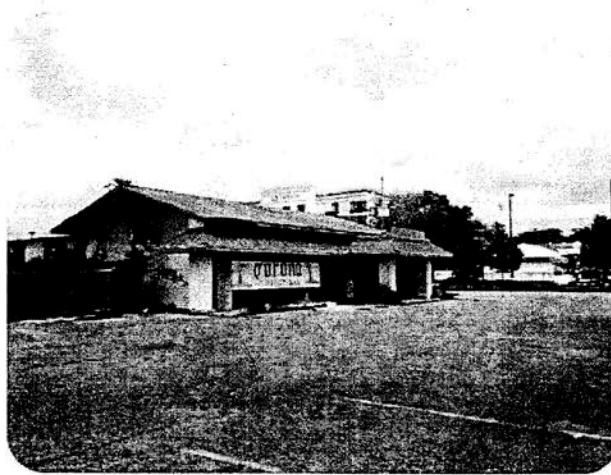
5:31 p. m. P. H.

2015-000522 BCC
May 21, 2015 Page 13

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.

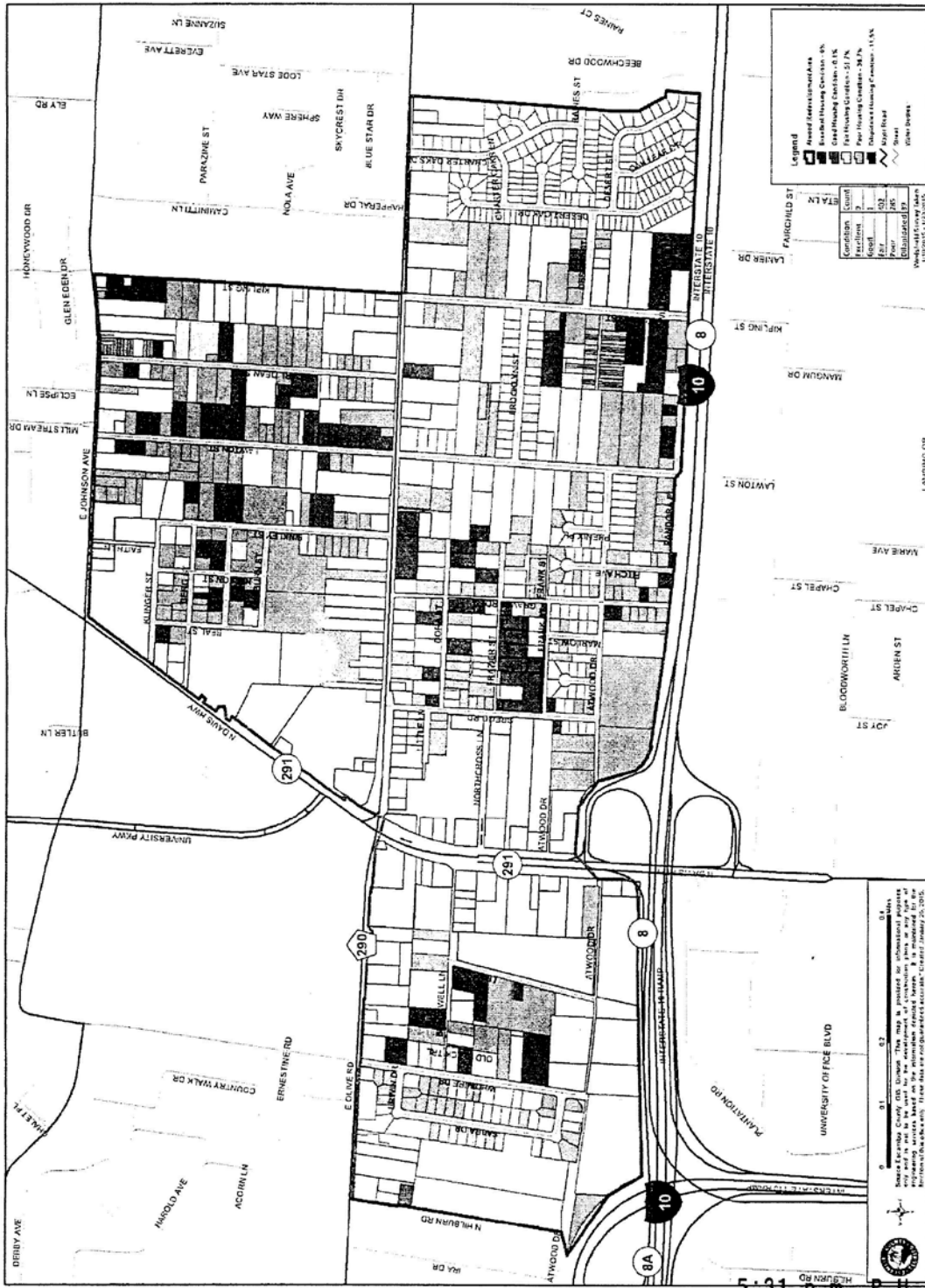


Vacant Commercial Buildings



5:31 p. m. P. H.

Atwood Redevelopment Area: Housing Conditions



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**MINUTES OF THE ESCAMBIA COUNTY PLANNING BOARD
July 10, 2018**

**CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(11:32 A.M. - 11:59 A.M.)
(12:01 P.M. - 12:05 P.M.)
(12:07 P.M. - 12:47 P.M.)**

Present: Reid Rushing
Wayne Briske, Chairman
Timothy Pyle
Alan Gray
Eric Fears

Absent: Jay Ingwell
Patty Hightower
William Clay
Stephen Opalenik

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
Juan Lemos, Senior Planner, Planning & Zoning
Kayla Meador, Administrative Assistant
Meredith Crawford, Assistant County Attorney

1. Call to Order.
2. Proof of Publication and Waive the Reading of the Legal Advertisement.

Motion by Alan Gray, Seconded by Eric Fears

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)
William Clay (ABSENT)

3. Approval of Minutes.

- A. **A. RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the June 6, 2018 Planning Board Meeting.
- B. Planning Board Monthly Action Follow-up Report for June 2018.
- C. Planning Board 6-Month Outlook for July 2018.

Motion by Alan Gray, Seconded by Eric Fears

Motion was made to approve the Rezoning Planning Board meeting minutes from June 6, 2018.

Vote: 4 - 0 Approved

Other: Jay Ingwell (ABSENT)
Wayne Briske (ABSENT)
William Clay (ABSENT)

- 4. Acceptance of Planning Board Meeting Packet.

Motion by Alan Gray, Seconded by Eric Fears

Motion was made to accept the Regular Planning Board meeting packet for July 10, 2018.

Vote: 4 - 0 Approved

Other: Jay Ingwell (ABSENT)
Wayne Briske (ABSENT)
William Clay (ABSENT)

- 5. Public Hearings.

- A. A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, Policy FLU 1.1.1 to Provide for an Amendment to the 2030 Future Land Use Map

That the Board review and recommend to the Board of County Commissioners (BCC) for transmittal to DEO, an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 FLU map, for the specific parcel, requesting to change the existing FLUM designation from Agricultural (AG) to Rural Community (RC).

Motion by Eric Fears, Seconded by Alan Gray

Motion was made to continue LSA-2018-01 to next month.

Vote: 4 - 0 Approved

Other: Jay Ingwell (ABSENT)
Wayne Briske (ABSENT)
William Clay (ABSENT)

B. A Public Hearing Concerning the Review of Atwood Redevelopment Area Plan as to boundaries only 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 Atwood Redevelopment Area Plan as to boundaries only and determine that the plan is in conformance with the local Comprehensive Plan.

Motion by Alan Gray, Seconded by Eric Fears

Motion was made to recommend approval.

Vote: 4 - 0 Approved

Other: Jay Ingwell (ABSENT)
Wayne Briske (ABSENT)
William Clay (ABSENT)

C. A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 4 Regarding Shipping Containers

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption an Ordinance amending the Land Development Code (LDC) Chapter 4 to allow alternative uses of standard industrial shipping containers.

Motion by Alan Gray, Seconded by Reid Rushing

Motion was made to accept changes and recommend approval to the BCC.

Vote: 3 - 1 Approved

Voted No: Eric Fears
Other: Jay Ingwell (ABSENT)
Wayne Briske (ABSENT)
William Clay (ABSENT)

6. Action/Discussion/Info Items.

A. Lot Width Solution Discussion.

Board Members discussed and directed Staff to bring back next month in ordinance form.

7. Public Forum.

Jacqueline Rogers, Theresa Blackwell, and Larry Downs, Jr. spoke.

8. Director's Review.

9. County Attorney's Report.

10. Scheduling of Future Meetings.

The next Regular Planning Board meeting is scheduled for **Tuesday, August 7, 2018 at 8:30 a.m.**, in the Escambia County Central Office Complex, Room 104, First Floor, 3363 West Park Place, Pensacola, Florida.

11. Announcements/Communications.

12. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Technical/Public Service 3.

Community Redevelopment Agency

Meeting Date: 09/20/2018

Issue: Conduct a Public Hearing to Amend an Ordinance Relating to the Atwood Redevelopment Trust Fund

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning to Conduct a Public Hearing to Amend an Ordinance Relating to the Atwood Redevelopment Trust Fund - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning to amend an Ordinance relating to the Atwood Redevelopment Trust Fund:

A. Conduct a Public Hearing at 5:32 p.m., for consideration to amend an Ordinance of Escambia County, Florida, amending Chapter 46, Article VI, Section 46-292(b) of the Escambia Code of Ordinances relating to the Atwood Redevelopment Trust Fund; providing for amended legislative findings to expand the boundaries of the area consistent with Resolution R2018-44; providing for severability; providing for inclusion in the code; and providing for an effective date; and

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

BACKGROUND:

On September 20, 2018, 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., for consideration to amend an Ordinance relating to the Atwood Redevelopment Trust Fund. A copy of the Ordinance and map of the expanded boundaries are attached.

BUDGETARY IMPACT:

Funding for the proper advertisement will be provided through the CRA Atwood TIF, Fund 151, Cost Center 370120.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristan Hual, Senior Assistant County Attorney, has reviewed the Ordinance as to form and legal sufficiency.

PERSONNEL:

No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

Conduct a Public Hearing to amend an Ordinance relating to the Atwood Redevelopment Trust Fund is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Ordinance, CRA staff, in coordination with other County Departments, Chris Jones Property Appraiser, and Atwood neighborhood group, will process the necessary documents for the Atwood Trust Fund which will include the expanded area.

Attachments

Atwood ORD_August2018

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 46, ARTICLE VI, SECTION 46-292(b) OF THE ESCAMBIA CODE OF ORDINANCES RELATING TO THE ATWOOD REDEVELOPMENT TRUST FUND; PROVIDING FOR AMENDED LEGISLATIVE FINDINGS TO EXPAND THE BOUNDARIES OF THE AREA CONSISTENT WITH RESOLUTION R2018-44; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 7, 1995, the Board of County Commissioners adopted a Resolution in which the Board 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 March 7, 1995, the Board of County Commissioners adopted Ordinance Number 96-06, which 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 law; and

WHEREAS, on May 21, 2015, the Board of County Commissioners adopted the Atwood Resolution of Findings (R2015-64) of slum and blight and a shortage of affordable housing for low and moderate income households in the Atwood community; and

WHEREAS, on October 20, 2016, the Board of County Commissioners adopted the Atwood Redevelopment Plan, which included a plan for community redevelopment projects to be conducted by the Agency and the boundaries of the area to be targeted for such projects; and

WHEREAS, on October 20, 2016, the Board of County Commissioners also adopted Ordinance Number 2016-38 establishing the Atwood Redevelopment Trust Fund, which included a legal description of the subject area; and

WHEREAS, on May 17, 2018, the Board of County Commissioners adopted Resolution R2018-44 amending the Atwood Redevelopment Area Plan as to boundaries only; and

WHEREAS, the Board of County Commissioners has determined it is in the best interest of the citizens of Escambia County, Florida that the boundaries of the Atwood Redevelopment Area as provided in the Atwood Redevelopment Trust Fund Ordinance (now codified as Sec. 46-292) should be amended consistent with Resolution R2018-44 to include the 2018 Atwood Redevelopment Expansion Area.

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

Section 1. Chapter 46, Article VI, Section 46--292(b) of the Code of Ordinances of Escambia County, Florida is hereby amended to read as follows:

(b) *Legislative Findings.*

(1) 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 was 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 F.S. ch. 163, pt. III, "The Community Redevelopment Act of 1969" (hereinafter called "the Act"), as amended. These resolutions designated the blighted areas as community redevelopment areas.

- (2) 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.
- (3) On October 20, 2016, the Board further adopted the Atwood Redevelopment Plan which, among other things, adopted a plan, subject to modification from time to time as appropriate, for community redevelopment projects conducted by the Community Redevelopment Agency. On May 17, 2018, the Board adopted Resolution R2018-44 amending the Atwood Redevelopment Area Plan as to boundaries only. The Board finds that the findings, declarations, and actions set forth in Resolution R2016-64 and Ordinance 2016-38 are supported by competent substantial evidence, and that said findings, declarations, and actions are valid as it relates to the purpose of this section. The boundaries of the area, as amended, are described as follows:

Begin at the intersection of the East right-of-way line of the North Hilburn Road (R/W varies) and the South right-of-way line of Olive Road (R/W varies); thence run Easterly along said South right-of-way line of Olive Road (R/W varies) to the intersection of the South right-of-way line of Olive Road (R/W varies) and the West right-of-way line of the West right-of-way line of North Davis Highway (R/W varies); thence run Easterly to the intersection of the South right-of-way line of Olive Road (R/W varies) and the East right-of-way line North Davis Highway (R/W varies); thence run Northeasterly along said East right-of-way line of North Davis Highway (R/W varies) to the intersection of said East right-of-way line of North Davis Highway (R/W varies) and the South right-of-way line of East Johnson Avenue (R/W varies); thence Easterly along said South right-of-way line of East Johnson Avenue (R/W varies) to the intersection of the South right-of-way line of East Johnson Avenue (R/W varies) and the West right-of-way line of Caminitti Lane (R/W varies); thence South along said West right-of-way line of Caminitti Lane (R/W varies) to the North right-of-way line of East Olive Road (70' R/W); thence South to the Northwest corner of that parcel of land recorded in Official Book 272 at page 593 of the public records of Escambia County, Florida; thence South along the West line of said parcel to the Northwest corner of Charter Oaks Unit No. 5 as recorded in Plat Book 15 at pages 30 and 30A of the public records of Escambia County, Florida; thence continue South along the West line of said Oaks Unit No. 5 to the North right-of-way line of Interstate 10 (300' R/W); thence Westerly, Northerly and Westerly along said North right-of-way line of Interstate 10 and Interstate 10 Ramp to the East right-of-way line of North Davis Highway (R/W varies); thence continue West to the West right-of-way line North Davis Highway (R/W varies); thence South along said

West right-of-line of North Davis Highway (R/W varies) to the North right-of-way line of Interstate 10 (R/W varies); thence West and Northwesterly along said North right-of-way line of Interstate 10 (R/W varies) to the Northwest corner of that parcel of land recorded in Official Record Book 3598 at page 855 of the public records of Escambia County, Florida; thence East along the North line of said parcel to the intersection of said North line and the extension of the aforementioned East right-of-way line of North Hilburn Road (R/W varies); thence North along said East right-of-way line to the Point of Beginning.

TOGETHER WITH

Begin at the Southwest corner of Lot 7 of a Subdivision of Section 20, Township 1 South, Range 30 West, Escambia County, Florida as recorded in Deed Book "P" at Page 375 of the Public Records of said County; thence North along the West line of said Lot 7 to the intersection of said West line of Lot 7 and the South right-of-way line of West Olive Road (66' R/W); thence Easterly along said South right-of-way line to the intersection of the South right-of-way of West Olive Road (66' R/W) and the East right-of-way line of Hilburn Road (R/W Varies); thence Southerly along said Easterly right-of-way line of Hilburn Road (R/W Varies) to the intersection of said Easterly right-of-way line and the South line of Section 20, Township 1 South, Range 30 West, Escambia County, Florida; thence proceed Southerly along an extension of said East right-of-way line of Hilburn Road to the intersection of the Southerly right-of-way line of a 33 foot wide parcel of property conveyed for right-of-way and drainage as described in Deed Book 558, Page 198 of said Public Records; thence proceed Westerly along said South right-of-way line to a point on the Northerly right-of-way line of Interstate 10 and Interstate 110 Interchange right-of-way and the most Westerly point as described in O.R. book 3598, Page 855 of said Public Records, said point being on the arc of a curve concave to the Southwest, having a radius of 1,103.24 feet; thence proceed Westerly along the arc of said curve to the intersection of the South right-of-way line as described in Deed Book 558, Page 198 and the North line of that described in O.R. Book 6385, Page 1600; thence proceed Westerly along said South right-of-way line to a point lying 33 feet South, more or less, of the Southwest corner of the aforementioned Lot 7 of a Subdivision of Section 20, Township 1 South, Range 30 West, Escambia County, Florida; thence proceed Northerly 33 feet, more or less, to the Southwest corner of said Lot 7 and the Point of Beginning.

Lying in and being a portion of Sections 19, 20, Township 1 South, Range 30 west, Escambia County, Florida. Containing 25.9 acres more or less.

(4) In addition, the Board makes the following findings:

a. The Board finds that the findings, determinations, declarations, and actions set forth in Resolution R2015-64 and Ordinance 2016-38 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.

b. The Atwood Redevelopment Plan, incorporated herein by reference, supports the findings of the Board that the Atwood Redevelopment District is a blighted area within this meaning of this Ordinance.

c. Each governmental taxing authority, which levies ad valorem taxes on taxable real property contained within the boundaries of the Atwood 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.

Section 3. Severability.

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

Section 4. Inclusion in 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 5. Effective Date.

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

DONE AND ENACTED this _____ day of _____, 2018.

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

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: Jeff Bergosh
Date: 8/3/18

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance 1.

Community Redevelopment Agency

Meeting Date: 09/20/2018

Issue: Gulf Power Street Lighting Project Contracts

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Gulf Power Street Lighting Project Contracts - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Gulf Power Street Lighting Project Contracts:

- A. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule for the Westernmark Subdivision within the Palafox Redevelopment Area for \$74,259.36;
- B. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule along Gulf Beach Highway within the Warrington Redevelopment Area for \$94,422.48; and
- C. Authorize the Chairman or Vice-Chairman to sign the Contracts.

[Funding: Palafox CRA, Fund 151/Cost Center 370115 and Warrington CRA, Fund 151/Cost Center 370114]

BACKGROUND:

These streetlight projects are to provide pedestrian and vehicle safety enhancements in various neighborhoods. The Palafox Redevelopment Area Contract will provide for the installation of 32 LED lighting fixtures within the Westernmark subdivision. The Warrington Redevelopment Area Contract will provide for the installation of 58 LED lighting fixtures along Gulf Beach Highway from Navy Blvd to Fairfield. Both contracts include one year's worth of energy and maintenance.

BUDGETARY IMPACT:

Funds are available in Palafox CRA, Fund 101/Cost Center 370115 and Warrington CRA, Fund 151/Cost Center 370114.

LEGAL CONSIDERATIONS/SIGN-OFF:

Both Contracts have been reviewed and approved by Kristin Hual, Senior Assistant County Attorney. Legal advises the Board to note that early termination of the aforementioned five-year contracts will require payment of all unpaid charges for the remainder of the contract term.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle the processing of these Contracts.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

After Board approval, NHS/CRA staff will coordinate with Gulf Power and provide updates to the applicable neighborhood organizations.

Attachments

[PalafoxCRA_Streetlight Contract_Sept2018](#)

[Contract_Warrington GulfBeachHwy_Sept2018](#)

GULF POWER COMPANY
 CONTRACT FOR STREET AND
 GENERAL AREA LIGHTING SERVICE
 RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 18-3899

Customer Name ESCAMBIA CO BOARD OF COMMISSIONERS Date 8/15/18

DBA N/A Telephone No. 850-595-1829 Tax I. D. (if applicable) N/A

Street Address (Subdivision, etc.) of Light(s) PALAFX CRA- WESTERNMARK

Billing Address 221 PALAFX PLACE SUITE 140 PENSACOLA, FL 32502

Driving Directions SOUTH ON MOBILE HWY, LEFT ON MASSACHUSETTS AVE TO ERRESS BLVD

Location of Light(s) DIEGO CIR, ERRESS BLVD, WESTERNMARK SUBDIVISION

Meter No. _____ Account No. NEW JETS WO No. 73A48X

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

ATTEST: PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 BY: _____
 DEPUTY CLERK

Approved as to form and legal sufficiency.
 By/Title: [Signature]
 Date: 8/28/18

GULF POWER COMPANY
 Application Taken By JEFF CAGLE [Signature] 8/16/18
 Approved by WENDELL E SMITH
 Signature [Signature]
 Date 8-24-18

CUSTOMER Board of County Commissioners
Escambia County, Florida
 Customer _____
 Title Jeff Bergosh, Chairman
 Signature _____
 Date _____

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

Attest: [Signature]
Tracy G. Clark, Assistant Secretary

Form 5 (Continued)

Contract No. 18-3899

FACILITIES FURNISHED:

Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00
_____	_____	_____	_____	\$0.00

Type Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00

Total Base Monthly Charge**** \$0.00

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery surcharge, applicable taxes or fees.

GULF POWER COMPANY
 OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND
 GENERAL AREA LIGHTING SERVICE
 RATE SCHEDULE OS (PART I/II)

Form 20

Contract No. 18-3899

TOTAL INSTALLED COST OF FIXTURE(S)		<u>\$22,609.40</u>		
MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT				
Rate Schedule OS (Part I/II) – Street and Outdoor Lights				
<u>Type Light</u>	<u>Lamp Wattage</u>	<u># of Lights</u> (a)	<u>Price Per Light*</u> (b)	<u>Total Flat Amount/Mo.</u> (c) = (a) x (b)

ROADWAY 2 LED	95	12	\$4.69	\$56.28
ROADWAY 3 LED	149	20	\$6.24	\$124.80
				\$0.00
				\$0.00
				\$0.00
Total Base Monthly Charge ****				<u>\$181.08</u>

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY
 Application Taken By JEFF CAGLE *[Signature]*
 Approved By WENDELL E SMITH *[Signature]*
 Authorized Company Representative

CUSTOMER Board of County Commissioners
 Escambia County, Florida
 Customer _____
 Title Jeff Bergosh, Chairman
 Date _____

ATTEST: PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 BY: _____
 DEPUTY CLERK

*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

Attest: Tracy G. Clark
 Tracy G. Clark, Assistant Secretary

Approved as to form and legal sufficiency.
 By/Title: [Signature]
 Date: 8/28/12

GULF POWER COMPANY
 OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO
 CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,
 OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED
 STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING
 AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
 Rate Schedule OS (Part I/II)

Form 21

Contract No. 18-3899

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES \$ \$48,760.60

DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

Type Pole	# of Poles	Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material
30' CC	11	#6 UG DPX	1,994'	BORE	1609'
		#4DPX	268'	2' CONT DUCT	1609'
				INST CABLE	1609'

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application Taken By JEFF CAGLE

Approved By WENDELL E SMITH
 Authorized Company Representative

ISSUED BY: Susan Story

EFFECTIVE:

January 31, 2006

Attest:

Tracy G. Clark
 Tracy G. Clark, Assistant Secretary

CUSTOMER Board of County Commissioners
 Escambia County, Florida

Customer _____

Title Jeff Bergosh, Chairman

Date _____

ATTEST: PAM CHILDERS
 CLERK OF THE CIRCUIT COURT

BY: _____
 DEPUTY CLERK

Approved as to form and legal
 sufficiency.

By/Title: [Signature]
 Date: 8/28/18



Estimate for DSO# 73A48X
Date: August 16, 2018

One Energy Place
Pensacola, FL 32520-0231
850/444-6713, FAX 850/444-6237
Attn: Jeff Cagle

TO: Escambia County Community Redevelopment
221 Palafox Place, Suite 140
Pensacola, FL 32502

Quantity	Description	Amount
1	Paid upfront cost of 12 Roadway 2 & 20 Roadway 3 LED fixtures, 11 Concrete Poles and facilities within Palafox CRA – Westernmark	\$71,370
18	First Year's Energy and Maintenance within Palafox CRA – Westernmark (12 Roadway 2 & 20 Roadway 3 LED fixtures PUF monthly \$240.78*12)	\$2,889.36
	(see attached sample monthly bill for breakdown)	
	Total	\$74,259.36

*Cost subject to change pending current and any future regulatory rate reviews

NOTE: When choosing the Paid Upfront Option (PUF) the Company will retain ownership of the equipment and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Equipment, Maintenance, and Energy Charges. The useful life of the fixture(s) and wire is 15 years, and the pole(s) is 30 years from the installation date. If the equipment fails prior to this date, the equipment will be changed out at no cost to the Customer; and the billing of the equipment will remain as is. However, if the equipment fails on or after this date, then the Customer will have the option of one of three billing methods for the equipment that is replaced: (1) paying up front for the total installed cost of the replacement of the equipment and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the equipment, (2) paying the monthly total Charge of the equipment as provided in the tariff, or (3) discontinuing the unmetered electric service.

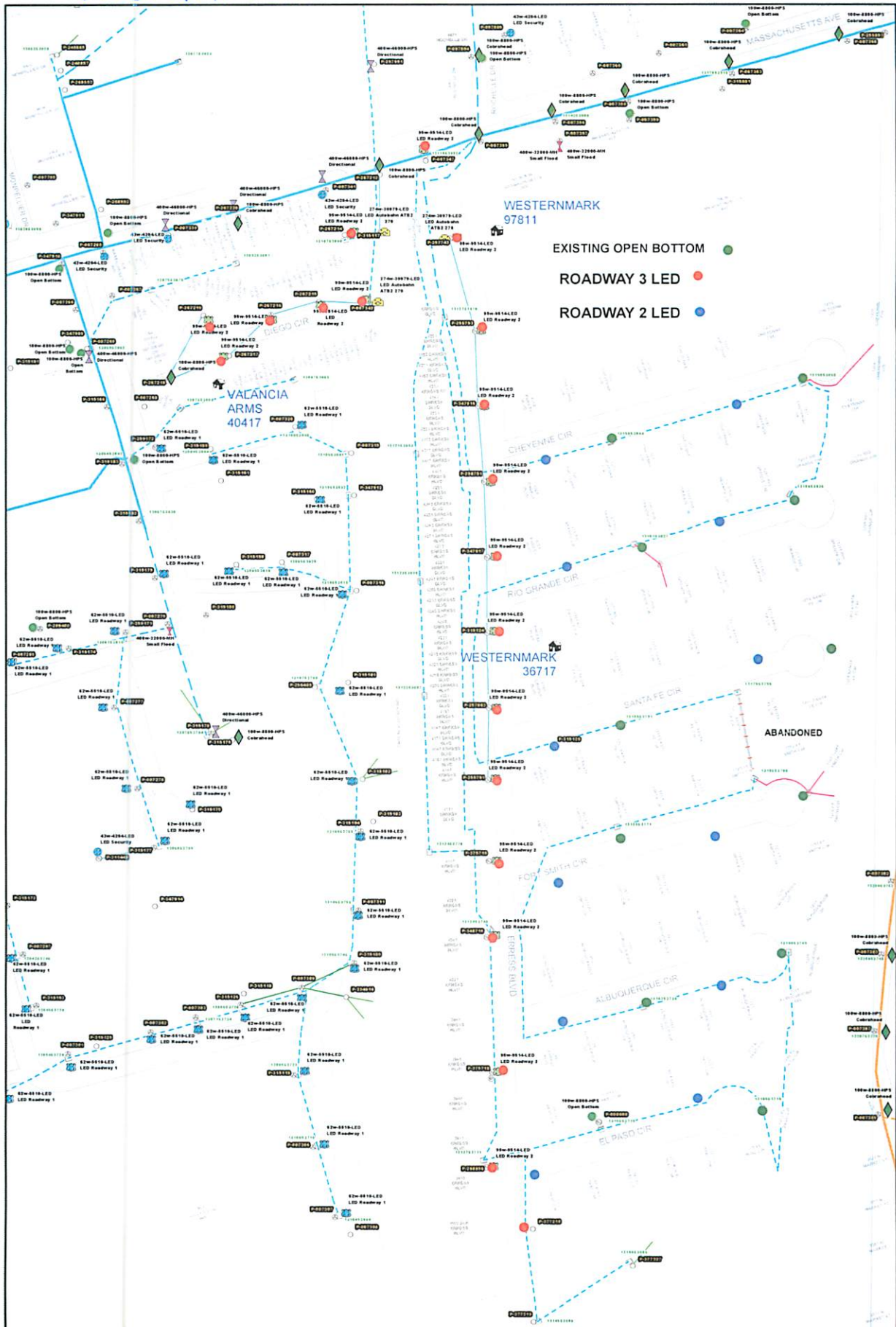
**If you have any questions concerning this estimate, please call:
Jeff Cagle @ 850-444-6713**

THANK YOU FOR YOUR BUSINESS!



Current Lighting Service - OS-I/II - Street and General Area Lighting	
Billing Period	
Sample Monthly Bill for Palafox CRA - Westernmark	
Lighting Charge	\$145.00
Energy Charge	36.08
ECCR+ECR+PPCC	11.46
Facilities Charge	0.00
Fuel Charge	1,416 kWh x 0.02915 41.28
Subtotal of Lighting Service	
	\$233.82
Florida Gross Receipts Tax	2.28
Franchise Fee for Escambia Cnty	4.68
Total Current Lighting Service	
	\$240.78*
Lighting Components Included In This Bill	
12-Roadway 2 PUF	
20-Roadway 3 PUF	
11-30' Concrete Poles PUF	
*Cost subject to change pending current and any future regulatory rate reviews	
This sample bill is the monthly cost; we then multiplied it by 12 to get the annual cost for this project on the first page. The base rate as stated on the contract is obtained by adding the Lighting Charge and Energy Charge above.	

Westernmark



SUBJECT: ESCAMBIA CO BRD OF COMMISSIONERS
LOCATION: 0 PALAFOX CRA-WESTERNMARK
DRN. BY: JEFF CAGLE
REV. BY:

MAP #:
SCALE: 1 inch = 167 feet
OCB #:
JETS REF. # 888018
W/O #:



GULF POWER COMPANY
CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 18-3893

Customer Name ESCAMBIA COUNTY BOARD OF COMMISSIONERS Date 8/13/18

DBA N/A Telephone No. 850-595-1829 Tax I. D. (if applicable) N/A

Street Address (Subdivision, etc.) of Light(s) 0 GULF BEACH HWY- NAVY BLVD TO FAIRFIELD DR CRA

Billing Address 221 PALAFOX PLACE SUITE 305 PENSACOLA, FL 32502

Driving Directions S ON MOBILE HWY, L ON FAIRFIELD DR TO GULF BEACH HWY

Location of Light(s) GULF BEACH HWY BETWEEN NAVY BLVD & FAIRFIELD DR

Meter No. _____ Account No. NEW JETS WO No. 73A48D

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY  8/13/18


CUSTOMER Board of County Commissioners
Escambia County, Florida

Application Taken By JEFF CAGLE

Customer _____

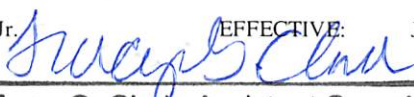
Approved by WENDELL E SMITH
Authorized Company Representative

Title Jeff Bergosh, Chairman

Signature 
Date 8.24.18

Signature _____
Date _____

ISSUED BY: S. W. Connally, Jr. EFFECTIVE: January 1, 2014

Attest: 
Tracy G. Clark, Assistant Secretary

Approved as to form and legal sufficiency.

By/Title: 
Date: 8/28/18

Form 5 (Continued)

Contract No. 18-3893

FACILITIES FURNISHED:

Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Type Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Base Monthly Charge****			\$0.00

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery surcharge, applicable taxes or fees.

GULF POWER COMPANY
 OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND
 GENERAL AREA LIGHTING SERVICE
 RATE SCHEDULE OS (PART I/II)

Form 20

Contract No. 18-3893

TOTAL INSTALLED COST OF FIXTURE(S)				<u>\$70,409.49</u>
MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT				
Rate Schedule OS (Part I/II) – Street and Outdoor Lights				
<u>Type Light</u>	<u>Lamp Wattage</u>	<u># of Lights</u> (a)	<u>Price Per Light*</u> (b)	<u>Total Flat Amount/Mo.</u> (c) = (a) x (b)
ROADWAY 3 LED	149	58	\$8.23	\$477.34
ROADWAY 4 LED	285	23	\$12.85	\$295.55
				\$0.00
				\$0.00
				\$0.00
Total Base Monthly Charge ****				<u>\$772.89</u>

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY	<i>Jeff Bergosh 9/13/12</i>	CUSTOMER	Board of County Commissioners Escambia County, Florida
Application Taken By	JEFF CAGLE	Customer	_____
Approved By	WENDELL E SMITH <i>WES</i>	Title	Jeff Bergosh, Chairman
	Authorized Company Representative	Date	_____

*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

Approved as to form and legal sufficiency.

Attest: Tracy G. Clark, Assistant Secretary

By/Title: *[Signature]*
 Date: 8/28/12

GULF POWER COMPANY
 OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO
 CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,
 OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED
 STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING
 AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
 Rate Schedule OS (Part I/II)

Form 21

Contract No. 18-3893

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES \$ \$14,535.51

DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

Type Pole	# of Poles	Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material
		#4DUPLEX	3,012'	EYEBOLT	40

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY *J. Smith 8/13/18*

CUSTOMER Board of County Commissioners
 Escambia County, Florida

Application Taken By JEFF CAGLE
 Approved By WENDELL E SMITH
 Authorized Company Representative

Customer _____
 Title Jeff Bergosh, Chairman
 Date _____

ISSUED BY: Susan Story EFFECTIVE: January 31, 2006

Attest: *Tracy G. Clark*
 Tracy G. Clark, Assistant Secretary

Approved as to form and legal sufficiency.
 By/Title: *[Signature]*
 Date: 8/28/18



Estimate for DSO# 73A48D
Date: August 15, 2018

One Energy Place
Pensacola, FL 32520-0231
850/444-6713, FAX 850/444-6237
Attn: Jeff Cagle

TO: Escambia County Community Redevelopment
221 Palafox Place, Suite 305
Pensacola, FL 32502

Quantity	Description	Amount
1	Paid upfront cost of 58 Roadway 3 & 23 Roadway 4 LED fixtures and facilities (3,012' of wire and 40-eyebolts) within Old Gulf Beach Hwy CRA (Navy Blvd to Fairfield Dr)	\$84,945
18	First Year's Energy and Maintenance within Old Gulf Beach Hwy CRA (Navy Blvd to Fairfield Dr) (58 Roadway 3 & 23 Roadway 4 PUF monthly \$789.79*12)	\$9,477.48
	(see attached sample monthly bill for breakdown)	
	Total	\$94,422.48

*Cost subject to change pending current and any future regulatory rate reviews

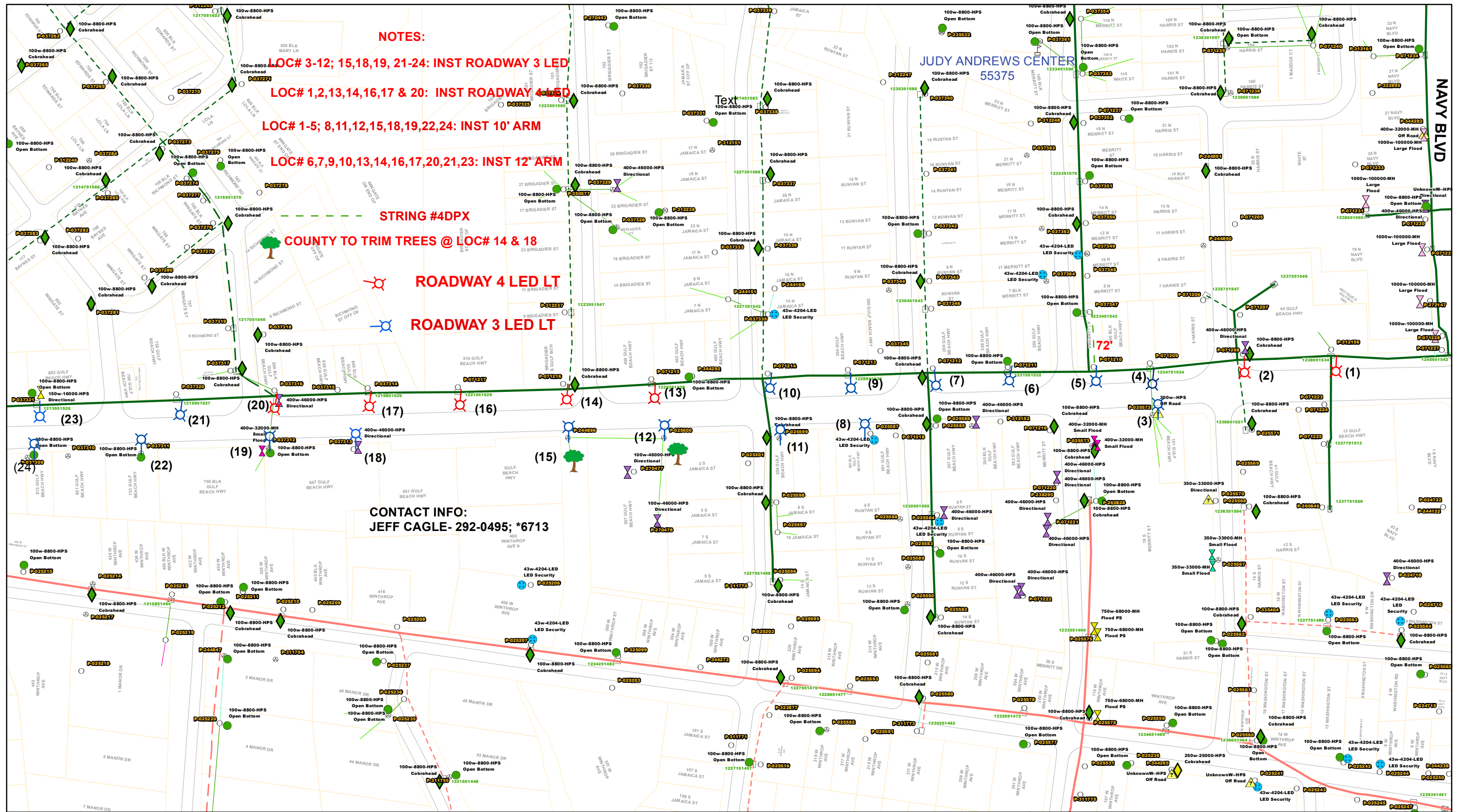
NOTE: When choosing the Paid Upfront Option (PUF) the Company will retain ownership of the equipment and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Equipment, Maintenance, and Energy Charges. The useful life of the fixture(s) and wire is 15 years, and the pole(s) is 30 years from the installation date. If the equipment fails prior to this date, the equipment will be changed out at no cost to the Customer; and the billing of the equipment will remain as is. However, if the equipment fails on or after this date, then the Customer will have the option of one of three billing methods for the equipment that is replaced: (1) paying up front for the total installed cost of the replacement of the equipment and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the equipment, (2) paying the monthly total Charge of the equipment as provided in the tariff, or (3) discontinuing the unmetered electric service.

**If you have any questions concerning this estimate, please call:
Jeff Cagle @ 850-444-6713**

THANK YOU FOR YOUR BUSINESS!



Current Lighting Service - OS-I/II - Street and General Area Lighting	
Billing Period	
Sample Monthly Bill for Old Gulf Beach Hwy CRA	
Lighting Charge	\$436.94
Energy Charge	133.13
ECCR+ECR+PPCC	42.17
Facilities Charge	0.00
Fuel Charge	5,212 kWh x 0.02915 151.93
Subtotal of Lighting Service	
	\$764.17
Florida Gross Receipts Tax	8.40
Franchise Fee for Escambia Cnty	17.22
Total Current Lighting Service	
	\$789.79*
Lighting Components Included In This Bill	
58-Roadway 3 PUF	
23-Roadway 4 PUF	
*Cost subject to change pending current and any future regulatory rate reviews	
This sample bill is the monthly cost; we then multiplied it by 12 to get the annual cost for this project on the first page. The base rate as stated on the contract is obtained by adding the Lighting Charge and Energy Charge above.	



NOTES:

LOC# 3-12; 15,18,19, 21-24: INST ROADWAY 3 LED

LOC# 1,2,13,14,16,17 & 20: INST ROADWAY 4 LED

LOC# 1-5; 8,11,12,15,18,19,22,24: INST 10' ARM

LOC# 6,7,9,10,13,14,16,17,20,21,23: INST 12' ARM

STRING #4DPX

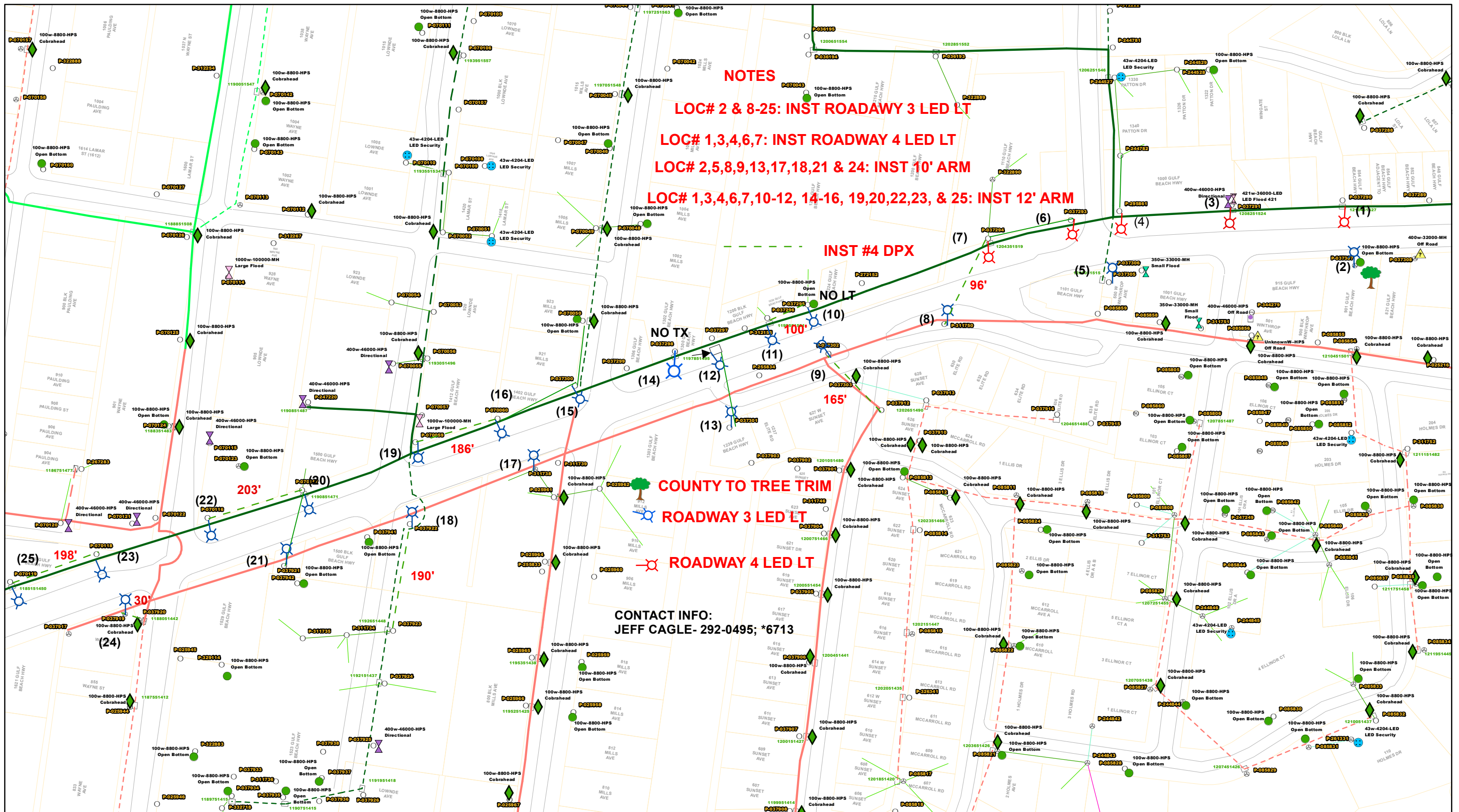
COUNTY TO TRIM TREES @ LOC# 14 & 18

ROADWAY 4 LED LT

ROADWAY 3 LED LT

**CONTACT INFO:
JEFF CAGLE- 292-0495; *6713**

SUBJECT: ESCAMBIA CO BOARD OF COMMISSIONERS		DRN. BY: JEFF CAGLE		DATE: 8/3/18	
LOCATION: GULF BCH HWY- NAVY BLVD TO FAIRFIELD		REV. BY:		DATE:	
MAP #:	SCALE: 1 inch = 170 feet	SHEET 1 OF 4	JETSREF. # 955318	W/O #: 73A48D	
OCB #:6062 BCH HAVEN					



SUBJECT: ESCAMBIA CO BOARD OF COMMISSIONERS

LOCATION: GULF BCH HWY- NAVY TO FAIRFIELD

MAP #:

SCALE: 1 inch = 170 feet

SHEET 2 OF 4

OCB #:

DRN. BY: JEFF CAGLE

REV. BY:

JETSREF. # 955318

DATE: 8/3/18

DATE:

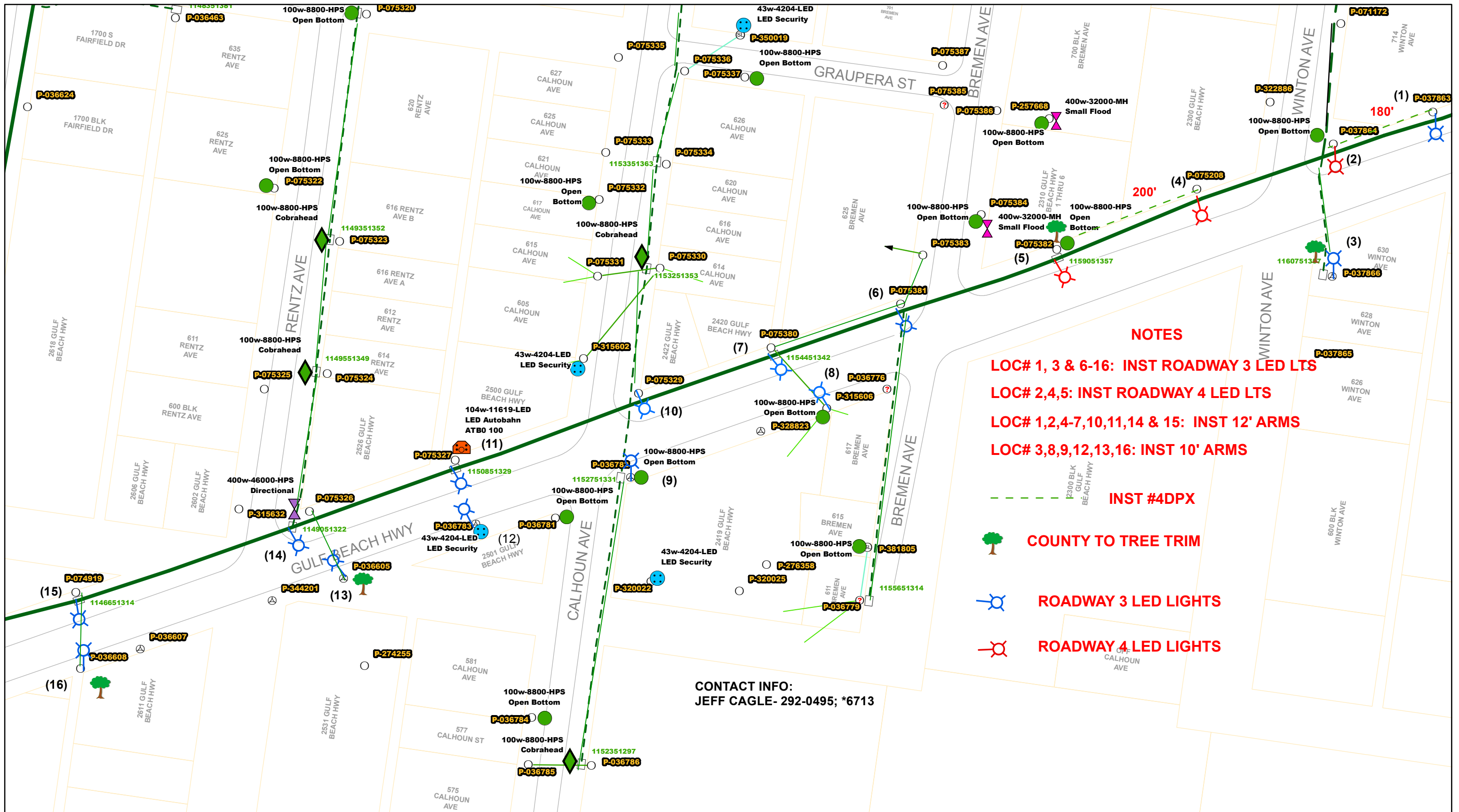
W/O #: 73A48D





**SAFETY
EXCELLENCE**

Know it.
Own it.
Reach it.



SUBJECT: ESCAMBIA CO BOARD OF COMMISSIONERS
LOCATION: GULF BCH HWY- NAVY TO FAIRFIELD
MAP #:
SCALE: 1 inch = 104 feet
OCB #: 6062 BEACH HAVEN

DRN. BY: JEFF CAGLE
REV. BY:
JETSREF. # 955318
DATE: 8/7/18
DATE:
W/O #: 73A48D

N

SAFETY EXCELLENCE

Know it.
Own it.
Reach it.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Gulf Power Street Light Contracts

Date: 8/28/18

Date due for placement on agenda: 9/10/2018

Requested by Nick Jordan, Dev. Program Manager

Phone Number: 595-1829



(LEGAL DEPARTMENT USE ONLY)

Legal Review by _____

Date Received: _____

_____ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

Please note acceleration clause as part of BEC Recommendation. SJ/!



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance 2.

Community Redevelopment Agency

Meeting Date: 09/20/2018

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 six Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Patrick D. Pinney, owner of residential property located at 126 Rue Max Avenue, Barrancas Redevelopment District, each in the amount of \$4,665, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace windows;
2. The Agreements between Escambia County CRA and Richard A. Browning, owner of residential property located at 110 Brandywine Road, Barrancas Redevelopment District, each in the amount of \$5,522, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;
3. The Agreements between Escambia County CRA and Brian M. Curley Trustee for Brian M. Curley Trust, owner of residential property located at 13 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of \$2,025, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;
4. The Agreements between Escambia County CRA and Brian M. Curley Trustee for Brian M. Curley Trust, owner of residential property located at 208 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of \$6,000, representing

an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof and total electrical rewiring;

5. The Agreements between Escambia County CRA and Ema Elizabeth Sanderson, owner of residential property located at 216 West Sunset Avenue, Warrington Redevelopment District, each in the amount of \$4,250, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

6. The Agreements between Escambia County CRA and Maureen McBride, owner of residential property located at 321 Chattman Street, Warrington Redevelopment District, each in the amount of \$4,143, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows; 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 September 20, 2018 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. Patrick D. Pinney, Barrancas TIF, Cost Center 370116, in the amount of \$4,665
2. Richard A. Browning, Barrancas TIF, Cost Center 370116, in the amount of \$5,522
3. Brian M. Curley Trustee for Brian M. Curley Trust, Barrancas TIF, Cost Center 370116, in the amount of \$2,025
4. Brian M. Curley Trustee for Brian M. Curley Trust, Barrancas TIF, Cost Center 370116, in the amount of \$6,000
5. Ema Elizabeth Sanderson, Warrington TIF, Cost Center 370114, in the amount of \$4,250
6. Maureen McBride, Warrington TIF, Cost Center 370114, in the amount \$4,143

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_Pinney_Sept2018](#)

[Agreement_Browning_Sept2018](#)

[Agreement_Curley_Sept2018](#)

[Agreement_Curley_Sept2018](#)

[Agreement_Sanderson_Sept2018](#)

[Agreement_McBride_Sept2018](#)

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

THIS FUNDING AGREEMENT is made and entered into this 20th day of **September 2018**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Patrick D. Pinney**, (the "Recipient(s)"), owner of residential property located at 126 Rue Max 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 total amount of **\$4,665**, 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 **\$4,665**, which shall be comprised of a cash contribution of **\$4,665**.
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 20th day of **September 2018**, and the Project shall be complete on or before the 20th day of **December 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 and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):

Patrick D. Pinney
126 Rue Max 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, Florida**

By: _____
Jeff Bergosh, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

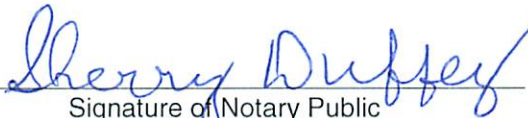
(SEAL)

For Recipients:


Patrick D. Pinney, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of August, 2018 by Patrick D. Pinney, Property Owner. He () is personally known to me or () has produced FL DL Exp. as identification.
9-29-19

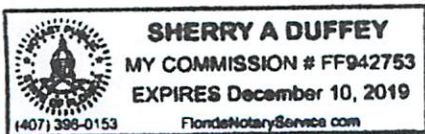


Signature of Notary Public

(Notary Seal)

Sherry Duffey

Printed Name of Notary Public



Approved as to form and legal sufficiency.

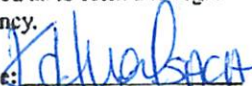
By/Title: 
Date: 8/12/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Patrick D. Pinney**

Property Address: **126 Rue Max Avenue, 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)
Patrick D. Pinney

Address of Property
126 Rue Max Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-5012-021-029

Total Amount of Lien

\$4,665

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]
Patrick D. Pinney, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of August, 2018 by Patrick D. Pinney, Property Owner. He () is personally known to me or () has produced FLDL EXP. as identification.
9-27-17

[Signature]
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public



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

By: _____
Jeff Bergosh, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

This instrument prepared by:
Sherry Duffey, 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: 8/14/18

Before (taken 8/15/2018)



Replacement Windows

126 Rue Max Avenue-Patrick D. Pinney

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

THIS FUNDING AGREEMENT is made and entered into this 20th day of **September 2018**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Richard A. Browning**, (the "Recipient(s)"), owner of residential property located at 110 Brandywine 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 **\$5,522**, 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 **\$5,522**, which shall be comprised of a cash contribution of **\$5,522**.
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 **20th** day of **September 2018**, and the Project shall be complete on or before the **20th** day of **December 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 and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):

Richard A. Browning
110 Brandywine 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, Florida**

By: _____
Jeff Bergosh, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

Richard A. Browning, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of August, 2018 by Richard A. Browning, Property Owner. He () is personally known to me or () has produced FL DL Exp. 3-26-25 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: 8/17/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Richard A. Browning**

Property Address: **110 Brandywine 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(s)
Richard A. Browning

Address of Property
110 Brandywine Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-5010-022-020

Total Amount of Lien

\$5,522

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):

Richard A. Browning, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of August, 2018 by Richard A. Browning, Property Owner. He () is personally known to me or () has produced FLDL EXP as identification.

2-26-25

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public



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

By: Jeff Bergosh, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

This instrument prepared by:
Sherry Duffey, 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: Sherry Duffey

Date: 8/14/18

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

THIS FUNDING AGREEMENT is made and entered into this 20th day of September 2018, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Brian M. Curley Trustee for Brian M. Curley Trust, (the "Recipient(s)"), owner of residential property located at 13 Ruberia 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 total amount of **\$2,025**, 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 **\$2,025**, which shall be comprised of a cash contribution of **\$2,025**.
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 **20th** day of **September 2018**, and the Project shall be complete on or before the **20th** day of **December 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 and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):

Brian M. Curley, Trustee for
Brian M. Curley Trust
13 Ruberia 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, Florida

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:
Brian M. Curley

Brian M. Curley, Trustee for Brian M. Curley Trust, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of August, 2018 by Brian M. Curley, Property Owner. He () is personally known to me or () has produced _____ 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: *J. H. H. H.*
Date: 8/15/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Brian M. Curley, Trustee for Brian M. Curley Trust**
Property Address: **13 Ruberia 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 Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Brian M. Curley, Trustee
For Brian M. Curley Trust

Address of Property
13 Ruberia Avenue
Pensacola, FL 32507

Property Reference No.
59-2S-30-1000-111-013

Total Amount of Lien

\$2,025

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):

Brian M. Curley
Brian M. Curley, Trustee for Brian M. Curley Trust, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of August, 2018 by Brian M. Curley, Property Owner. He () is personally known to me or () has produced _____ 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, Florida**

By: _____
Jeff Bergosh, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Sherry Duffey, 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: Sherry Duffey
Date: 8/15/18

Before (taken 7/10/2018)



Replacement Roof

13 Ruberia Ave.- Brian M. Curley, Trustee for
Brian M. Curley Trust

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

THIS FUNDING AGREEMENT is made and entered into this 20th day of **September 2018**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Brian M. Curley Trustee for Brian M. Curley Trust**, (the "Recipient(s)"), owner of residential property located at **208 Ruberia 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 total 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 **20th** day of **September 2018**, and the Project shall be complete on or before the **20th** day of **December 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 and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):

Brian M. Curley, Trustee for
Brian M. Curley Trust
208 Ruberia 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, Florida

By: _____
Jeff Bergosh, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

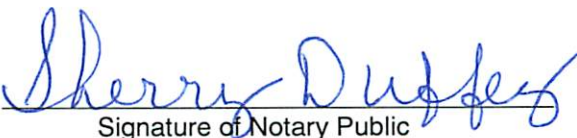
For Recipients:



Brian M. Curley, Trustee for Brian M. Curley Trust, Property Owner

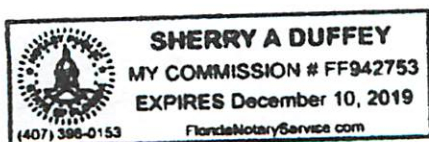
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of August, 2018 by Brian M. Curley, Property Owner. He () is personally known to me or () has produced _____ 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: 8/10/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Brian M. Curley, Trustee for Brian M. Curley Trust**
Property Address: **208 Ruberia Avenue, Pensacola, Florida, 32507**

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

Replacement Roof and Total Electrical Rewiring

**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)

Brian M. Curley, Trustee
For Brian M. Curley Trust

Address of Property

208 Ruberia Avenue
Pensacola, FL 32507

Property Reference No.

59-2S-30-1000-019-008

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(s):

Brian M. Curley

Brian M. Curley, Trustee for Brian M. Curley Trust, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of August, 2018 by Brian M. Curley, Property Owner. He () is personally known to me or () has produced _____ 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, Florida**

By: _____
Jeff Bergosh, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Sherry Duffey, 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: *Kathleen SACA*
Date: 8/15/18

Before (taken 7/19/2018)



Replacement Roof and Total Electrical Rewiring
208 Ruberia Ave.- Brian M. Curley, Trustee for
Brian M. Curley

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

THIS FUNDING AGREEMENT is made and entered into this 20th day of September 2018, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Erna Elizabeth Sanderson, (the "Recipient"), owner of residential property located at 216 West Sunset 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 total amount of **\$4,250**, 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 **\$4,250**, which shall be comprised of a cash contribution of **\$4,250**.
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 **20th** day of **September 2018**, and the Project shall be complete on or before the **20th** day of **December 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:

Emma Elizabeth Sanderson
216 West Sunset 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: _____
Jeff Bergosh, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

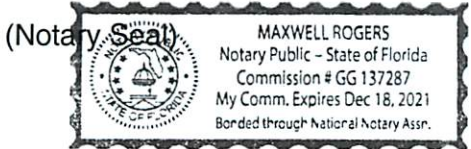
For Recipient:

Emma Elizabeth Sanderson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of August, 2018 by Ema Elizabeth Sanderson, 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: 8/20/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Ema Elizabeth Sanderson**

Property Address: **216 West Sunset 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 Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name <u>Ema Elizabeth Sanderson</u>	Address of Property <u>216 West Sunset Avenue Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-6060-269-013</u>
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Total Amount of Lien **\$4,250**

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: Em Elizabeth Sanderson
Em Elizabeth Sanderson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of August, 2018 by Em Elizabeth Sanderson, 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

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: 8/20/18

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

216 West Sunset Avenue – Ema Elizabeth Sanderson

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

THIS FUNDING AGREEMENT is made and entered into this 20th day of September 2018, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Maureen McBride, (the "Recipient"), owner of residential property located at 321 Chattman 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 **\$4,143**, 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 **\$4,143**, which shall be comprised of a cash contribution of **\$4,143**.
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 **20th** day of **September 2018**, and the Project shall be complete on or before the **20th** day of **December 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:

Maureen McBride
321 Chattman 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: _____
Jeff Bergosh, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Maureen McBride

Maureen McBride, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of August, 2018 by Maureen McBride, 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: Maureen McBride
Date: 8/20/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Maureen McBride**
Property Address: **321 Chattman 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
Maureen McBride

Address of Property
321 Chattman Street
Pensacola, FL 32507

Property Reference No.
50-2S-30-7060-040-009

Total Amount of Lien

\$4,143

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:

Maureen McBride
Maureen McBride, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of August, 2018 by Maureen McBride, 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: 8/20/18

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

321 Chattman Street – Maureen McBride



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance 3.

Community Redevelopment Agency

Meeting Date: 09/20/2018

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 nine 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 and Donna J. Baudendistel	1315 Wisteria Avenue	\$5,800
Richard Devereux	502 Greve Road	\$3,788
William E. III and Julie Grimsley	1214 Wilson Avenue	\$4,163
Isobel Jacobs	214 Payne Road	\$2,400
Ronnie Katona	103 Kalash Road	\$1,425
Michelle A. Ray	208 Henry Street	\$2,285
James E. and Socorro L. Scarborough	104 Milton Road	\$3,180
Wendy E. Suermann	215 Northwest Gilliland Road	\$6,000
Jane E. Thiesse	419 Southeast Baublits Drive	\$2,185

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, Senior 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_September2018](#)

[LienCX_Devereux_September2018](#)

[LienCX_Grimsley_September2018](#)

[LienCX_Jacobs_September2018](#)

[LienCX_Katona_September2018](#)

[LienCX_Ray_September2018](#)

[LienCX_Scarborough_September2018](#)

[LienCX_Suermann_September2018](#)

[LienCX_Thiesse_September2018](#)

**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 **\$5,800** executed by **Joseph and Donna J. Baudendistel**, and recorded in Official Record Book **7771** at pages **1955-1956**, 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: _____
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. W. S. A. A.
Date: 8/10/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Clerk's Original

3/16/2017 CR2 II-378

CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017068846 9/6/2017 11:07 AM
OFF REC BK: 7771 PG: 1955 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(s)
**Joseph and Donna J.
Baudendistel**

Address of Property
**1315 Wisteria Avenue
Pensacola, FL 32507**

Property Reference No.
50-2S-30-5000-008-002

Total Amount of Lien

\$5,800

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.

Verified By: *J. Carver*
Date: *3/16/2017*

For Recipient(s):

[Signature]
Joseph Baudendistel, Property Owner

[Signature]
Donna J. Baudendistel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

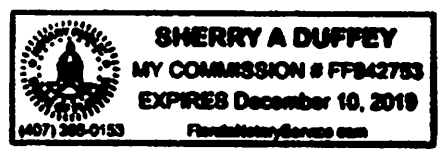
The foregoing instrument was acknowledged before me this 12/05 day of February, 2017 by Joseph Baudendistel, Property Owner. He () is personally known to me or () has produced _____ as identification.

The foregoing instrument was acknowledged before me this 14th day of February, 2017 by Donna J. Baudendistel, Property Owner. She () is personally known to me or () has produced _____ as identification.

[Signature]
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

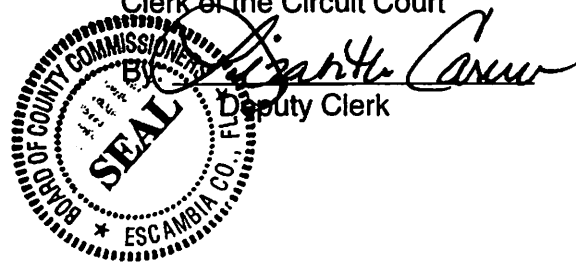


For: **Board of County Commissioners of Escambia County**

By: [Signature]
D. B. Underhill, Chairman

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

Date Executed: 3/16/2017



BCC Approved: 03-16-2017

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 1/29/17

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



Barrancas District

1315 Wisteria Avenue

**Install new windows and
storm shutters**

Project Total \$11,600

Grant Total \$5,800



**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 **\$3,788** executed by **Richard Devereux**, and recorded in Official Record Book **7777** at pages **795-796**, 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: _____
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: 8/10/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

5/26/2017 CRA II-4(8)

**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
Richard Devereux

Address of Property
502 Greve Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-612-028

Total Amount of Lien

\$3,788

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.

Verified By: *[Signature]*

Date: 6/5/2017

For Recipient:

Richard Devereux
Richard Devereux, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

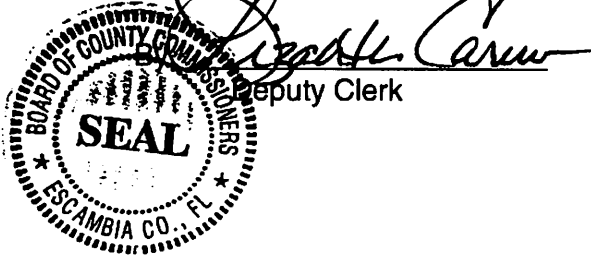
The foregoing instrument was acknowledged before me this 25th day of April, 2017 by Richard Devereux, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.



Maxwell Rogers
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

For: Board of County Commissioners of Escambia County
By: *D. B. Underhill*
D. B. Underhill, Chairman

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



Pam Childers
Deputy Clerk

Date Executed: 5/25/2017

BCC Approved: 05-25-2017

Approved as to form and legal sufficiency.

By/Title: *K. J. [Signature]*
Date: 4/18/17

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



Warrington District
502 Greve Road
Install new windows
Project Total \$7,577
Grant Total \$3,788



**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 **\$4,163** executed by **William E., III and Julie Grimsley**, and recorded in Official Record Book **7771** at pages **1560-1561**, 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: _____
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: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

9/18/2017
CAR 4-1A(7)

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

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
William E., III and
Julie Grimsley

Address of Property
1214 Wilson Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-5000-019-012

Total Amount of Lien

\$4,163

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.

Verified By: *D. Larson*
Date: *9/20/2017*

For Recipient(s):

W. E. Grimsley
William E. Grimsley, III Property Owner

Julie Grimsley
Julie Grimsley, Property Owner

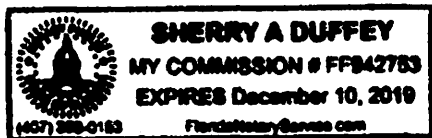
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of June, 2017 by William E. Grimsley, III, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 20th day of June, 2017 by Julie Grimsley, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

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

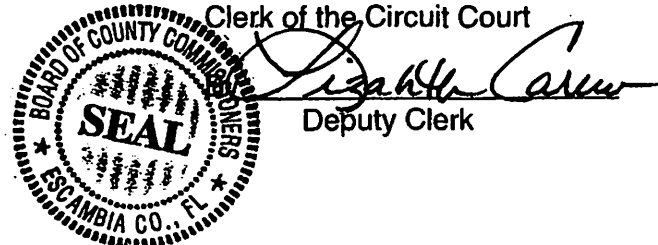
(Notary Seal)



For: Board of County Commissioners of Escambia County

By: [Signature]
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court



Date Executed: 7/18/2017

BCC Approved: 07-18-2017

This instrument prepared by:
Sherry Duffey, 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: 6/20/17



Before

Barrancas District
1214 Wilson Avenue
**Install central heating
and air conditioning
system**

Project Total \$8,327

Grant Total \$4,163



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 **\$2,400** executed by **Isobel Jacobs**, and recorded in Official Record Book **7777** at pages **797-798**, 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: _____
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: 8/10/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

7/18/2017 CAR II-1A(4)

**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
Isobel Jacobs**

**Address of Property
214 Payne Road
Pensacola, FL 32507**

**Property Reference No.
50-2S-30-6090-387-018**

Total Amount of Lien

\$2,400

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.

Verified By: *J. Carver*
Date: 7/20/2017

For Recipient: Isobel Jacobs
Isobel Jacobs, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of June, 2017 by Isobel Jacobs, 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]
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
[Signature]
Deputy Clerk



Date Executed: 7/18/2017
BCC Approved: 07-18-2017

Approved as to form and legal sufficiency.
By/Title: [Signature]
Date: 07/13/17

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



Warrington District
214 Payne Road
Replace roof
Project Total \$4,800
Grant Total \$2,400



**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 **\$1,425** executed by **Ronnie Katona**, and recorded in Official Record Book **7777** at pages **793-794**, 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: _____
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: 8/10/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

5/25/2017 CAR II-4(1)

**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
Ronnie Katona

Address of Property
103 Kalash Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-534-025

Total Amount of Lien

\$1,425

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.

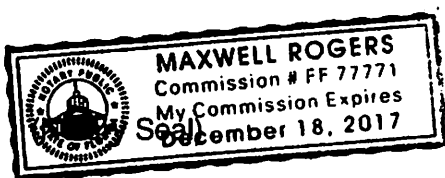
Verified By: *[Signature]*
Date: *6/5/2017*

For Recipient:

Ronnie Katona
Ronnie Katona, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of March, 2017 by Ronnie Katona, Property Owner. He () 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]
D. B. Underhill, Chairman

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



[Signature]
Deputy Clerk

Date Executed: 5/25/2017

BCC Approved: 05-25-2017

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 3/31/17

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



Warrington District
103 Kalash Road
**Sanitary sewer
connection**

Project Total \$2,850

Grant Total \$1,425



**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 **\$2,285** executed by **Michelle A. Ray**, and recorded in Official Record Book **7771** at pages **1558-1559**, 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: _____
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: _____

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

7/18/2017 CAB II-1A(L)

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

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Michelle A. Ray

Address of Property
208 Henry Street
Pensacola, FL 32507

Property Reference No.
50-2S-30-5012-023-033

Total Amount of Lien

\$2,285

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.

Verified By: *J. Cannon*
Date: *7/20/2017*

For Recipient(s):
Michelle A. Ray
Michelle A. Ray, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of June, 2017 by Michelle A. Ray, Property Owner. She () is personally known to me or () has produced FLDL Exp as identification.
2-18-20

(Notary Seal)

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



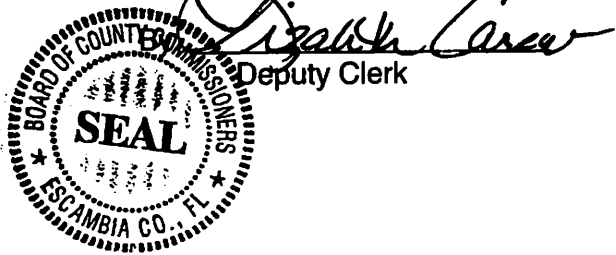
For: **Board of County Commissioners of Escambia County**

By: D. B. Underhill
D. B. Underhill, Chairman

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

Date Executed: 7/18/2017

BCC Approved: 07-18-2017



Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 07/18/17

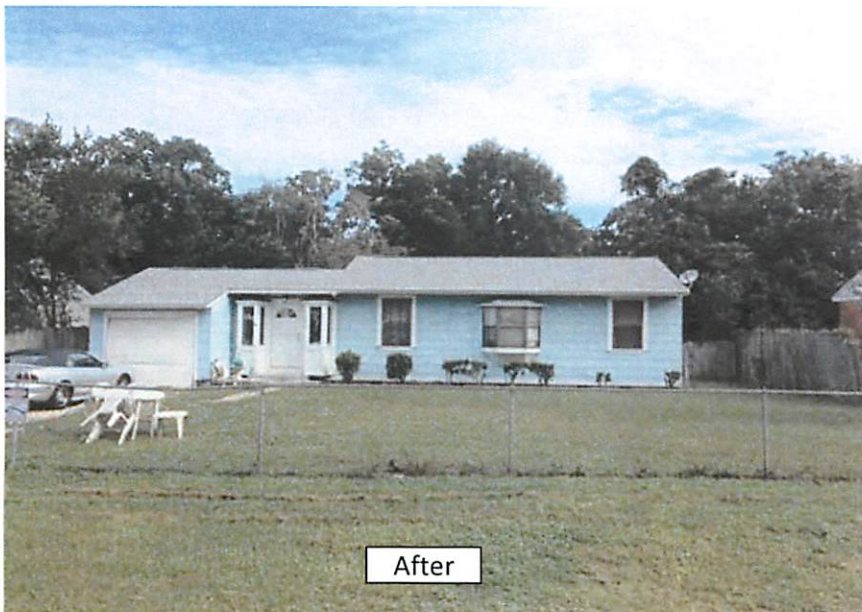
This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Barrancas District
208 Henry Street
Replace roof

Project Total \$4,571

Grant Total \$2,285



**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 **\$3,180** executed by **James E. and Socorro L. Scarborough**, and recorded in Official Record Book **7771** at pages **1554-1555**, 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: _____
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: Kellie Smith
Date: 3/10/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

6/27/2017 CAR 126(3)

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

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)

**James E. and
Socorro L. Scarborough**

Address of Property

**104 Milton Road
Pensacola, FL 32507**

Property Reference No.

50-2S-30-5012-023-027

Total Amount of Lien

\$3,180

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: 6/26/2017 Verified By: J. Carver

For Recipient(s):

[Signature]
James E. Scarborough, Property Owner
[Signature]
Socorro L. Scarborough, Property Owner

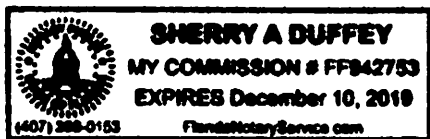
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of May, 2017 by James E. Scarborough, Property Owner. He () is personally known to me or () has produced MIL ID as identification. EXP. DATE IN DE

The foregoing instrument was acknowledged before me this 18th day of May, 2017 by Socorro L. Scarborough, Property Owner. She () is personally known to me or () has produced FL DL EXP. as identification. 8-27-21

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

(Notary Seal)



For: **Board of County Commissioners of Escambia County**
By: [Signature]
B. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
[Signature]
Deputy Clerk



Date Executed: 6/22/2017
BCC Approved: 6-22-2017

This instrument prepared by:
Sherry Duffey, 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: 5/16/17



Before

Barrancas District

104 Milton Road

Replace roof

Project Total \$6,360

Grant Total \$3,180



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 **Wendy E. Suermann**, and recorded in Official Record Book **7771** at pages **1556-1557**, 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: _____
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. Hulsart
Date: 8/10/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

1/22/2017 CRA II-6(4)

**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
Wendy E. Suermann

Address of Property
215 Northwest Gilliland Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-066-004

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.

Date: 6/26/2017 Verified By: S. Cannon

For Recipient:

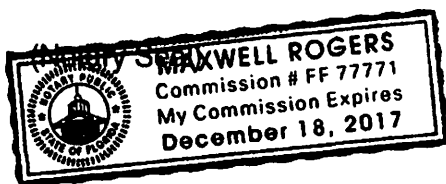
[Signature]
Wendy E. Suermann, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of May, 2017 by Wendy E. Suermann, 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]
D. B. Underhill, Chairman

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



[Signature]
Deputy Clerk

Date Executed: 6/22/2017

BCC Approved: 6-22-2017

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 5/16/17

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



Warrington District
215 Northwest Gilliland
Road

Install new windows

Project Total \$19,766

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 **\$2,185** executed by **Jane E. Thiesse**, and recorded in Official Record Book **7779** at pages **235-236**, 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: _____
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: 8/10/18

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

7/18/2017 CAL II-1AU

**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	Address of Property	Property Reference No.
<u>Jane E. Thiesse</u>	<u>419 Southeast Baublits Drive</u> <u>Pensacola, FL 32507</u>	<u>50-2S-30-6090-441-021</u>

Total Amount of Lien \$2,185

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.

Verified By: *[Signature]*
Date: 7/20/2017

For Recipient:

Jane E. Thiesse
Jane E. Thiesse, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of June, 2017 by Jane E. Thiesse, 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



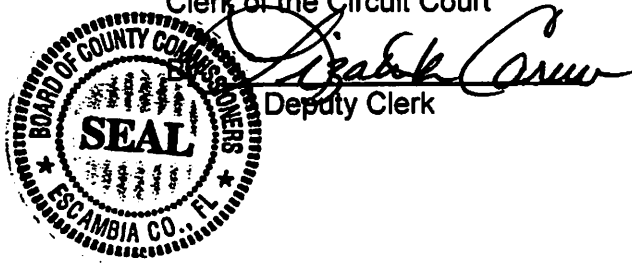
For: Board of County Commissioners of Escambia County

By: [Signature]
D. B. Underhill, Chairman

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

Date Executed: 7/18/2017

BCC Approved: 07-18-2017



Approved as to form and legal sufficiency

By/Title: [Signature]
Date: 5/31/17

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



Before

Warrington District
419 Southeast Baublits
Drive

Replace roof

Project Total \$4,370

Grant Total \$2,185



After



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance 4.

Community Redevelopment Agency

Meeting Date: 09/20/2018

Issue: Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens - 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 one 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
Carco Properties, Inc.	314 South Navy Boulevard	\$1,335

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, Senior 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_CarcoProperties,Inc._September2018
