AGENDA

Escambia County Community Redevelopment Agency August 1, 2019-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, June 6, 2019 - Tonya Green, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the June 6, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

III. Budget/Finance

1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Green, 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 17 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and James M. and Constance R. Barnes, owners of residential property located at 6534 White Oak Drive, Oakfield Redevelopment District, each in the amount of \$5,095 representing an in-kind match

through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, total electrical rewiring upgrade and storm shutter installation;

- 2. The Agreements between Escambia County CRA and Fred and Phyllis Diane Campbell, owners of residential property located at 202 Saint Cedd Avenue, Oakfield Redevelopment District, each in the amount of \$4,060 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;
- 3. The Agreements between Escambia County CRA and Sandra Campbell owner of residential property located at 691 Beck Avenue, Ensley Redevelopment District, each in the amount of \$3,000 representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement roof;
- 4. The Agreements between Escambia County CRA and Vincent Distefano, Jr., owner of residential property located at 221 Carolyn Way, Palafox Redevelopment District, each in the amount of \$3,350 representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, replacement roof;
- 5. The Agreements between Escambia County CRA and Virgie M. Dortch, owner of residential property located at 4120 Erress Boulevard, Palafox Redevelopment District, each in the amount of \$3,960 representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, replacement roof;
- 6. The Agreements between Escambia County CRA and Gayle and Bernard J. Duffy, owners of residential property located at 6043 Songbird Drive, Oakfield Redevelopment District, each in the amount of \$5,491 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement windows:
- 7. The Agreements between Escambia County CRA and Thomas M. and Cynthia K. Kidder, owners of residential property located at 6242 Appomattox Drive, Oakfield Redevelopment District, each in the amount of \$4,350 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, total electrical rewiring upgrade;
- 8. The Agreements between Escambia County CRA and Barbara L. Larkin, owner of residential property located at 2324 Grundy Street, Warrington Redevelopment District, each in the amount of \$3,157 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;
- 9. The Agreements between Escambia County CRA and Amy L. Riesau, owner of residential property located at 119 Brandon Avenue, Warrington Redevelopment District, each in the amount of \$5,876 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows and total electrical rewiring upgrade;
- 10. The Agreements between Escambia County CRA and Markus Saage and Juelee E. Riesau, owners of residential property located at 129 Brandon Avenue, Warrington Redevelopment District, each in the amount of \$4,495 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center

- 11. The Agreements between Escambia County CRA and Diana A. Rittenhouse, owner of residential property located at 6234 Appomattox Drive, Oakfield Redevelopment District, each in the amount of \$4,800 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;
- 12. The Agreements between Escambia County CRA and David E. Rivers, owner of residential property located at 1317 Dexter 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, replacement windows;
- 13. The Agreements between Escambia County CRA and Linda J. Stark, owner of residential property located at 7091 Kelvin Terrace, Oakfield Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, roof replacement and total electrical rewiring upgrade;
- 14. The Agreements between Escambia County CRA and Karen Summerville owner of residential property located at 600 Pelham Road, Warrington Redevelopment District, each in the amount of \$3,028 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;
- 15. The Agreements between Escambia County CRA and Cynthia R. Thornton, owner of residential property located at 9345 Chisholm Road N3, Ensley Redevelopment District, each in the amount of \$1,183 representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement windows;
- 16. The Agreements between Escambia County CRA and James L. and Colleen C. Vinson, owners of residential property located at 7627 Las Vegas Lane, Ensley Redevelopment District, each in the amount of \$2,750 representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement roof:
- 17. The Agreements between Escambia County CRA and Robert F. and Carolyn A. Wilson, owners of residential property located at 428 South First Street, Warrington Redevelopment District, each in the amount of \$430 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement window; and
- B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

2. Recommendation Concerning the Cancellation of Residential Rehab Grant Program
<u>Liens - Tonya Green, Neighborhood & Human Services Department Director</u>

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

A. Approve the following cancellations of ten 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
Elizabeth B. Barton	407 Labree Road	\$2,195
Pearlie Mae Evans, Lorenzo Evans, Betty Grimes, Shirley E. Watson, Bobbie Strong, Joyce A. Evans, Gregory Evans and John E. Evans	2606 North Z Street	\$5,528
Clint A. and Emily P. Harris	55 Druid Drive	\$1,625
James C. Holley, Jr. and Catherine B. Holley	210 Berry Road	\$6,000
Sheri Kennedy	203 Bryant Road	\$6,000
Dixie N. Shedd	1317 Poppy Avenue	\$2,250
Dovie S. Soloe	725 Lakewood Road	\$3,425
Samantha G. Taylor	535 South First Street	\$5,720
Willard C. Jr. and Mary Jane Turner	104 Payne Road	\$6,000
Kenneth R. and Bonnie B. Wooten	2255 Berg Street	\$5,214

- B. Authorize the Chairman to execute the Cancellation of Lien documents.
- 3. Recommendation Concerning the Issuance of a Fiscal Year 2019 Purchase Orders in Excess of \$50,000 to Chavers Construction, Inc. Tonya Green, Neighborhood & Human Services Department Director

That the Board approve the issuance of two Purchase Orders to Chavers Construction, Inc. in excess of \$50,000 for sidewalk projects located the the Palafox Redevelopment Area, for the following:

A. Approve the Chantilly Way Sidewalk Project in the amount of \$175,368.62, to include but not limited to approximately 2300 linear feet of sidewalk, driveway entrances replacement, utility relocation, excavation, and sod replacement within the rights-of-way;

B. Approve the Erress Boulevard, Diego Circle, and Rochelle Drive Sidewalk Projects in the amount of \$255,705.75, to include but not limited to approximately 4000 linear

feet of sidewalk, driveway entrances replacement, utility relocation, excavation, and sod replacement within the rights-of-way; and

C. Authorize the County Administrator to sign the Purchase Orders and any other related documents necessary to implement the aforemention Sidewalk Projects.

[Funding Source: Fund 151, CRA Palafox Redevelopment, Cost Center 370115]

IV. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service 1.

Community Redevelopment Agency

Meeting Date: 08/01/2019

Issue: Community Redevelopment Agency Meeting Minutes, June 6, 2019

From: TONYA GREEN, Neighborhood & Human Services Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, June 6, 2019 - Tonya Green, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the June 6, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On August 1, 2019 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.



MINUTES COMMUNITY REDEVELOPMENT AGENCY June 6, 2019

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

Jeff Bergosh, Commissioner, District 1 Doug Underhill, Commissioner, District 2 Robert Bender, Commissioner, District 4 Steven Barry, Commissioner, District 5

Staff Present: Alison Rogers, County Attorney

Matt Coughlin, Assistant County Administrator

Tonya Green, Department Director Clara Long, Division Manager

Melanie Johnson, Administrative Assistant

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, May 2, 2019 - Tonya Green, Neighborhood & Human Services Department

Director

That the Board accept for filing with the Board's Minutes, the May 2, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie

Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 4 Robert Bender

Vote: 5 - 0

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Green, 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 five Residential Rehab Grant Program Funding and Lien Agreements:
- 1. The Agreements between Escambia County CRA and Bert Thomas Black and Helen S. Black, owners of residential property located at 6226 Vicksburg Drive, Oakfield Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;
- 2. The Agreements between Escambia County CRA and Joseph D. Cooper and Maria C. Cooper, owners of residential property located at 6208 Confederate Drive, Oakfield Redevelopment District, each in the amount of \$5,495 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;
- 3. The Agreements between Escambia County CRA and Leon V. Dulion, III and Nell B. Dulion, owners of residential property located at 427 Sharpsburg Loop, Oakfield Redevelopment District, each in the amount of \$3,816 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement windows and storm shutter installation;
- 4. The Agreements between Escambia County CRA and Winston E. Evans, owner of residential property located at 3 Audusson Avenue, Oakfield Redevelopment District, each in the amount of \$3,048 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;
- 5. The Agreements between Escambia County CRA and Gary S. Holloway, owner of residential property located at 6612 Flagler Drive, Oakfield Redevelopment District, each in the amount of \$2,950 representing an in-kind match through the OakfieldTax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof; and
- B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Vote: 5 - 0

2 Recommendation Concerning the Cancellation of Residential Rehab Grant Program
<u>Liens - Tonya Green, Neighborhood & Human Services Department Director</u>

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

A. Approve the following cancellations of ten 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
Mary K. Hall and Dustin M. Reeves	2117 and 2119 Eliasberg Avenue	\$2,975
James W. Lent, Jr. and Joanne M. Breen Trustees for James W. Lent, Jr. and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13	25 Manor Drive	\$6,000
Noel L. Munoz	111 Kalash Road	\$2,615
Richard B. Page	307 South First Street	\$3,588
Milton C. Patejdl	508 South First Street	\$2,100
S & J Properties of Pensacola, LLC,	24 Kincaid Street	\$1,775
Timothy S. Smith, Jr.	310 Sunset Avenue	\$4,400
Terri Stine	12 Nimitz Court	\$5,000
Gregg E. Torres	503 Mandalay Drive	\$6,000
Robert F. and Carolyn A. Wilson	428 South First Street	\$3,370

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

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1 Jeff Bergosh

Vote: 5 - 0

IV. Discussion/Information Items

Adjournment.

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 1st day of August 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Fred and Phyllis Diane Campbell (the "Recipients"), owner of residential property located at 202 Saint Cedd Avenue, Pensacola, Florida, 32503.

WITNESSETH:

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

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

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

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

- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$4,060, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of **\$4,060** which shall be comprised of a cash contribution of **\$4,060**.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the 1st day of <u>August 2019</u>, and the Project shall be complete on or before the 1st day of <u>November 2019</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> 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:

<u>County:</u> <u>Recipient:</u>

Sherry Duffey Fred and Phyllis Diane Campbell

Development Program Manager 202 Saint Cedd Avenue Neighborhood and Human Services Dept. Pensacola, FL 32503

Community Redevelopment Agency

221 Palafox Place

Pensacola, Florida 32502

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

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

with its terms				
		For:	Board of County Commiss Escambia County	ioners of
		Ву: _	Lumon J. May, Chairman	
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:	
Ву:		_	BCC Approved:	
Deput	y Clerk			Approved as to form and legal sufficiency.
(SEAL	_)	For R	ecipients:	By/Title: Mass
		Fred	Campbell, Property Owner	
		Phy	is Diane Campbell, Property	Owner
STATE OF FLOOUNTY OF E				
() has prod The fo	, 2019 by Fred Campbe luced ft pt 7-ll-20 as regoing instrument was acknowled	ell, Propesidentification	efore me this day of ell, Property Owner. She () is possible to the control of the contr	known to me or
(Notary Seal)			Printed Name of Notary Public	
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EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s):

Fred and Phyllis Diane Campbell 202 Saint Cedd Avenue, Pensacola, Florida, 32503 Property Address:

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
Fred and Phyllis
Diane Campbell
Husband and Wife

Address of Property

202 Saint Cedd Avenue

Pensacola, FL 32503

Property Reference No. <u>35-1S-30-5000-022-015</u>

Total Amount of Lien

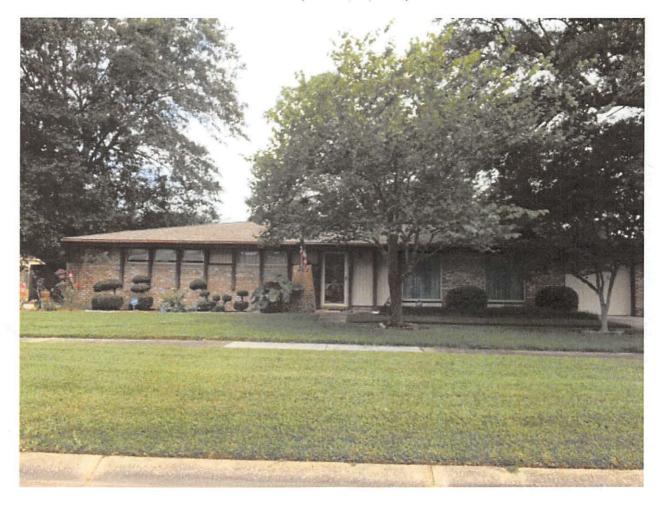
\$4,060

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 Re	ecipients:
		Fred C	Campbell, Property Owner
		Phylis	bis Digne Campbell, Property Owner
STATE OF FL COUNTY OF			1
The fortome or (V)	regoing instrument was acknown	wledge pbell, F C-(1-	d before me this day of Property Owner. He () is personally known as identification.
The foregoing personally known	instrument was acknowledge, 2019 by Phyllis Dia own to me or () has produc	d before ane Car ced <u>f</u>	e me this 10th day of mpbell, Property Owner. She () is Deep 9-13-2as identification.
(Notary Seal)		2	Signature of Notary Public Sherry Duffey Printed Name of Notary Public
MY COMMIS EXPIRES D	/ A DUFFEY SION # FF942753 accember 10, 2019	For:	Board of County Commissioners of Escambia County
399-0153 Floridanie	tary@ervice.com	Ву:	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk		Date Executed:
Neighborhood ar Community Rede			Approved as to form and legal sufficiency. By/fitle: Date:



Replacement Roof

202 Saint Cedd Avenue – Fred & Phyllis Diane

Campbell

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>1st</u> day of <u>August 2019</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Sandra Campbell</u>, (the "Recipient"), owner of residential property located at <u>691 Beck Avenue</u>, Pensacola, Florida, <u>32514</u>.

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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of \$3,000, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT** I, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of **\$3,000**, which shall be comprised of a cash contribution of **\$3,000**.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>1st</u> day of <u>August 2019</u>, and the Project shall be complete on or before the <u>1st</u> day of <u>November 2019</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

Pensacola, Florida 32502

County:

Max Rogers, AICP

Development Program Manager

Neighborhood and Human Services Dept.

Community Redevelopment Agency

221 Palafox Place, Ste. 305

Recipient:

Sandra Campbell

691 Beck Avenue

Pensacola, FL 32514

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

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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
		Ву:	Lumon J. May, Chairman
			Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
Ву:		_	BCC Approved:
Deput	y Clerk		
(SEAL	-)	4	ecipient: Mula (Mark) Pa Campbell, Property Owner
STATE OF F			
	oregoing instrument was acknowledge of the contract of the con	Campbel	I, Property Owner. She () is personally
Com My Com	AXWELL ROGERS Public – State of Florida mission # GG 137287 nn. Expires Dec 18, 2021 hrough National Notary Assn.	m	Signature of Notary Public Printed Name of Notary Public Approved as to form and feeal

sufficiency,

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Sandra Campbell

Property Owner(s): Property Address: 691 Beck Avenue Pensacola, Florida, 32514

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

Roof replacement.

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.

Sandra Campbell
A Single Woman Pensacola, FL 32514

Address of Property Property Reference No.

12-1S-30-7000-012-006

Total Amount of Lien

\$3,000

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

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

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

STATE OF FL COUNTY OF			
JUI	regoing instrument was ack 2019 by Sandra or (1/2) has produced	Campbel	d before me this day of I, Property Owner. She () is personally as identification.
(Ninterior Society	AXWELL ROGERS	14.44	Signature of Notary Public
Comr My Com	Public – State of Florida nission # GG 137287 m. Expires Dec 18. 2021 vrough National Notary Assn.	_004	Printed Name of Notary Public
		For:	Board of County Commissioners of Escambia County
		Ву:	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By:		Date Executed:
	Deputy Clerk		Approved as to form and legal sufficiency. By/Title: A SACA Date: 4 SACA

For Recipient:

Sandra Campbell, Property Owner

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

691 Beck Avenue – Sandra Campbell

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 1st day of August 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Vincent Distefano, Jr., (the "Recipient"), owner of residential property located at 221 Carolyn Way, Pensacola, Florida, 32505.

WITNESSETH:

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

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

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

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

- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the total amount of \$3,350, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$3,350, which shall be comprised of a cash contribution of \$3,350.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>1st</u> day of <u>August 2019</u>, and the Project shall be complete on or before the <u>1st</u> day of <u>November 2019</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved eligible Project costs that are incurred during the course of the Project. The Recipient
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 submits vendor invoices, copy of signed permit, proof of payment, and other documentation as
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 disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

<u>County:</u> <u>Recipient:</u>

Max Rogers, AICP Vincent Distefano, Jr.
Development Program Manager 221 Carolyn Way

Neighborhood and Human Services Dept. Pensacola, FL 32505

Community Redevelopment Agency

221 Palafox Place, Ste. 305 Pensacola, Florida 32502

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

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

with its terms	•	3	3
		For:	Board of County Commissioners of Escambia County
		Ву:	Lumon J. May, Chairman
			Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
Ву:	ty Clerk		BCC Approved:
Deput	y Clerk		
(SEAI	_)		nt Distefano, Jr., Property Owner
STATE OF F			
The fo	oregoing instrument was acknowledge of the contract of the contract or () has produced	owledge Distefan	ed before me this day of o, Jr., Property Owner. He () is personally as identification.
Commiss	VELL ROGERS Ic – State of Florida ion # GG 137287 Expires Dec 18, 2021 gh hational Notary Assn.		Signature of Notary Public Ax well to 6 E ks Printed Name of Notary Public Approved as to form and legal

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Property Address:

Vincent Distefano, Jr.

221 Carolyn Way, Pensacola, Florida, 32505

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

Replacement roof.

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

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

Lien Agreement

Applicant Name
Vincent Distefano, Jr.
A Single Man

Address of Property

221 Carolyn Way

Pensacola, FL 32505

Property Reference No. **46-1S-30-2001-018-024**

Total Amount of Lien

\$3,350

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.

		/	ecipient:
		Vince	nt Distefano, Jr., Property Owner
STATE OF FI COUNTY OF			. (4
Ju	regoing instrument was acknowledge in the contract of the cont	Distefan	o, Jr., Property Owner. He () is personally
		/	my
	******	,	Signature of Notary Public
Notary F Comm My Com	AXWELL ROGERS Public – State of Florida nission # GG 137287 m. Expires Dec 18, 2021 rough National Notary Assr.	_ W	Printed Name of Notary Public
		For:	Board of County Commissioners of Escambia County
		Ву: _	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
	By:		BCC Approved:
			Approved as to form and legal sufficiency.
			By/litle: 4 Malshat Date: 4319

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

221 Carolyn Way – Vincent Distefano, Jr.

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 1st day of August 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Virgie M. Dortch, (the "Recipient"), owner of residential property located at 4120 Erress Boulevard, Pensacola, Florida, 32505.

WITNESSETH:

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

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

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

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

- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the total amount of \$3,960, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$3,960, which shall be comprised of a cash contribution of \$3,960.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the 1st day of <u>August 2019</u>, and the Project shall be complete on or before the 1st day of <u>November 2019</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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.
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- 10. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> 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

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

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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
		Ву:	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
By:	y Clerk	-	BCC Approved:
•			
(SEAL	.)	Ving	M. Dortch, Property Owner
STATE OF FI			
9 m	oregoing instrument was acknowled, 2019 by Virgie M. or () has produced _FL	Dortch,	Property Owner. She () is personally
Comm	WELL ROGERS blic – State of Florida ission # GG 137287 1. Expires Dec 18, 2021 bugh National Notary Assr.		Signature of Notary Public Printed Name of Notary Public Approved as to form and legal

sufficiency.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Property Address: Virgie M. Dortch

4021 Erress Boulevard, Pensacola, Florida, 32505

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

Replacement Roof.

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

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

Lien Agreement

Applicant Name
Virgie M. Dortch
An Unmarried Widow

Address of Property
4120 Erress Boulevard
Pensacola, FL 32505

Property Reference No. 09-2S-30-1000-001-004

Total Amount of Lien

\$3,960

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.

		VIMA	M. Dortch, Property Owner
John	ESCAMBIA pregoing instrument was ackn	Dorton,	ed before me this day of Property Owner. She () is personally as identification.
Commissi My Comm. E	ELL ROGERS c - State of Florida on # GG 137287 xpires Dec 18, 2021 h National Notary Assn.		Signature of Notary Public Ax which was Gards Printed Name of Notary Public
		For:	Board of County Commissioners of Escambia County
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk		Date Executed: BCC Approved: Approved as to form and legal
			By/Fitle: Date: 1991

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



Replacement roof
4021 Erress Boulevard – Virgie M. Dortch

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>1st</u> day of <u>August 2019</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Gayle and Bernard J. Duffy</u> (the "Recipients"), owner of residential property located at **6043 Songbird Drive**, Pensacola, Florida, **32503**.

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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. <u>Residential Rehab Grant Program:</u> The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$5,491</u>, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$5,491 which shall be comprised of a cash contribution of \$5,491.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the 1st day of <u>August 2019</u>, and the Project shall be complete on or before the 1st day of <u>November 2019</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> 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: Recipient:

Sherry Duffey Gayle and Bernard J. Duffy

Development Program Manager 6043 Songbird Drive Neighborhood and Human Services Dept. Pensacola, FL 32503

Community Redevelopment Agency

221 Palafox Place

Pensacola, Florida 32502

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

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

With ito torrito.			
		For:	Board of County Commissioners of Escambia County
		Ву:	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit	Court	Date Executed:
By:	y Clerk		BCC Approved:
(SEAL	.)	Gayle	Duffy, Property Owner and J. Duffy, Property Owner
STATE OF FL COUNTY OF			
June	regoing instrument was a , 2019 by Gayle uced <u>FLDL exp</u> 22	Duffy, Property	efore me this day of Owner. She () is personally known to me or ation.
Clune	regoing instrument was a , 2019 by Berna uced <u>FU DL 2-()</u>	ard J. Duffy, Proj	efore me this day of perty Owner. He () is personally known to me or ation. Signature of Notary Public
	RRY A DUFFEY		Printed Name of Notary Public Approved as to form and legal

sufficiency

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Property Address:

Gayle and Bernard J. Duffy 6043 Songbird Drive, Pensacola, Florida, 32503

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

Gayle and Bernard J. Duffy

Wife and Husband

Address of Property
6043 Songbird Drive
Pensacola, FL 32503

Property Reference No. **28-1S-30-3400-012-002**

Total Amount of Lien

\$5,491

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.

		M	ecipients. Augh Duffy Duffy, Property Owner	
STATE OF FL COUNTY OF		Berna	nand A Duffy ard J. Duffy, Property Owner	
The foregoing instrument was acknowledged before me this day of, 2019 by Gayle Duffy, Property Owner. She () is personally known to me or () has produced _FL_DL as identification.				
The foregoing instrument was acknowledged before me this day of, 2019 by Bernard J. Duffy, Property Owner. He () is personally known to me or () has produced D exp_2-ll-> as identification.				
(Notary Seal)		<u></u>	Signature of Notary Public Sherry Duffey Printed Name of Notary Public	
MY COI	RRY A DUFFEY MMISSION # FF942753 ES December 10, 2019 IndeNotaryService com	For:	Board of County Commissioners of Escambia County	
		Ву: _	Lumon J. May, Chairman	
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk		Date Executed: BCC Approved: Approved as to form and legal sufficiency.	
This instrument բ	prepared by:		By/lide: 1924	

Max Rogers, AICP, Development Program Manager Neighborhood and Human Services Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502



Replacement Windows
6043 Songbird Drive – Bernard J. and Gayle
Duffy

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 1st day of August 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Thomas M. and Cynthia K. Kidder (the "Recipients"), owner of residential property located at 6242 Appomattox Drive, Pensacola, Florida, 32503.

WITNESSETH:

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

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

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

- **NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:
- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$4,350, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of **\$4,350** which shall be comprised of a cash contribution of **\$4,350**.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the 1st day of August 2019, and the Project shall be complete on or before the 1st day of November 2019, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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

Thomas M. and Cynthia K. Kidder

6242 Appomattox Drive

Development Program Manager Neighborhood and Human Services Dept.

Pensacola, FL 32503

Community Redevelopment Agency

221 Palafox Place

Pensacola, Florida 32502

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.
- Entire Agreement: This Agreement contains the entire agreement between the parties and 19. 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.

with its terms	e .			
		For:	Board of County Commis Escambia County	sioners of
		Ву:	Lumon J. May, Chairman	
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:	
Ву:			BCC Approved:	
Deput	y Clerk			Approved as to form and legal
(SEAL)		For R	ecipients: Tomas M. Kidden	By/Title: Date: 10/3 5
		Thom	as M. Kidder, Property Ow	ner
		Cynth	nia K. Kidder, Property Owr	ner
STATE OF FLO				
or (V) has pr The fo	regoing instrument was acknowled by Thomas M. Kroduced F(b) Cy-la-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-	idder, Pi as ident edged be dder, Pro	roperty Owner. He () is perso ification. efore me this day o operty Owner. She () is perso	onally known to me
		_80	Signature of Notary Public	
(Notary Seal)	SHERRY A DUFFEY	_ S	Printed Name of Notary Public	c
1.6. 1	- 1 marked by Catholic B. A. 1			

MY COMMISSION :

FloridaNotaryService com

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Property Address:

Thomas M. and Cynthia K. Kidder 6242 Appomattox Drive, Pensacola, Florida, 32503

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

Total Electrical Rewiring Upgrade

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

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

Lien Agreement

Applicant Name

Thomas M. Kidder

and Cynthia K. Kidder

Husband and Wife

Address of Property
6242 Appomattox Drive
Pensacola, FL 32503

Property Reference No. **28-1S-30-4200-024-006**

Total Amount of Lien

\$4,350

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 Re	ecipients:
		The	mas Milde
		Thoma	as M. Kidder, Property Owner
		(100	Hart Karda
		Cynthi	ia K. Kidder, Property Owner
STATE OF FL	ORIDA	O y i i ci i	a it. itiader, i roperty owner
COUNTY OF	ESCAMBIA		
The foregoing instrument was acknowledged before me this day of to day of as identification.			
The foregoing instrument was acknowledged before me this			
(Notary Seal)			Signature of Notary Public Printed Name of Notary Public
MY CON	RRY A DUFFEY MMISSION # FF942753 ES December 10, 2019 IndeNotaryService com	For:	Board of County Commissioners of Escambia County
		Ву:	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk		Date Executed:
Neighborhood an Community Rede			Approved as to form and legal sufficiency. By/Title: College SACT Date: 6/3/49



Total Electrical Rewiring Upgrade
6242 Appomattox Drive – Thomas M. & Cynthia
K. Kidder

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 1st day of August 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Barbara L. Larkin, (the "Recipient"), owner of residential property located at 2324 Grundy Street, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the total amount of \$3,157, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of **\$3,157**, which shall be comprised of a cash contribution of **\$3,157**.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>1st</u> day of <u>August 2019</u>, and the Project shall be complete on or before the <u>1st</u> day of <u>November 2019</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> 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:
Barbara L. Larkin
2324 Grundy Street
Pensacola, FL 32507

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

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

with its terms.	Makes access supported to the suppose of the suppose of the suppose support		
		For:	Board of County Commissioners of Escambia County
		Ву:	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
By:	/ Clerk	_	BCC Approved:
(SEAL			ecipient: Lase L. Laskin ra L. Larkin, Property Owner
STATE OF FL COUNTY OF			
The fo	regoing instrument was ackno , 2019 by Barbara l or (<u>X</u>) has produced <u>FLT</u>	owledge L. Larkir Dexp L	ad before me this
(Notary Seal)	JAYLENE NICHOLE PEREZ Notary Public – State of Florida Commission # GG 185841 My Comm. Expires Mar 31, 2022 Bonded through National Notary Assr		Signature of Notary Public When Name of Notary Public Approved as to form and legal sufficiency, August A

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Property Address:

Barbara L. Larkin

2324 Grundy 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 Address of Property Property Reference No. **Barbara L. Larkin A Single Woman**Address of Property Property Reference No.

35-2S-31-1000-011-081

Pensacola, FL 32507

Total Amount of Lien

\$3,157

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.

		Ba	recipient: Lacken ra L. Larkin, Property Owner
STATE OF FL COUNTY OF			
The fo	regoing instrument was acknown 2019 by Barbara Lor (X) has produced FLFC	owledge L. Larkir	ed before me thisday of day of had a sidentification.
(Notary Seal)	JAYLENE NICHOLE PEREZ Notary Public – State of Flor Commission # GG 185841 My Comm. Expires Mar 31, 2 Bonded through National Notary A	z rida 1022 Ma	Signature of Notary Public Wene Nichole Pevez Printed Name of Notary Public
		For:	Board of County Commissioners of Escambia County
		-y. <u>-</u>	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk	,	Date Executed:
	Boputy Cloth		Approved as to form and legal sufficiency. By/Fitte: Charles Act

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

2324 Grundy Street – Barbara L. Larkin

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 1st day of August 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Amy L. Riesau, (the "Recipient"), owner of residential property located at 119 Brandon 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. <u>Recitals:</u> 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 \$5,876, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of **\$5,876**, which shall be comprised of a cash contribution of **\$5,876**.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>1st</u> day of <u>August 2019</u>, and the Project shall be complete on or before the <u>1st</u> day of <u>November 2019</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> 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

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

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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
		Ву:	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
By:Deput	y Clerk		BCC Approved:
(SEAL	.)	(ecipient: My Ribau Riesau, Property Owner
Ju	ESCAMBIA regoing instrument was acknown	iesau, F	Property Owner. She () is personally known
Commis My Comm.	VELL ROGERS lic – State of Florida sion # GG 137287 Expires Dec 18, 2021 gh National Notary Assn.	<u>w</u>	Signature of Notary Public Printed Name of Notary Public

Approved as to form and legal

sufficiency.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Property Address:

Amy L. Riesau

119 Brandon Avenue, Pensacola, Florida, 32507

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

Replacement windows and total electrical rewiring upgrade.

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
Amy L. Riesau
A Single Woman

Address of Property

119 Brandon Avenue

Pensacola, FL 32507

Property Reference No. <u>50-2S-30-5060-010-010</u>

Total Amount of Lien

\$5,876

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 Re	ecipient: 🤝
		an	ux Riemuz
		Amy I	Riesau, Property Owner
STATE OF F	LORIDA		
COUNTY OF	ESCAMBIA		-
The fo	oregoing instrument was acknown	owledae	ed before me this day of Property Owner. She () is personally known as identification.
J	, 2019 by Amy L. R	iesau, F	Property Owner. She () is personally known
to me or () has produced FL Diner	shi	as identification.
			who had
700 300 800 800			Signature of Notary Public
(Notani Seal)	MAXWELL ROGERS V Public – State of Florida	ans	putce POGERS
(A) 1. CO	mmission # GG 137287 omm. Expires Dec 18. 2021		Printed Name of Notary Public
OF FLOT Border	d through National Notary Assn.		
		Го	Board of County Commissioners of
		For:	Board of County Commissioners of Escambia County
			<u>.</u>
		Ву: _	Lumon J. May, Chairman
			Lumon J. May, Ghanman
ATTEST:	PAM CHILDERS		Date Executed:
ATTEST.	Clerk of the Circuit Court		
	D		BCC Approved:
	By: Deputy Clerk		
	Dopat, John		Approved as to form and legal
			sufficiency.
			By/Title: 19 Ma/6Aat
			Date: 7/1/19

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 and total electrical rewiring upgrade

119 Brandon Avenue – Amy L. Riesau

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 1st day of August 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Markus Saage and Juelee E. Riesau, (the "Recipient(s)"), owner of residential property located at 129 Brandon 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. <u>Residential Rehab Grant Program:</u> The CRA awards to the Recipient a matching Grant in the total amount of <u>\$4,495</u>, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$4,495</u>, which shall be comprised of a cash contribution of <u>\$4,495</u>.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>1st</u> day of <u>August 2019</u>, and the Project shall be complete on or before the <u>1st</u> day of <u>November 2019</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. Notice: Any notices to the County shall be mailed to:

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

Recipient(s):
Markus Saage and Juelee E. Riesau
129 Brandon Avenue
Pensacola, FL 32507

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

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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 Co Escambia County	mmissioners of
		Ву:	Lumon J. May, Chai	rman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:	
By: Deputy	y Clerk	_	BCC Approved:	
(SEAL	.)	F D	•	
		For Re	ecipients:	
		_	M. Saar	
		Marku	is Saage, Property Ov	
		!	Jule E. 1	Liesan
		Juele	É. Riesau, Property	Owner
				Approved as to form and legal
STATE OF FL COUNTY OF			- 14	By/Title: CALLA SACI
20	regoing instrument was acknowle 2019 by Markus Saagu uced <u>FL Dawys Lic</u> as	e, Prope	rty Owner. He () is per	_ day of rsonally known to me or
301	regoing instrument was acknowled, 2019 by Juelee E. Rie oduced	sau, Pro	perty Owner. She () is	day of personally known to me
(Note: Seal) Con	MAXWELL ROGERS Public – State of Florida nmission # GG 137287 mm. Expires Dec 18, 2021 Sthrough National Notary Assn.	- W	Signature of Notary Pub Management of Notary Printed Name of Notary	öERS

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Markus Saage and Juelee E. Riesau

Property Owner(s): Property Address: 129 Brandon 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)

Markus Saage and

Juelee E. Riesau

Husband and Wife

Address of Property

129 Brandon Avenue

Pensacola, FL 32507

Property Reference No. **50-2S-30-5060-005-010**

Total Amount of Lien

\$4,495

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.

		10	ecipient(s): M. Saay us Saage, Property Owner Mulle E. Resau
		Juele	e E. Riesau, Property Owner
to me or (V)	egoing instrument was ackr, 2019 by Markus has produced CC Dn~ egoing instrument was ackr	Saage, F	Property Owner. He () is personally known as identification.
known to me o	r () has produced FC	Drivers	as identification.
() M	MAXWELL ROGERS otary Public – State of Florida Commission # GG 137287 y Comm. Expires Dec 18, 2021 rded through National hotary Assn.	_CWA	Signature of Notary Public Printed Name of Notary Public
		For:	Board of County Commissioners of Escambia County
		Ву: _	
			Lumon J. May, Chairman
	PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk		Date Executed:
This instrument pr Max Rogers, AICF	epared by: P, Development Program Manage I Human Services Department velopment Agency P, Ste. 305	ır i	Approved as to form and legal sufficiency. By/Fitle: Office SAGE Date: Office SAGE



Replacement Roof

129 Brandon Ave – Markus Saage and Juelee E. Riesau

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 1st day of August 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Diana A. Rittenhouse (the "Recipient"), owner of residential property located at 6234 Appomattox Drive, Pensacola, Florida, 32503.

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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$4,800**, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of **\$4,800** which shall be comprised of a cash contribution of **\$4,800**.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the 1st day of <u>August 2019</u>, and the Project shall be complete on or before the 1st day of <u>November 2019</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> 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:

<u>County:</u> <u>Recipient:</u>

Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.

Diana A. Rittenhouse
6234 Appomattox Drive
Pensacola, FL 32503

Community Redevelopment Agency

221 Palafox Place

Pensacola, Florida 32502

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

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

with its terms.			
		For:	Board of County Commissioners of Escambia County
		Ву:	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
By:Deput	y Clerk	_	BCC Approved:
(SEAL	.)	D	ecipients: Land A. Rittenhouse, Property Owner
STATE OF FI	ESCAMBIA		
The fo	regoing instrument was ackn 2019 by Diana A. or () has produced	owledge Rittenho Lexp	ed before me this 2 1+2 day of ouse, Property Owner. She () is personally as identification.
		2	Rever Dubley Signature of Notary Public
(Notary Seal)		S	Printed Name of Notary Public
Children Char	DEW & DUCKEY		

Approved as to form and legal

sufficiency

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Property Address: Diana A. Rittenhouse

6234 Appomattox Drive, Pensacola, Florida, 32503

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>Diana A. Rittenhouse</u>

An Unmarried Widow

Address of Property

6234 Appomattox Drive

Pensacola, FL 32503

Property Reference No. **28-1S-30-4200-025-006**

Total Amount of Lien

\$4,800

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.

Diana A. Rittenhouse, Property Owner COUNTY OF ESCAMBIA (Notary Seal) **SHERRY A DUFFEY Board of County Commissioners of** For: MY COMMISSION # FF942753 **Escambia County** EXPIRES December 10, 2019 FlondeNotaryService com Lumon J. May, Chairman **PAM CHILDERS** Date Executed: ATTEST: Clerk of the Circuit Court BCC Approved: Deputy Clerk Approved as to form and legal

For Recipients:

Rittenhause

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

Before (taken 6/24/2019)



Replacement Roof
6234 Appomattox Drive – Diana A. Rittenhouse

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>1st</u> day of <u>August 2019</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>David E. Rivers</u> (the "Recipient"), owner of residential property located at **1317 Dexter Avenue**, Pensacola, Florida, **32507**.

WITNESSETH:

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

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

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

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

- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$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. <u>In-Kind Match:</u> 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. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the 1st day of August 2019, and the Project shall be complete on or before the 1st day of November 2019, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

County:Recipient:Sherry DuffeyDavid E. RiversDevelopment Program Manager1317 Dexter AvenueNeighborhood and Human Services Dept.Pensacola, FL 32507

Community Redevelopment Agency

221 Palafox Place

Pensacola, Florida 32502

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

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

with its terms.			
		For:	Board of County Commissioners of Escambia County
		Ву:	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
By:	y Clerk		BCC Approved:
(SEAL	.)		ecipients: I E. Rivers, Property Owner
STATE OF FL COUNTY OF			
The fo	regoing instrument was ack , 2019 by David E) has produced FLDLex	nowledge . Rivers, . 1-19-	ed before me this 25½ day of Property Owner. He () is personally known as identification.
			Signature of Notary Public
(Notary Seal)		S	Printed Name of Notary Public
SHE	RRY A DUFFEY		Approved as to form and legal

EXPIRES December 10, 2019

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

David E. Rivers

Property Owner(s): Property Address: 1317 Dexter 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

David E. Rivers

A Single Man

Address of Property
1317 Dexter Avenue
Pensacola, FL 325

Property Reference No. **50-2S-30-5000-009-007**

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 Recipients:

David E. Rivers, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknown to me or () has produced LDLexp.	owledged before me this day of Rivers, Property Owner. He () is personally known as identification.
(Notary Seal)	Signature of Notary Public Sherry Duffer Printed Name of Notary Public
SHERRY A DUFFEY MY COMMISSION # FF942753 EXPIRES December 10, 2019 H407) 398-0153 FloridaNotaryService com	For: Board of County Commissioners of Escambia County By: Lumon J. May, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk This instrument prepared by: Sherry Duffey, Development Program Manager Neighborhood and Human Services Department Community Redevelopment Agency	Date Executed: BCC Approved: Approved as to form and legal sufficiency. By/Title: Date:



Replacement Windows

1317 Dexter Avenue – David E. Rivers

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 1st day of August 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Linda J. Stark (the "Recipient"), owner of residential property located at 7091 Kelvin Terrace, Pensacola, Florida, 32503.

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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$6,000, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> 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. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the 1st day of <u>August</u> 2019, and the Project shall be complete on or before the 1st day of <u>November 2019</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> 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:Recipient:Sherry DuffeyLinda J. StarkDevelopment Program Manager7091 Kelvin TerraceNeighborhood and Human Services Dept.Pensacola, FL 32503Community Redevelopment Agency

221 Palafox Place

221 Palatox Place

Pensacola, Florida 32502

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

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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
		Ву:	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
Ву:	y Clerk		BCC Approved:
Deputy	y Clerk		
(SEAL)	Du	ecipient: Let A. Stark, Property Owner
STATE OF FL COUNTY OF			
The fo	regoing instrument was ackn , 2019 by Linda J. has produced FL DL exp.	owledge Stark, P <u>4-2</u> 02	ed before me this 3 — day of roperty Owner. She () is personally known as identification.
			Signature of Notary Public
(Notary Seal)			Printed Name of Notary Public
William Care	DEV A DUEFFY		Approved as to form and legal

sufficiency

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Linda J. Stark

Property Owner(s): Property Address: 7091 Kelvin Terrace, Pensacola, Florida, 32503

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

Total Electrical Rewiring Upgrade and Roof Replacement

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.

Linda J. Stark 7091 Kelvin Terrace 28-1S-30-2000-016-001

Pensacola, FL 32503

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.

			0	J. Stark, Property Owner
STATE OF FI COUNTY OF				
The fo	regoing instrumen 2 , 2019 b) has produced <u>F</u>	t was acknowy Linda J. S LDL ex	owledge Stark, Pr p. 4-20-:	ed before me this 3RE day of roperty Owner. She () is personally known as identification.
MY CO EXPIR	ERRY A DUFFEY MMISSION # FF942753 ES December 10, 2019 IondeNoteryService com		Signal Si	Signature of Notary Public Perry Duffen Printed Name of Notary Public Board of County Commissioners of Escambia County
	and the second		Ву: _	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circu By: Deputy C	uit Court		Date Executed:
	•			Approved as to form and legal sufficiency. By/Title: Date:

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



Total Electrical Rewiring Upgrade and Roof Replacement

7091 Kelvin Terrace – Linda J. Stark

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 1st day of August 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Karen Summerville, (the "Recipient"), owner of residential property located at 600 Pelham 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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the total amount of \$3,028, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$3,028, which shall be comprised of a cash contribution of \$3,028.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>1st</u> day of <u>August 2019</u>, and the Project shall be complete on or before the <u>1st</u> day of <u>November 2019</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> 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:
Karen Summerville
600 Pelham Road
Pensacola, FL 32507

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

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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

with ito torrio.			
		For:	Board of County Commissioners of Escambia County
		Ву:	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
By:	y Clerk	_	BCC Approved:
(SEAL	.)	9/1	ecipient: Nex Almervelle Summerville, Property Owner
STATE OF FI COUNTY OF	ESCAMBIA pregoing instrument was acknown	owledge	ed before me this day of
	or (☑) has produced [☑]	ımmervi	ille, Property Owner. She () is personally
Comm My Comm	AXWELL ROGERS Sublic – State of Florida nission # GG 137287 m. Expires Dec 18, 2021 rough National Notary Assn.	и	Signature of Notary Public Printed Name of Notary Public Approved as to form and legal
			Approved as to form and regar

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Property Address: Karen Summerville

600 Pelham Road, Pensacola, Florida, 32507

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

Replacement windows.

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

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

Lien Agreement

Applicant Name
Karen Summerville
A Single Woman

Address of Property
600 Pelham Road
Pensacola, FL 32507

Property Reference No. **37-2S-30-1001-001-006**

Total Amount of Lien

\$3,028

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.

		rtargi	Todaminer vine, 1 Toperty Owner
STATE OF F COUNTY OF			
J1	oregoing instrument was ackr y , 2019 by Karen S or (<u></u>) has produced <u></u>	ummerv	ille, Property Owner. She () is personally
(Notany Selat)	MAXWELL ROGERS / Public – State of Florida nmission # GG 137287 mm. Expires Dec 18, 2021 through National Notary Assn.	_ lu	Signature of Notary Public AX WELL POGERS Printed Name of Notary Public
		For:	Board of County Commissioners of Escambia County
		Ву: _	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By:		Date Executed:
	Deputy Clerk		Approved as to form and legal

For Recipient

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

600 Pelham Road – Karen Summerville

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 1st day of August 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Cynthia R. Thornton, (the "Recipient"), owner of residential property located at 9345 Chisholm Road N3, Pensacola, Florida, 32514.

WITNESSETH:

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

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

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

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

- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the total amount of \$1,183, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of **\$1,183**, which shall be comprised of a cash contribution of **\$1,183**.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>1st</u> day of <u>August 2019</u>, and the Project shall be complete on or before the <u>1st</u> day of <u>November 2019</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> 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:
Cynthia R. Thornton
9345 Chisholm Road N3
Pensacola, FL 32514

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

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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

with its terms.			
		For:	Board of County Commissioners of Escambia County
		Ву:	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
By:(SEAL	y Clerk	1/1	ecipient: ia R. Thornton, Property Owner
STATE OF FL COUNTY OF	ESCAMBIA regoing instrument was acknown	owledge R. Thorn	ed before me this day of ston, Property Owner. She () is personally
known to me	or (V) has produced FL	Duv	ers Lice as identification.
NVC	MAXWELL ROGERS ary Public – State of Florida ommission # GG 137287 Comm. Expires Dec 18. 2021 led through National Notary Assn.	- an	Signature of Notary Public Axis File Printed Name of Notary Public
			Approved as to form and legal sufficiency.

4

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Property Address:

Cynthia R. Thornton 9345 Chisholm Road N3 Pensacola, Florida, 32514

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

Cynthia R. Thornton

A Single Woman

Address of Property

9345 Chisholm Road N3

Pensacola, FL 32514

Property Reference No. **13-1S-30-2200-003-014**

Total Amount of Lien

\$1,183

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.

		Cynth	na/R. Thornton, Property Owner
The f	ESCAMBIA oregoing instrument was ackr	nowledge R. Thorr	ed before me this day of not on, Property Owner. She () is personally as identification.
		6	Signature of Notary Public
Notary Com	AXWELL ROGERS Public – State of Florida mission # GG 137287 rm. Expires Dec 18. 2021 nrough National Natary Asso.		AXWELL POGERS Printed Name of Notary Public
		For:	Board of County Commissioners of Escambia County
		Ву: _	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk		Date Executed:
	Deputy Clerk		Approved as to form and legal sufficiency.

For/Recipient:

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

9345 Chisholm Rd N3 – Cynthia R. Thornton

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 1st day of August 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and James L. and Colleen C. Vinson, (the "Recipient(s)"), owner of residential property located at 7627 Las Vegas Lane, Pensacola, Florida, 32534.

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 \$2,750, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$2,750, which shall be comprised of a cash contribution of \$2,750.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>1st</u> day of <u>August 2019</u>, and the Project shall be complete on or before the <u>1st</u> day of <u>November 2019</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. Notice: Any notices to the County shall be mailed to:

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

Recipient(s):
James L. and Colleen C. Vinson
7627 Las Vegas Lane
Pensacola, FL 32534

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

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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

with its terms				
		For:	Board of County Commission Escambia County	oners of
		Ву:	Lumon J. May, Chairman	
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:	
Ву:			BCC Approved:	
Deput	y Clerk	_	BCC Approved:	Approved as to form and lega sufficiency.
(SEAL	_)			By/Title: M/DS
		For R	ecipients:	Date: 6/27/19
		Ju	man L. Chisan	
			s L. Vinson, Property Owner	n
		Collec	en C. Vinson, Property Owner	
STATE OF F	ESCAMBIA			
() has prod	y , 2019 by James L. Vin luced <u>CL Drivers Lic</u> as	son, Pro identific		known to me or
-)()(regoing instrument was acknowled y , 2019 by Colleen C. Vi	nson, Pr	efore me this day of operty Owner. She () is personal iffication.	ally known to me
			Mpn	
(* 1) * .: Com	AXWELL ROGERS Public – State of Florida nission # GG 137287 m. Expires Dec 18. 2021	n	Signature of Notary Public Printed Name of Notary Public	<u></u>
My Com	III. EXPIRES DEC 10: 202.			

Bonded through National Notary Assn.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

James L. and Colleen C. Vinson

Property Owner(s): Property Address: 7627 Las Vegas Lane, Pensacola, Florida, 32534

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)

James L. and Colleen C. Vinson

Husband and Wife

Address of Property
7627 Las Vegas Lane
Pensacola, FL 32534

Property Reference No. **21-1S-30-1127-000-008**

Total Amount of Lien

\$2,750

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 Re	ecipient(s):
		C	enes J. Chica
		James	L. Vinson, Property Owner
		(1	Allon C. Weroon
		Collec	en C. Vinson, Property Owner
STATE OF FL COUNTY OF			
The for known to me of	regoing instrument was acknowly, 2019 by James L. or () has produced	Vinson	ed before me this day of , Property Owner. He () is personally as identification.
20	regoing instrument was acknowly , 2019 by Colleen Cor () has produced Y L	. Vinso	n, Property Owner. She () is personally
		-//	Oliverture of National Public
			Signature of Notary Public
(Notary Seal)	MAXWELL ROGERS otary Public – State of Florida		Drinted Name of Notory Public
3 . 7	Commission # GG 137287 y Comm, Expires Dec 18, 2021 eded through National Notary Asso.		Printed Name of Notary Public
		For:	Board of County Commissioners of Escambia County
		Ву:	
		-): _	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS		Date Executed:
	Clerk of the Circuit Court		BCC Approved:
	By: Deputy Clerk		
	Dopaty Cloth		Approved as to form and legal
			sufficiency.
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			By/Title: 4/27/19



Replacement roof

7627 Las Vegas Lane – James L. and Colleen C. Vinson

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 1st day of August 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Robert F. and Carolyn A. Wilson, (the "Recipient(s)"), owner of residential property located at 428 South First 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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. <u>Residential Rehab Grant Program:</u> The CRA awards to the Recipient a matching Grant in the total amount of <u>\$430</u>, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$430</u>, which shall be comprised of a cash contribution of <u>\$430</u>.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>1</u>st day of <u>August 2019</u>, and the Project shall be complete on or before the <u>1</u>st day of <u>November 2019</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP

Development Program Manager

Neighborhood and Human Services Dept.

Community Redevelopment Agency

221 Palafox Place, Ste. 305

Pensacola, Florida 32502

Recipient(s):
Robert F. and Carolyn A. Wilson
428 South First Street
Pensacola, FL 32507

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

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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 Con Escambia County	nmissioners of
		Ву:	Lumon J. May, Chair	man
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:	
By: Depu	ty Clerk		BCC Approved:	
(SEA				
(02.	-/	For R	ecipients:	
		R	bert Fr. Wilson	
		Robe	rt F. Wilson, Property (Owner
		(4	Ordyn a. Wilso	
		Carol	yn A. Wilson, Property	Owner
				Approved as to form and legal
STATE OF F				By/Title: By/Title: Date: W/S/1/5
The fo	oregoing instrument was acknowled	lodgod b	oforo mo this	day of
0-1	, 2019 by Robert F. Wi	Ison, Pro	perty Owner. He () is po	ersonally known to me or
() has prod	lucedas	s identific	cation.	
The fo	oregoing instrument was acknowledge of the control	ledged b /ilson, Pr	efore me this 9 th roperty Owner. She () is	day of spersonally known to me
or () has p	roduced	as ident	tification.	
			11/1/1	7
MA)	(WELL ROGERS	140	Signature of Notary Publ	lic - b c
(Illed : Comm	iblic – State of Florida ission # GG 137287 n. Expires Dec 18, 2021		Printed Name of Notary	
My Comin	N. S.		6	

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Property Address:

Robert F. and Carolyn A. Wilson 428 South First Street, Pensacola, Florida, 32507

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

Replacement Windows.

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

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

Lien Agreement

Applicant Name(s) Robert F. and Carolyn A. Wilson 428 South First Street **Husband and Wife**

Address of Property Pensacola, FL 32507 Property Reference No. 51-2S-30-7062-033-034

Total Amount of Lien

\$430

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.

		Rober	t F. Wilson, Property Owner Roly a. Wilson A Wilson, Property Owner
STATE OF FL COUNTY OF	ESCAMBIA		0.41
The fo	regoing instrument was acknown	owledge v. Wilson	d before me this day of day of as identification.
(I do la visacia)	MAXWELL ROGERS lotary Public – State of Florida Commission ÷ GG 137287 ly Comm. Expires Dec 18. 2021 ended through National Natary Assn.		Signature of Notary Public WXYELL NOGERS Printed Name of Notary Public
		For:	Board of County Commissioners of Escambia County
		Ву:	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk		Date Executed:
Neighborhood ar	orepared by: EP, Development Program Manager ad Human Services Department evelopment Agency e, Ste. 305		Approved as to form and legal sufficiency. By/Title: Charles A(A) Date: Charles A(A)



Replacement windows

428 South First Street - Robert F. and Carolyn A. Wilson



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance 2.

Community Redevelopment Agency

Meeting Date: 08/01/2019

Issue: Cancellation of Residential Rehab Grant Program Liens
From: TONYA GREEN, Neighborhood & Human Services Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Green, 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 ten 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
Elizabeth B. Barton	407 Labree Road	\$2,195
Pearlie Mae Evans, Lorenzo Evans, Betty Grimes, Shirley E. Watson, Bobbie Strong, Joyce A. Evans, Gregory Evans and John E. Evans	2606 North Z Street	\$5,528
Clint A. and Emily P. Harris	55 Druid Drive	\$1,625
James C. Holley, Jr. and Catherine B. Holley	210 Berry Road	\$6,000
Sheri Kennedy	203 Bryant Road	\$6,000
Dixie N. Shedd	1317 Poppy Avenue	\$2,250
Dovie S. Soloe	725 Lakewood Road	\$3,425
Samantha G. Taylor	535 South First Street	\$5,720
Willard C. Jr. and Mary Jane Turner	104 Payne Road	\$6,000
Kenneth R. and Bonnie B. Wooten	2255 Berg Street	\$5,214

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_Barton_August2019

<u>LienCX_Evans_August2019</u>

<u>LienCX_Harris_August2019</u>

LienCX_Holley_August2019

<u>LienCX_Kennedy_August2019</u>

LienCX_Shedd_August2019

<u>LienCX_Soloe_August2019</u>

LienCX_Taylor_August2019

<u>LienCX_Turner_August2019</u>

LienCX Wooten August2019

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 \$2,195 executed by Elizabeth B. Barton, and recorded in Official Record Book 7939 at page 618, 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

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

Escambia County Clerk's Original

5-17-2018 CARIT-2 (1)

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Neighborhood and Human Services Department

Community Redevelopment Agency

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018058780 7/26/2018 10:36 AM
OFF REC BK: 7939 PG: 618 Doc Type: L
Recording \$18.50

<u>Lien Agreement</u>

Applicant Name Elizabeth B. Barton

Address of Property
407 Labree Road
Pensacola, FL 32507

Property Reference No. **50-2S-30-6090-693-032**

Total Amount of Lien

\$2,195

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:
	Elizabeth B. Barton, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknown to me or (12) has produced 10	bwledged before me this/ 5 ⁴⁴ day of B. Barton, Property Owner. She () is personally by a sidentification.
	Signature of Notary Public
Notary Public – State of Florida Commission # GG 137287 My Comm. Expires Dec 18, 2021 Borded through National Notary Assn.	Printed Name of Notary Public
	For: Board of County Commissioners of Escambia County/
	Jeff Bergosh, Chaimman
PAM CHILDERS Clerk of the Circuit Court SHAL By OH Solg MICH	Date Executed: 5-17-2018 BCC Approved: 05-17-2018
Deputy Clerk	Approved as to form and legal Nulliciency. //
	Hy/Fitte: 1/1/5/1/21

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
Elizabeth B. Barton
407 Labree Road
Replacement Roof
Project Total \$4,390
Grant Total \$2,195



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 \$5,528 executed by Pearlie Mae Evans, Lorenzo Evans, Betty Grimes, Shirley E. Watson, Bobbie Strong, Joyce A. Evans, Gregory Evans and John E. Evans, and recorded in Official Record Book 7919 at page 1355, 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.

				COUNTY COUNTY, FLO	COMMISSIONERS ORIDA
		Ву: _	Lumoi	ո J. May, Cha	airman
ATTEST:	Pam Childers Clerk of the Circuit Court				
Ву:			Date	Executed:	
Dep	uty Clerk		ВСС	Approved:	
				Approved as to sufficiency. By/fitle:	form and legal

Dete: 2/16/2018 Verified By: 5.14

Escambla County Clerk's Original

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018048064 6/19/2018 2:12 PM
OFF REC BK: 7919 PG: 1355 Doc Type: L
Recording \$95.00

Escambla County Community I

Residential Rehab Grant regions

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

Lien Agreement

Applicant Name(s)

Address of Property

Property Reference No.

Pearlie Mae Evans Lorenzo Evans Betty Grimes Shirley E. Watson Bobbie Strong Joyce A. Evans Gregory Evans John E. Evans 2606 North Z Street Pensacola, Florida 32505 16-25-30-1801-001-077

Total Amount of Lien

\$5,528

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.

For Recipient(s):

~	Pearlie mar Elland
	Pearlie Mae Evans, Property Owner
STATE OF FLORIDA	
COUNTY OF ESCAMBIA	
↑ The foregoing instrument was acknowledge.	
December, 20/7 by Pearl	lie Mae Evans, Property Owner. She () is
personally known to me or () has produ	ced <u>FCID Cord</u> as identification.
Janet Lynn Weston Notary Public State of Florida	Signature of Notary Public
My Commission Expires 01/25/2018 Commission No. FF 70238	Printed Name of Notary Public

	For Recipient(s):
	Lorenzo Evans Lorenzo Evans, Property Owner
STATE OF FLORIDA	
COUNTY OF ESCAMBIA	
The foregoing instrument was acknown to me or () has produced \mathcal{A}	nzo Evans, Property Owner. He () is personally
Janet Lynn Weston Notary Public State of Florida My Commission Expires 01/25/2018 Commission No. FF 70238	Signature of Notary Public Onet you Wester Printed Name of Notary Public

For Recipient(s):

	Bitty Sime			
STATE OF	Betty Grimes, Property Owner			
COUNTY OF				
The foregoing instrument was ack	knowledged before me this day of			
, 20 by Be	tty Grimes, Property Owner. She () is personally			
known to me or () has produced	as identification.			
(Notary Seal)	Signature of Notary Public			
	Printed Name of Notary Public			

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

to which this certificate is attached, and not the truthfulness	s, accuracy, or validity of that document.
State of California County of <u>人の3 Aい bまんぞう</u>	
Date	Here Insert Name and Title of the Officer 4 661MES
	Name(s) of Signer(s)
to the within instrument and acknowledged to me tha	nature(s) on the instrument the person(s), or the entity
NICOLE MARDESIC Notary Public - California Los Angeles County	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Commission # 2193660 My Comm. Expires Apr 24, 2021	WITNESS my hand and official seal.
Place Notary Seal and/or Stamp Above	Signature of Notary Public
Completing this information can	deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document: ESCAMBIA CO MENT ABENEY Document Date:	LIEN (ALKEEMENT) Number of Pages: 23
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer - Title(s): Partner - Limited General Individual Attorney in Fact Trustee Guardian of Conservator Other: Signer is Representing:	Signer's Name: Corporate Officer – Title(s): Partner – Limited General Individual Attorney in Fact Guardian of Conservator Other: Signer is Representing:

©2017 National Notary Association

	Shirley E. Watson
	Shirley E. Watson, Property Owner
STATE OF FLORIDA	
COUNTY OF ESCAMBIA	
The foregoing instrument was a	cknowledged before me this f day of
December, 20 17 by s	hirley E. Watson, Property Owner. She () is personally
known to me or () has produced	
Notery Public State of Florida Nicholas W Jordan My Commission GG 149153 (Netare Seal Expires 10/08/2021	Signature of Notary Public Molas Johan Printed Name of Notary Public

For Recipient(s):

	For Recipient(s): Bobbie Strong, Property Owner
STATE OF Georgia	Bobble Strong, Property Owner
	-
COUNTY OF <u>fultor</u>	_
The foregoing instrument wa	s acknowledged before me this 29 day of
December 2017 b	y Bobbie Strong, Property Owner. She () is personally
known to me or () has produced	Driver's Licuse as identification.
BRITTANY QAHHAAR Notary Public – State of Georgia Fulton County My Commission Expires Jan 5, 2020	Ball Sallae? Signature of Notary Public
(Notary Seal)	
	Printed Name of Notary Public

	Joyce M. Evans, Property Owner
STATE OF <u>California</u>	
COUNTY OF LOS Angeles.	
The foregoing instrument was a	acknowledged before me this (g+n) day of
perember, 20 17 by J	loyce A. Evans, Property Owner. She (Nift) is personally
JANET GISENIA HERNANDEZ RAMOS Commission # 2102476 Notary Public - California Los Angeles County My Comm. Expires Mar 8, 2019 (Notary Seal)	as identification. With G. Herrand Range Signature of Natary Public
	Printed Name of Notary Public

For Recipient(s):

For Recipient(s):

Gregory Evans, Property Owner

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknown	wledged before me this $\underline{\partial n d}$ day of
Decembr, 2017 by Grego	ry Evans, Property Owner. He () is personally
known to me or () has produced	Dluvlu as identification.
Janet Lynn Weston Notary Public State of Florida My Commission Expires 01/25/2018 Commission No. FF 70238	Signature of Notary Public Printed Name of Notary Public

	tolk & Lone
	John E. Evans, Property Owner
STATE OF FLORIDA	
COUNTY OF ESCAMBIA	
The foregoing instrument was ackred to the foregoing inst	n E. Evans, Property Owner. He () is personally
Janet Lynn Weston Notary Public State of Florida My Commission Expires 01/25/2018 Commission No. FF 70238	Signature of Notary Public Jant Lyn Lesta Printed Name of Notary Public

Board of County Commissioners of For:

Date Executed: <u>2/15/2018</u>

Escambia County

By:

ATTEST:

PAM CHILDERS

Clerk of the Circuit Court SEAL SEAL

BCC Approved: 02-15-20/8

Deputy Clerk

Approved as to form and legal sufficiency.

Date:

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



Englewood District

Pearlie Mae Evans, Lorenzo Evans, Betty Grimes, Shirley E. Watson, Bobbie Strong, Joyce A. Evans, Gregory Evans and John E. Evans

2606 North Z Street

Replacement Roof and Storm Shutter Installation

Project Total \$11,057 Grant Total \$5.528



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 \$1,625 executed by Clint A. and Emily P. Harris, and recorded in Official Record Book 7924 at page 1966, 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.

				COUNTY DUNTY, FLO	COMMISSIONERS DRIDA
		By:	umon	J. May, Cha	airman
ATTEST:	Pam Childers Clerk of the Circuit Court				
Ву:		_	Date E	Executed:	
Deputy Clerk	ļ	BCC A	Approved:		
				Approved as to sufficiency. By/Fitte:	form and legal

Escambia County Clerk's Original

5/17/2018.CARIT-2(3)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018051047 6/28/2018 2:41 PM
OFF REC BK: 7924 PG: 1966 Doc Type: L
Recording \$18.50

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)
Clint A. and Emily P. Harris

Address of Property

<u>55 Druid Drive</u>

Pensacola, FL 32507

Property Reference No. **50-2S-30-5060-010-006**

Total Amount of Lien

\$1,625

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.

	Clint A. Harris, Property Owner
	Emily P. Hous
	Emily P. Harris, Property Owner
	Q
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknowled in the control of the contr	nowledged before me this2(
The foregoing instrument was acknowledge.	nowledged before me this fay of Harris, Property Owner. She () is personally known
2	Signature of Notary Public
Notary Public – State of Florida Commission # GG 137287 My Comm. Expires Dec 18, 2021 Borded through National Notary Assn.	Printed Name of Notary Public
	For: Board of County Commissioners of Escambia County
	Jeff Bergosh, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court SFAL Deputy Clerk Deputy Clerk	Date Executed: <u>5/17/8618</u> BCC Approved: <u>05-17-20/8</u>
This instrument prepared by: Max Rogers, AICP, Development Program Manager Neighborhood and Human Services Department Community Redevelopment Agency 221 Palafox Place, Ste. 305 Pensacola, FL 32502	Approved as to form and logal sufficiency. By/l'itles:



Warrington District
Clint A. and Emily P. Harris
55 Druid Drive
Replacement Roof

Project Total \$3,250 Grant Total \$1,625



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 James C. Holley, Jr. and Catherine B. Holley, and recorded in Official Record Book 7894 at page 267, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial, Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial, Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS

		ESCAMBIA COUNTY, FLORIDA	
		By: _	Lumon J. May, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court		Edinon 5. May, Ghairman
Ву: Dep	outy Clerk	_	Date Executed:
			Approved as to form and legal sufficiency. By/Title: Date: 5/2 9/3

Date: 2/16/2018 Verified By (2) AUL

Escambia County Clerk's Original

CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2018033961 5/2/2018 3:14 PM OFF REC BK: 7894 PG: 267 Doc Type: L Recording \$18.50

Records (4-5) 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)

James C. Holley, Jr. and

Catherine B. Holley

Address of Property

210 Berry Road

Pensacola, FL 32507

Property Reference No. 50-2S-30-6090-696-032

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.

	Con B. Halling
	Catherine B. Holley, Property Owner
known to me or has produced FL The foregoing instrument was ackn	S. Holley, Jr., Property Owner. He () is personally \(\rightarrow \) \(\righta
(Notary Seal) MAXWELL ROGERS Notary Public - State of Florida Commission # GG 137287 My Comm. Expires Dec 18, 2021 Borded through National Notary Assn.	Signature of Notary Public Notary Public Notary Public
	Jeff Bergosh, Chairman
AND PAM CHILDERS	Date Executed: 2/15/2018
SFAL By Model Clerk Deputy Clerk	BCC Approved: <u>02-15-20/8</u>
Walling Committee	Approved as to form and legal sufficiency. 21
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	Milliallenca

For Recipient(s):



Warrington District

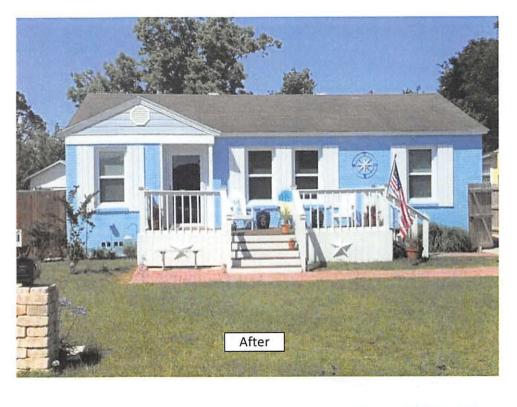
James C. Holley, Jr. and Catherine B. Holley

210 Berry Road

Replacement Windows

Project Total \$12,889

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 \$6,000 executed by Sheri Kennedy, and recorded in Official Record Book 7924 at page 1962, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial, Façade, Landscaping, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial, Façade, Landscaping, and Infrastructure Rehab Grant Program.

		ESCAMBIA COUNTY, FLORIDA
		By: Lumon J. May, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court	
Ву:		Date Executed:
Deputy Clerk		BCC Approved:
		Approved as to form and legal sufficiency. By/Fitte: Date: 5721(9

Escambia County
Clerk's Original
4/17/2018 (APII-1 (H)

CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2018051045 6/28/2018 2:41 PM OFF REC BK: 7924 PG: 1962 Doc Type: L Recording \$18.50

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 **Sheri Kennedy**

Address of Property 203 Bryant Road Pensacola, FL 32507

Property Reference No. 50-2S-30-6090-258-013

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.

St	neri Kennedy, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknowled to me or () has produced The bours	
, p	2/1/2
	Signature of Notary Public
(Notary Public - State of Florida Commission # GG 137287 My Comm. Expires Dec 18, 2021	Printed Name of Notary Public
Bonded through National Notary Assn.	or: Board of County Commissioners of Escambia County
Ву	
·	Jeft/Bergosh, Chairmen
ATTEST: PAM CHILDERS	Date Executed: 4/17/2018
SFAL Deputy Clerk	BCC Approved: 04-17-2018
SEAL Deputy Clerk	A
THE CANADA OF STATE	Approved as to form and legal sufficiency.
William in the	Duran & WIALANA

For Recipient:

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
Sheri Kennedy
203 Bryant Road

Replacement Roof and Sanitary Sewer Connection

Project Total \$12,344 Grant Total \$6,000

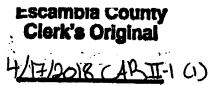


STATE OF FLORIDA COUNTY OF ESCAMBIA

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 \$2,250 executed by Dixie N. Shedd, and recorded in Official Record Book 7932 at page 683, 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.

				COUNTY UNTY, FLO	COMMISSIONEI DRIDA	RS
		Ву:	_umon J	J. May, Cha	airman	
ATTEST:	Pam Childers Clerk of the Circuit Court					
By: Dep	outy Clerk	_		xecuted: pproved:		
				Approved as to sufficiency. By/Fitle:	form and legal	



Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018054981 7/12/2018 11:41 AM
OFF REC BK: 7932 PG: 683 Doc Type: L
Recording \$18.50

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)

Dixie N. Shedd

Address of Property

1317 Poppy Avenue

Pensacola, FL 32507

Property Reference No. 50-2S-30-5000-009-003

Total Amount of Lien

\$2,250 .

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.

	Riske M. Stoda
	Dixie N. Shedd, Pròperty Owner
OF FLORIDA TY OF ESCAMBIA	
<u>гиа СБ</u> , 2018 by Dixie I	cknowledged before me this 22 No day of N. Shedd, Property Owner. She () is personally known C300-174- as identification.
[,] Seal)	Signature of Notary Public Sherry Duffey Printed Name of Notary Public
SHERRY A DUFFEY MY COMMISSION # FF942763 EXPIRES December 10, 2019 IS Fundation/Service com	For: Board of County Commissioners of Escambia County By: Jeff/Bergesh, Chalfman
CHILDERS CHOINTY CO. CHOIN OF the Circuit Court SF.Aby Deputy Clerk	Date Executed: 4/17/2018 BCC Approved: 04-17-20/8
CAMBIA CO.	Approved as to form and legal sufficiency.

By/Title

For Recipient(s):

ATTESTONITY CO. CHERK of the Circuit SEAMBIACO. Deputy Cle 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

STATE OF FLORIDA **COUNTY OF ESCAMBIA**

to me or (___

(Notary Seal)



Barrancas District
Dixie N. Shedd
1317 Poppy Avenue
Replacement Roof
Project Total \$4,500
Grant Total \$2,250



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 \$3,425 executed by **Dovie S. Soloe**, and recorded in Official Record Book 7918 at page 147, 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.

				COUNTY DUNTY, FLO	COMMISSIONERS DRIDA
		By:Lu	ımon	J. May, Ch	airman
ATTEST:	Pam Childers Clerk of the Circuit Court				
By: Deputy Clerk		_ [Date E	Executed:	
		E	BCC A	Approved:	
				Approved as sufficiency. By/Fitle:	to form and legal

Escambla County
Clerk's Original

4/17-Box (AAII-1(5)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018047204 6/15/2018 11:12 AM
OFF REC BK: 7918 PG: 147 Doc Type: L
Recording \$18.50

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) **Dovie S. Soloe**

Address of Property
725 Lakewood Road
Pensacola, FL 32514

Property Reference No. **59-2S-30-1000-014-004**

Total Amount of Lien

\$3,425

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.

STATE OF FLORIDA **COUNTY OF ESCAMBIA** The foregoing instrument was acknowledged before me this 12 to day of , 2018 by Dovie S. Soloe, Property Owner. She (__) is personally known to me or () has produced FL BL EVA, 9-2-23 as identification. Signature of Notary (Notary Seal) Printed Name of Notary Public For: Board of County Commiss Escambia Coun By: Date Executed: 4/17/2018 ATTEST: **PAM CHILDERS** BCC Approved: _ Approved as to form and legal sufficiency. Sherry Duffey, Development Program Manager Neighborhood and Human Services Department Community Redevelopment Agency

For Recipient(s):

Dovie S. Soloe, Property Owner

221 Palafox Place, Ste. 305 Pensacola, FL 32502



Barrancas District

Dovie S. Soloe

725 Lakewood Road

Replacement Roof and Total Electrical Rewiring Upgrade

Project Total \$6,850

Grant Total \$3,425



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 \$5,720 executed by Samantha G. Taylor, and recorded in Official Record Book 7924 at page 1964, 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

Approved as to form and legal

Escambia County Clerk's Original

CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2018051046 6/28/2018 2:41 PM OFF REC BK: 7924 PG: 1964 Doc Type: L Recording \$18.50

الم المحال المح

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

Lien Agreement

Applicant Name Samantha G. Taylor Address of Property

<u>535 South First Street</u>

Pensacola, FL 32507

Property Reference No. <u>51-2S-30-7062-010-036</u>

Total Amount of Lien

\$5,720

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.

		V
STATE OF FLORIDA		
COUNTY OF ESCAMBIA		. 2. 4
The foregoing instrument was ackn		ed before me this day of aylor, Property Owner. She () is personally
known to me or (\checkmark) has produced \checkmark (\checkmark)	Duver	as identification.
<u></u>		7/2/2
		Signature of Notary Public
MAXWELL ROGERS New York Control of Control	m	ANGELL POGERS
Commission # GG 137287 My Comm. Expires Dec 18. 2021		Printed Name of Notary Public
Borded through Netional hotary Assn.		. 1
	-	2/1/2/1//
	For:	Board of County Commissioners of Escambia County
		Listanda young
	Ву: _	
		Jeff Bergosh, Chairman
ATTEST: PAM CHILDERS		Date Executed: 4/17/2018
Clerk of the Circuit Court		Date Executed: 4/17/2018 BCC Approved: 04-17-2018
SEAL Deputy Clerk	<u>u</u>	
SFAL Deputy Clerk		
		Approved as to form and legal
MBIA CO CONTRACTOR OF THE PROPERTY OF THE PROP		sufficiency.
Million.		n my X d II I All SMC A

For Recipient:

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

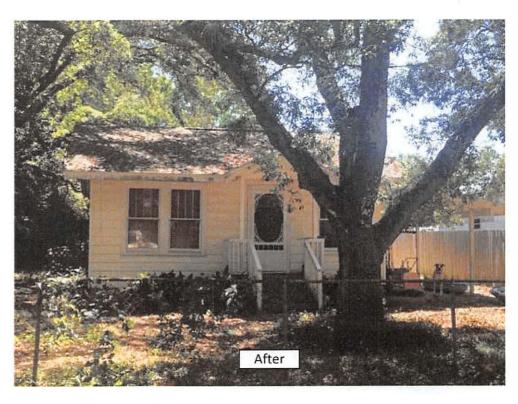
7



Warrington District
Samantha G. Taylor
535 South First Street

Replacement Roof and Total Electrical Rewiring Upgrade

Project Total \$11,440 Grant Total \$5,720



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 Willard C., Jr. and Mary Jane Turner, and recorded in Official Record Book 7915 at page 444, 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

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

Escambla County Clerk's Original

3/15/2018 (APII-3(2)

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

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

CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2018045569 6/11/2018 2:42 PM OFF REC BK: 7515 PG: 444 Doc Type L

Recording \$18.50

Lien Agreement

Applicant Name(s)
Willard C., Jr. and Mary Jane Turner

Address of Property

104 Payne Road

Pensacola, FL 32507

Property Reference No. **50-2S-30-6090-321-016**

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):
	Willard C. Former Di
	Willard C. Turner, Jr., Property Owner
	Marine Co
	Mary Jane Turner, Property Owner
	M
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknown to me or has produced FL	owledged before me thisday of Turner, Jr., Property Owner. He () is personallybures &c as identification.
The foregoing instrument was acknown to me or (1) has produced FL	owledged before me this day of ne Turner, Property Owner. She () is personally as identification.
	$\Omega \Lambda \Lambda \Lambda \Lambda$
,	Single of Aldrid Dublic
	Signature of Notary Public
(Notary Seal) MAXWELL ROGERS Notary Public - State of Florida	MAXINFALL PUBERS
Commission & GG 13728/	Printed Name of Notary Public
My Comm. Expires Dec 18, 2021 Bonded through National National Asset	
Transition .	1 /2 220
	For: Board of County Commissioners of
	Escambia County///////
	By://////////////////////////////////
	Jeff Bergøsh, Chairman
ATTESTONITY CO. PAM CHILDERS Clerk of the Circuit Court By Cherk of the Circuit Court Deputy Clerk	Date Executed: 3/15/2018
Sent of the Circuit Court	DEC Approved: 03-15-2018
SEA By Moderallander	slen
Deputy Clerk	
AMBIACO (IN)	Approved as to form and legal
This instrument aronamed by:	sufficiency
This instrument prepared by: Max Rogers, AICP, Development Program Manager	By/Title: Ollas HCT
Neighborhood and Human Services Department Community Redevelopment Agency	Date: 2 10
221 Palafox Place, Ste. 305	, .
Pensacola, FL 32502	



Warrington District

Willard C., Jr. and Mary Jane Turner

104 Payne Road

Replacement Windows and Storm Shutter Installation

Project Total \$14,073 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 \$5,214 executed by Kenneth R. and Bonnie B. Wooten, and recorded in Official Record Book 7939 at page 616, 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

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

Escambla County Clerk's Original

2/15/2018 (ARTI-10) Escambia County Community Redevelopment Agency (3-6) Residential Rehab Grant Program

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

Lien Agreement

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018058779 7/26/2018 10:36 AM
OFF REC BK: 7939 PG: 616 Doc Type. L
Recording \$18.50

Applicant Name(s)
Kenneth R. and
Bonnie B. Wooton

Address of Property

2255 Berg Street

Pensacola, FL 32514

Property Reference No. <u>18-1S-30-1201-050-004</u>

Total Amount of Lien

\$5,214

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):
	Kirmin R. Modein
	Kenneth R. Wooton, Property Owner
	Sorace DWOOTEN
	Bonnie B. Wooton, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was ackn <u>January</u> , 2018 by Kenneth known to me or (X) has produced <u>Flo</u>	R. Wooton, Property Owner. He () is personally
The foregoing instrument was ackn	nowledged before me this toth day of
<u>Σαημαζα</u> , 2018 by Bonnie E known to me or (<u>X</u>) has produced <u>Flo</u> :	B. Wooton, Property Owner. She () is personally as identification.
	/ /
Notary Public State of Florida Nicholas W Jordan	1 whl W. Mr.
My Commission GG 149153 Expires 10/08/2021	Signature of Notary Public
(Notary Seal)	Nicholas Jardan
(,	Printed Name of Notary Public
	For: Board of County Conimissioners of
	Escambia/County/////
	By:
	Jeff Bergosh, Chairman
ATTESTIMA PAM CHILDERS	Date Executed: 3/15/2018
ATTESTIME, PAM CHILDERS COUNTY COLUMN CHILDERS COUNTY COLUMN CHILDERS COLUMN CHILDRES	BCC Approved: 02-15-20/8
SFAL By Deputy Clerk	Land
Maja Go	Approved as to form and legal
This instrument prepared by:	sufficiency.
Nick Jordan, Safe Neighborhood Coordinator	BUTTIALS LANT OF VSHAF

ATTESTIME PAM CHILDERS

COUNTY CO. Clerk of the Circuit Court

SHAL BY Deputy Clerk

Deputy Clerk This instrument prepared by: Nick Jordan, Safe Neighborhood Coordinator Neighborhood and Human Services Department Community Redevelopment Agency 221 Palafox Place, Ste. 305 Pensacola, FL 32502



Atwood District

Kenneth R. and Bonnie B. Wooton

2255 Berg Street

Replacement Windows and Storm Shutter Installation

Project Total \$10,429

Grant Total \$5,214





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance 3.

Community Redevelopment Agency

Meeting Date: 08/01/2019

Issue: Approval to Issue Fiscal Year 2019 Purchase Orders in Excess of

\$50,000 to Chavers Construction, Inc.

From: TONYA GREEN, Neighborhood & Human Services Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Fiscal Year 2019 Purchase Orders in Excess of \$50,000 to Chavers Construction, Inc. - Tonya Green, Neighborhood & Human Services Department Director

That the Board approve the issuance of two Purchase Orders to Chavers Construction, Inc. in excess of \$50,000 for sidewalk projects located the the Palafox Redevelopment Area, for the following:

A. Approve the Chantilly Way Sidewalk Project in the amount of \$175,368.62, to include but not limited to approximately 2300 linear feet of sidewalk, driveway entrances replacement, utility relocation, excavation, and sod replacement within the rights-of-way;

- B. Approve the Erress Boulevard, Diego Circle, and Rochelle Drive Sidewalk Projects in the amount of \$255,705.75, to include but not limited to approximately 4000 linear feet of sidewalk, driveway entrances replacement, utility relocation, excavation, and sod replacement within the rights-of-way; and
- C. Authorize the County Administrator to sign the Purchase Orders and any other related documents necessary to implement the aforemention Sidewalk Projects.

[Funding Source: Fund 151, CRA Palafox Redevelopment, Cost Center 370115]

BACKGROUND:

The issuance of two purchase orders will provide connectivity and complete street accessibility for the Palafox Redevelopment Area communities. Funds have been budgeted in this fiscal year 2019. These additional sidewalk amenities along with streetlights would enhance the safety and walkability for the citizens funded through the County's Palafox CRA.

BUDGETARY IMPACT:

FUnds are available in Fund 151, Palafox CRA, Cost Center 370115.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, CRA staff will coordinate with Office of Purchase to transmit a Purchase Order to implement sidewalk projects.

Attachments

<u>Chantilly Way Sidewallk Proj_Aug2019</u> <u>ErressBlvd,DiegoCir,Rochelle SIdewalk Proj_Aug2019</u>

Escambia County Public Works Department Engineering Division 3363 W. Park Place Pensacola, Florida 32505

	CAPITA	AL IMPROVEME	NT PROJECTS - REQUEST FOR FUNDS	(RFF)			
Project Name:	Chantilly Way Sidev	walks Project					
Project ID:	ENG 2010				THE RESERVE TO SERVE		
Location:	Chantilly Way at Ma		enue				
Project Manager: Date:	Thomas TJ Williams 7/9/2019	S			-		
This section to be completed	d by Project Managers:					-	
			SCRIPTION OF REQUEST				
This RFF is for Chave	ers Construction to	perform cons	struction activities related to the 0	Chantilly	Way Sidewa	lks pro	oject.
Elements of the proje	ct include but are n	ot limited to;	Approximately 2300 lineal feet o	f sidewa	alk, driveway	entran	ce
replacement, utility re	location, excavation	n, and sod re	placement within the right-of-way	/. Total	days requeste	ed for	this project
are 120 days. Total to	inds requested are	\$175,368.62	. (lowest bidder accepted) This is	a CRA	A funded proje	ct.	
Attached backup documenta	ation		_page (s).				
RFF/NTP Start Date	reased by	NTP	or Upon Issuance of Notice to Proceed				
Time shall be increased/dec	reased by	120 NTP + 120	_ calendar days. Completion date				
		1411 - 120	_Completion date		Obligated		Required
Balance of CIP Project							
	Anne de la constante de la con						
Funds for Original Construct Funds for Construction CO#				\$	175,368.62	\$	175,368.62
Contract PD 16-17.	A STATE OF THE STA	Contractor	Chavers Construction				
		Contractor	Chavers Construction				
Funds for Original Task Orde	er						
Funds for Addendum # Task Order PD					STALL SHE	1001	Harris Swanish
Task Order PD		Consultant					
Funds for Original Work Ord	ler						
Funds for Change Order #				0,800			
Contract PD							
Funds for Contingency		Consultant					
Funds for Permit Fees		Agency		Service.			
Funds for Land Purchases		Owner					
Tunds for Early Furchases		Owner				_	
Funds for Title Work		Company					
Contract PD		Contractor					
Funds for						1554	
New Balance of CIP Project	et			\$	(175,368.62)	\$	(175,368.62)
			igned by Thoamas				
	loca	Williams					
	Jag.		9.07.09 15:03:30				
PM:		-05'00'					

Deputy Division Manager: LARA LONG
Digitally signed by CLARA LONG
DN: cn=CLARA LONG, on=COMMUNITY REDEVELOPMENT
AGENCY, on=ESCAMBIA COUNTY,
enable-fidongemyescambia com, c=US
Date: 2019.07.09 17.08:11-0500 Manager: Accountant: County Engineer:

H:\ENG\FileSystem\Projects\C\Chantilly Way Sidewalks\Funding\Construction\RFF

Fund 151

CC 37015 PalafoxCla

Dist.3

Escambia County Public Works Department Engineering Division 3363 W. Park Place Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

1.) Date: 7/9/2019
2.) Project name: Chantilly Way Sidewalks Project
3.) Contract No: <u>16-17.081 3H</u>
4.) Description of Services to be Performed: This RFF is for Chavers Construction to perform construction activities related to the Chantilly Way Sidewalks project. Elements of the project include but are not limited to; Approximately 2300 lineal feet of sidewalk, driveway entrance replacement, utility relocation, excavation, and sod replacement within the right-of-way. Total days requested for this project are 120 days. Total funds requested are \$175,368.62. (lowest bidder accepted) This is a CRA funded project.
5.) Negotiated Cost of Construction: \$ (175, 368.62)
6.) Location Work is to be Performed:
7.) Period of Time Services are to be Accomplished: Starting Date of Work: NTP or Upon Issuance of Notice to Proceed Days to Complete 120 Completion Date of Work NTP + 120
Schedule for Work Requested and Received Digitally signed by Thoamas Williams Date: 2019.07.09 Date:
15:04:05 -05'00'
Work Order Approved
Date:
Division Chief
Negotiated Work Order Accepted Contractor Representative Date: 7-9-19
Work Order Completed
Contractor Representative Date:

	PD16-17.081 General Paving and Drainage Pricing Agreement			B&W U	tilities Inc.	Chavers Co	onstruction, Inc.		lle Grading & ing, Inc.	Roads.	Inc. of NWF	Site and	d Utility, LLC
	Valid From December 1, 2018 to November 30, 2019									House	inc. or item	Otto unit	ounty, and
02100- 0010	Mobilization, 31 - 45 Miles	1	EA	\$3,000.00	\$3,000.00	\$2,750.00	\$2,750.00	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
03100- 0010	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	4800	SY	\$2.50	\$12,000.00	\$2.45	\$11,760.00	\$2.00	\$9,600.00	\$2.00	\$9,600.00	\$2.00	\$9,600.00
03100- 0010	Remove Shrubs	27	EA	\$25.00	\$875.00	\$30.11	\$812.97	\$20.00	\$540.00	\$20.00	\$540.00	\$50.00	\$1,350.00
03100- 00114	Replace Large Mailbox with approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	14	EA	\$300.00	\$4,200.00	\$275.00	\$3,850.00	\$350.00	\$4,900.00	\$275.00	\$3,850.00	\$300.00	\$4,200.00
03100- 0011	Relocate existing standard mailbox	14	EA	\$150,00	\$2,100.00	\$150.00	\$2,100.00	\$150.00	\$2,100.00	\$125.00	\$1,750.00	\$100.00	\$1,400.00
04100- 0010	Earthwork Excavation by machine	0	CY	\$5.50	\$0.00	\$6.00	\$0.00	\$4.90	\$0.00	\$5.00	\$0.00	\$6.00	\$0.00
04100- 00104	Earthwork Borrow (Fill), FDOT Specification 120-2.2.2	0	CY	\$12.50	\$0.00	\$12.75	\$0.00	\$11.50	\$0.00	\$11.50	\$0.00	\$9.00	\$0.00
04100- 00106	Earthwork Establishing Grade, County Specs 2300	4572	SY	\$1.85	\$8,458.20	\$1,90	\$8,686.80	\$1.50	\$6,858.00	\$1.45	\$6,629.40	\$1.50	\$6,858.00
06200- 0011	4" Sand Clay Base, Driveways only	1000	SY	\$7.50	\$7,500,00	\$7,00	\$7,000,00	\$5.25	\$5,250,00	\$6.50	\$6,500.00	\$7.00	\$7,000.00
07400- 0010	Relocate Traffic Signs	7	EA	\$50.00	\$350.00	\$40,00	\$280.00	\$30.00	\$210.00	\$37.00	\$259.00	\$50.00	\$350.00
08100- 00102	FDOT Type B curb, FDOT Index 300	500	LF	\$15.00	\$7,500.00	\$14.50	\$7,250.00	\$14.90	\$7,450.00	\$14.25	\$7,125.00	\$15.00	\$7,500.00
08200- 00102	LONGER RECORD A SECURIO SOCIETA SECUCIONA SECU	1000	SY	\$34.50	\$34,500,00	\$32.00	\$32,000.00	\$33.00	\$33,000.00	\$32.00	\$32,000.00	\$31.00	\$31,000.00
08300- 00104	5' Fiber Reinforced Concrete Sidewalk, over 80lf	2080	LF	\$19.00	\$39,520.00	\$18.65	\$38,792.00	\$18.70	\$38,896.00	\$18.95	\$39,416.00	\$18.50	\$38,480.00
08300- 00106	6' Fiber Reinforced Concrete Sidewalk, over 70lf	171	LF	\$24.00	\$4,104.00	\$22.75	\$3,890.25	\$23.00	\$3,933.00	\$22.70	\$3,881.70	\$22.00	\$3,762.00
08300- 00107	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	6	EA	\$800.00	\$4,800.00	\$750.00	\$4,500.00	\$800.00	\$4,800.00	\$750.00	\$4,500.00	\$800.00	\$4,800.00
08300- 00108		50	SF	\$100.00	\$5,000.00	\$43.50	\$2,175.00	\$45.00	\$2,250.00	\$43.25	\$2,162.50	\$200.00	\$10,000.00
09100- 00907		4	EA	\$2,400.00	\$9,600.00	\$1,900.00	\$7,600.00	\$4,240.00	\$16,960.00	\$2,500.00	\$10,000.00	\$3,500.00	\$14,000.00
11400- 00102		8	EA	\$315.00	\$2,520.00	\$325.00	\$2,600.00	\$477.00	\$3,816.00	\$350.00	\$2,800.00	\$350.00	\$2,800.00
11400- 00103	Relocate Water Meter	6	EA	\$315.00	\$1,890.00	\$325.00	\$1,950.00	\$583.00	\$3,498.00	\$325.00	\$1,950.00	\$350.00	\$2,100.00
13100- 00101	Centipede Sod, Staked	500	SY	\$3.00	\$1,500.00	\$2.55	\$1,275.00	\$2.80	\$1,400.00	\$2.30	\$1,150.00	\$3.50	\$1,750.00
13100- 00102	Centipede Sod, Staked		Roll	\$100.00	\$0.00	\$130.00	\$0.00	\$29.00	\$0.00	\$75.00	\$0.00	\$40.00	\$0.00
13100- 00103	St Augustine Sod, Staked	4500	SY	\$4.50	\$20,250.00	\$4.65	\$20,925.00	\$5.45	\$24,525.00	\$5.25	\$23,625.00	\$5.00	\$22,500.00
13300- 00102	Silt Fence Type IV	1000	LF	\$4.25	\$4,250.00	\$4.25	\$4,250.00	\$4.25	\$4,250.00	\$4.50	\$4,500.00	\$4.25	\$4,250.00
13300- 00107	Synthetic Erosion Control Waddles	120	LF	\$20,00	\$2,400.00	\$4.25	\$510.00	\$10.00	\$1,200.00	\$9.00	\$1,080.00	\$10.00	\$1,200.00
13300- 00108	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$1,250.00	\$1,250.00
13400- 00103	Project Mowing, Maintenance, Litter Control, etc.	1	AC	\$95,00	\$95.00	\$150.00	\$150.00	\$100.00	\$100.00	\$100.00	\$100.00	\$300.00	\$300.00
14100- 00101	4' Chain Link Fence	80	LF	\$11.00	\$880.00	\$11.00	\$880,00	\$9.54	\$763.20	\$9.90	\$792.00	\$11.00	\$880.00
14300- 00101	Wood Split Rail Fence	60	LF	\$11.00	\$660.00	\$10.50	\$630.00	\$10.34	\$620.40	\$10.50	\$630.00	\$18.00	\$1,080.00
14300- 00102	6' Wood Fence (Non alternating Vertical Boards)	80	LF	\$12.00	\$960.00	\$11.50	\$920.00	\$13.73	\$1,098.40	\$11.50	\$920.00	\$18.00	\$1,440.00
14400- 00101	Remove Existing 6' Wood Fence	80	LF	\$3.00	\$240.00	\$3.00	\$240.00	\$5.30	\$424.00	\$3.00	\$240.00	\$4.00	\$320.00
14400- 00102	Remove Existing Split Rail Fence	60	LF	\$3.00	\$180.00	\$2.25	\$135.00	\$5.30	\$318.00	\$3.00	\$180.00	\$4.00	\$240.00
14400- 00103	Remove Existing Chain Link Fence	200	LF	\$3.00	\$600.00	\$3.00	\$600.00	\$5.30	\$1,060.00	\$3.00	\$600.00	\$4.00	\$800.00
14500- 00107	End/Pull Post, Wood Post, 6' Wood Fence	2	EA	\$40.00	\$80.00	\$34.00	\$68.00	\$13.78	\$27.56	\$60.00	\$120.00	\$35.00	\$70.00
16300- 00101	Azaleas, minimum 3 gallon container	30	EA	\$25.00	\$750.00	\$25.00	\$750.00	\$26.50	\$795.00	\$25.00	\$750.00	\$40.00	\$1,200.00
		Sub Totals		200000000000000000000000000000000000000	\$181,562.20		\$170,430.02		\$185,342.56		\$171,550.60		\$185,480.00
07900- 00100	MOT Based on section 07900-00100 and sub total of projec			1000	\$6,000.00		\$1,500.00		\$5,500.00		\$5,500.00		\$5,500.00
01100- 00100		4		Section 1	\$3,516.79		\$3,438,60		\$2,194.69		\$1,859.03		\$4,774.50
		Grand Total			\$191,078,99		\$175,368.62		\$193,037.25		\$178,909.63		\$195,754.50
	Balance of Line (may not exceed 25% of total cost		Units		\$101,070,09		\$170,000.02		\$100,001.20		\$170,505.03		\$100,704.00
	Revised Grand Total with BOL	3 733	Oille	STEEL ST	Mary Street Street Street		\$175,368.62		\$193,037.25		\$178,909.63		\$195,754.50

	PD16-17:081 General Paving and Drainage Pricing Agreement			Alsouth C	Alsouth Construction		DESCRIPTION OF STREET	Change Cone	Out the same of th	Gulf Atlantic Constructors,		Gulf Marine Construction,		Heaton Brothers		1 10000	Manage	Andle Busines	Panhand	Panhandle Grading &	Principle Bronadian Inc	orașias loc	Boards Inc. of	The ord 1946	Alle and little 11 C	93	HIIIIV Secolose Co. Inc.	3
	Valid From December 1, 2018 to November 30, 2019									-	-		1				-			-		the same of	NORTH BUT		-			
02100-00103	Mobilization, 31 - 45 Miles	-	43	\$4,000,00	\$4,000.00	00 000 13	\$3,000.00	\$2,750,00	\$2,750.00	\$4,200.00	\$4,200.00 \$4	\$4.500.00 \$4	\$4,500.00 \$7,000.00		\$7,000.00 \$3,600.00	\$3,600,00	00 \$2,800.00	\$2,800.00	\$3,200,00	\$3,200.00	\$4,000,00	\$4,000,00	\$2,500,00	\$2,500.00	\$3,000.00	\$3,000,000	23,500 00	\$3,500,00
03100-00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per Courty Specifications 2230	4800	ÀS	0) (1	\$17,280.00	82.80	812 000 00	12.45	811,760,00	-	L	-				45 \$11,760.00					52.50	\$12,000.00	12 00		\$2.00	29 600 00		\$12,480.00
03100-00103	Remove Shruts	22	23	\$24.50	\$661.50	123.00	5875.00	11003	1812.97	\$52.50	L	\$50.00		\$75.00	\$2,025.00	l	00 \$88 00		\$20.00	\$540.00	\$30.00	\$310.00	\$20.00	00.0953	\$50.00	\$1,350,00	\$20.00	\$540.00
91100-00110	Replace Large Mailbox with approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	**	3	2550 00	\$7,700.00	1300 000	\$4,200,00	1275.00	E3.850.00	\$575.00	\$4.050.00			1112		14 200 00				\$4,900,00	\$1,200.00	\$16,800,00	\$275.00	\$3,850.00	2300.00		278.00	\$3,892.00
03100-00115	Relocate existing standard malbox	14	3	\$150.00	\$2,100.00	2000000	\$2,100.00	\$150.00	\$2,100.00	\$185.00	L		\$3,500.00 \$50	L	\$7,000.00 \$150.0				_	\$2,100.00	\$500 00	\$7,000,00	\$125.00	\$1,750.00	\$100.00	\$1,400.00	260.00	\$840.00
04100-00101	Earthwork Excavation by machine	0	5	26.80	20.00	88.80	20.00	26.00	80.00	\$5.80	20.00		1000	19.00	10 00 16 00	00'0\$	00 \$6.50		\$4.80	\$0.00	\$5.50	\$0.00	\$6.00	\$0.00	\$6.00	20.00	\$8.00	20.00
04100-00104	Earthwork Borrow (Filt), FDOT Specification 120-2.2.2	0	ئ	\$13.50	20.00	102.00	80.00	\$12.75	\$0.00	\$21.00					\$0.00			10 00	L	\$0.00	\$12.00	20 00	\$11.50	20.00	\$9.00	\$0.00	\$18.00	20 00
04100-00106	Earthwork Establishing Grade, County Space 2300	4572	57	\$2.25	\$10,287.00		Contract of	1000	00.000.00	Ī		516		-	L				П	16,656.00	\$2.00	\$9,144.00	\$1.45	\$6,629.40	\$1.50	\$6,858.00		\$13,716.00
06200-00111	4" Sand Clay Base, Driveways only	1000	SY	26.95	\$6,950.00	87.50	17 500 50	17,00	\$7,000.00		L		L							\$5,250.00	\$7.00	\$7,000,00	\$6.50	\$6,500.00	l			19,000.00
07400-00101	Relocate Traffic Signs	1	2	\$43.00	\$30100	850.00	\$350 00	240 000	\$260.00	\$39.40	\$275.80		L		L		00 838.50		ľ	\$210.00	\$40.00	\$280.00	\$37.00	\$259.00	L	L		\$280.00
08100-00102	FDOT Type B curt, FDOT Index 300	900	17	\$17.50	\$8,750.00	\$15.00	\$7,500.00	\$14.50	\$7,250.00	-				-						\$7,450.00	\$17.00	\$8,500 00	514.25	\$7,125.00	\$15.00	\$7,500,000	\$25.00	\$12,500.00
08200-00102	4" Fither Reinforced Concrete Driveway, over 50sy	1000	SY	\$39.00	\$39,000,00	534.50	\$34,500.00	\$32.00	\$32,000.00	\$47.25	\$47,250.00	\$47.00	\$47,000,000 \$4		\$48,000,00 \$37.0	\$37,000.00	00 \$34.00	\$34,000,00		\$33,000,00	\$30.00	\$30,000,00	\$32.00	\$32,000.00	L	ı		45,000.00
08300-00104	5' Fiber Reinforced Concrete Sidewalk, over 808	2080	5	\$21.50	\$44,720.00	00010	\$39,500.00	315 65	\$38,792.00						L				\$18.70	\$38.898.00	\$19.50	\$40.560.00	\$18.95	\$39,416.00		l		\$52,000.00
00300-00106	6 Fiber Reinforced Concrete Sidewalk, over 70#	171	67	\$25.50	\$4,360.50	100000	\$4,104.00	\$72.75	\$3,800.25		L		L						L	\$1,933.00	\$23.50	\$4,018.50		\$3,681.70	\$22.00	L		\$5,130.00
06300-00107	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304		73	2880 00	\$5,280.00	1800.00	\$4,500.00	\$750,00	8	\$790.00	\$4,740.00 \$1.		Ĺ		0	L	00 \$650.00	L		\$4,800.00	\$1,000,00	\$6,000,00	\$750.00	\$4,500.00	\$500.00	5		\$3,100.00
08300-00108	Detectable Handcap Warning Mat, FDOT Index 304	00	28	\$188.00	\$9,400,00	\$100.00	\$6,000.00	\$43.50	\$2,175.00	\$39.40	\$1,970.00		\$6,000,00 \$22	\$220.00 \$11,0	11,000 00 \$50.00	L	\$20.35		\$45.00	L	\$45.00	\$2,250.00	\$43.25	\$2,162.50	\$200.00	10,000.00	\$400.00	\$20,000.00
09100-00907	Remove and Replace County Type A Inlet Top	,	EA	\$2,975.00	\$11,900.00	\$2,600.00	\$8,500,000	\$1,800.00	\$7,600.00	\$1,630.00	\$6,520.00	\$30,000	\$3,200.00 \$3,800.00		\$15,200.00 \$2,750.00	\$11,000.00	00 000 00	\$25,600,00	\$4,240,00	\$16,960.00	\$2,500.00	\$10,000.00	\$2,500.00	\$10,000.00	13,500.00	\$14,000.00 \$4	14,500.00	\$18,000.00
11400-00102	Adjust Water Valve, includes all appurtenances for adjustment to final grade	*	23	\$542.41	\$4,339.28	000000	\$2,520,00	2225.00	L					No Elect	-					\$3,816.00	2500 00	\$4,000,00	\$350.00	\$2,800.00	\$350.00	\$2,800.00	No Bid	No Bid
11400-00103	Relocate Water Meter	9	2	12385.57	\$2,313.42	\$315.00	\$1,390,00	\$325.00	\$1,950.00	\$420.00	\$2,520.00	\$200,000	\$3,000.00 \$50	\$500.00	24.800.00 \$400.00	\$2,400.00	-	\$2,772.00	\$583.00	\$3,498.00	\$350.00	\$2,100.00	\$325.00	21,950.00	\$300.00	\$2,100.00	\$350.00	\$2,100.00
13100-00101	Centipede Sod, Staked	200	25	\$3.10	\$1,550.00	22.00	\$1,500.00	12.00	81,275.00		L							10		\$1,400.00	\$2.66	\$1,425.00	\$2.30	\$1,150.00	\$3.50		23.00	\$1,500.00
13100-00102	Centpede Sod, Staked	STATE STATE OF	Roff	\$22.50	20.00	8100 000	80.00	\$130.00	\$0.00	\$90.00	L		\$10.00	1150.00	L		00.001\$ 00		\$29.00	\$0.00	\$2.75	00 05	\$75.00	20.00	\$40.00			\$0.00
13100-00103	St Augustine Sod, Staked	4500	57	\$5.17	\$23,265.00	54.00	\$20,280.00	24 60	\$20,925.00	\$5.50	224,750.00	ľ		\$6.00 \$27.0		\$24,750.00		\$22,500.00	\$5.45	\$24,525.00	24.00	\$18,000,00	\$6.25	\$23,625.00	\$5.00	22,500 00		\$18,000.00
13300-00102	Sit Fence Type IV	1000	2	24.88	\$4,650.00	10.00	\$4,260.00	24.20	\$4,250.00		\$5,750.00	26.00	\$ 00.000.00		\$6,000,000 \$5,000	ı				\$4,250.00	26.00	\$6,000.00	\$4.50	\$4,500.00	14.20	\$4,250.00		\$8,000,00
13300-00107	Synthetic Erosion Control Waddles	120	- 17	\$7.50	\$900.00	\$20.00	\$2,400.00	24.20	\$610.00	\$7.50	\$300.00		\$1,200.00 \$1	\$15.00 \$1.8	\$1,800.00 \$12.00	\$1,440.00	00 \$\$	2600 00	\$10.00	\$1,200.00	\$25.00	\$3,000,00	00 65	\$1,080.00	\$10.00	\$1,200.00		\$1,200.00
13305-00108	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.		23	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	00 575,18	\$1,575.00 \$1,4	11,400.00 \$1.	-	12,200.00 \$2.2		\$1,250.00	228			\$1,500.00	\$1,200.00	\$1,200.00	\$1,400,00	\$1,400.00	81,250.00	\$1,250.00	00 000	\$500.00
13400-00103	Project Mowing Maintenance, Litter Control, etc.		AC	\$2,750.00	\$2,750.00	200.000	200.000	\$150.00	L	2500.00	\$500.00	\$ 000 000\$	\$550.00 \$1,000.00		\$1,000 00 \$350.00		00 000\$	00 009\$	\$100.00	\$ 100.00	\$250.00	\$250.00	\$100.00	\$100.00	2300.00	\$300.00	\$250.00	\$250.00
14100-00101	4 Chain Link Fence	90	J.	\$10.22	\$817.60	811.00	\$300.00	\$11,00	8	28.80										\$763.20	\$11.00	\$880.00	06'6\$	\$792.00	\$11.00	L	\$10.00	\$500.00
14300-00101	Wood Spit Rail Fence	60	17	\$10.75	\$645.00	811.00	30 0895	810.50		\$10.75				\$19.00	\$1,140.00 \$12.00					\$620.40	\$10.00	2600 00	\$10.50	\$630.00	\$18.00		211.00	2000,00
14300-00102	6' Wood Fence (Non attenuating Vertical Boards)	90	11	\$10.75	\$960.00	\$12.00	2000000	\$11.50	\$920.00	\$12.15				\$20.00		\$1,040.00	00 \$14.25	\$1,140.00		\$1,098.40	\$11.00	2880.00	\$11.50	\$920.00	\$18.00		112.00	\$960.00
14400-00101	Remove Existing 6' Wood Fence	- 80	n	\$2.63	\$228.40	00 05	\$240.00	\$3.00		\$4.50		\$5.00	\$400.00		L					\$424.00	\$3.50	\$230.00	\$3.00	\$240.00	\$4.00	\$320.00	\$4.00	\$320.00
14400-00102	Remove Existing Split Rail Fence	60	57	\$2.17	\$130.20	20.00	\$180.00	12.23		\$2.40	ı			\$8 00 88	H		ij			\$318.00	\$3.00	\$180.00	\$3.00	\$180.00	14.00		\$2.25	\$135.00
14400-00103	Remove Existing Chain Link Fence	200	0	\$2.50	\$518.00	53.00	\$600.00	23.00	\$600.00	\$3.40	\$680.00				L	\$700.00	00 \$8 00	\$1,100.00		\$1,060.00	\$3.00	2600.00	\$3.00	\$600.00	\$4.00		23.23	\$650.00
14500-00107	EndPull Post, Wood Post, 6' Wood Fence	2	2	\$20.92	\$41.84	140 00	280.00	234.00	18	\$11.25							I			\$27.56	\$75.00	\$150.00	260 00	\$120.00	\$35.00		112.00	124.00
16300-00101	Azaleas, minimum 3 gallon container	00	EA	\$21.54	1646.20	928 000	\$750.00	125.00	\$750.00	\$23.75	\$712.50		\$1,060,00	\$1.5	\$1,500.00 \$25.00	\$750,00	DO No Bild	A No that	526 50	\$795.00	\$25.00	\$750.00	\$25.00	\$750.00	\$40.00	\$1,200.00	227.00	\$810.00
		Sub Totals			\$217,822.94		8181,982.20	STATE	\$170,430,02	22	229,064.60	\$250	1250,947.00		to that	\$193,928.00	0	No Bad		\$185,342,56		\$198,657.50	1	171,550.60	1	185,480.00		No Bild
07900-00100	MOT Based on section 07900-00100 and sub total of project				\$4,850.00		\$8,000.00	THE REAL PROPERTY.	\$1,500.00		\$5,780.00	314	214,000,00		20.00	\$5,000.00	9	20 00		\$5,500.00		\$10,000,00		\$5,500.00		\$5,500.00		\$0.00
01100-00100	Performance and Payment Bond (Required for projects over \$25,000,00)				\$6,680.19		\$3,516,79	STATE STATE OF	23,438.80		\$5,871.12	\$25	\$5,298.94		to that	\$3,978.56	9	No Bad		\$2,194.69		\$208,657.50		\$1,859.03		\$4,774.50		No Bas
		8			\$229,353,13		\$101,678.00		\$176,368.82	23	240,715.72	\$270,	5270,245.94	4	Neo Elec	\$202,906.56	9	Neg Elect		\$193,037.25		\$417,315.00		\$178,909.63	*	195,754.50		No Blid
	Balance of Line (may not exceed 25% of total cost)	400	Units						The state of the s																			

From:

brett@chaversinc.com

To:

Thomas J. Williams; "Ryan Chavers"

Cc:

"Ryan Chavers"

Subject: Date:

RE: Chantilly Way Sidewalks Project Monday, July 08, 2019 3:08:09 PM

TJ.

Chavers Construction respectfully accepts this job.

Thanks Brett

From: Thomas J. Williams <tjwilliams@myescambia.com>

Sent: Friday, July 5, 2019 9:02 AM

To: brett@chaversinc.com; Ryan Chavers (sln.chaversinc@gmail.com) <sln.chaversinc@gmail.com>

Cc: Ryan Chavers (sln.chaversinc@gmail.com) <sln.chaversinc@gmail.com>

Subject: Chantilly Way Sidewalks Project

Brett/ Ryan,

Chavers Construction is the lowest bidder on the Chantilly Way Sidewalk Improvements Project per the current General Paving and Drainage Pricing Agreement PD 16-17.081. Should Chavers accept the offer, the County would like to have the project start in the next 30 days and be complete 120 days after your Notice to Proceed. Please let me know if Chavers would like to perform the services outlined in the attached GPAD. Thank you and I look forward to hearing from you soon.

Thomas "TJ" Williams

ESCAMBIA COUNTY

Project Manager/Utility Coordinator

Engineering Division 3363 West Park Place Pensacola, Florida 32505 O-850.595.3417

M-850.554.1967

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

	Project Name:		ego/Rochelle Sidewalks Pr	oject			
	Project ID: Location:	ENG Erress Bo	ulevard and Massachusett	s Avenue			
	Project Manager: Date:		J Williams				
	Date:	7/18/2019					
	project include bu	ut are not limited to; Approx	form construction activities ximately 4000 lineal feet of	icription of Request related to the Erress Blvd., Diego Cir., a sidewalk, driveway entrance replacemen ays. Total funds requested are \$255,705.	t, utility relocation, exc	avation, and sod repla	acement
		Date creased/decreased by	NTP 150 NTP + 150	page (s). or Upon Issuance of Notice to Proceed calendar days. Completion date	Obligated	Requir	red
	Balance of CIP P	roject				EST BELLISHED	
	Funds for Origina Funds for Constr	al Construction Contract ruction CO#			\$ 255,705	5.75 \$ 25	55,705.75
		16-17.081.31	Contractor	Chavers Construction			
	Funds for Origina					MANAGEMENT	
	Funds for Adden Task Order PD	dum #	Consultant				
	Funds for Origina	al Work Order					
	Funds for Change Contract PD	e Order#	Contractor		CAT SHOP STATE		
	Funds for Conting	nency.		Sense and the se			
			Consultant				
	Funds for Permit		Agency				Carrier Co.
	Funds for Land P	Purchases	Owner		SECRETER		
	Funds for Title W Contract PD	/ork	Company Contractor				
	Funds for	AN ALBERTA DESTRUCTOR DE COMO	- Communication				
	New Balance of	CID Project					
	New Balance of	CIP Project			\$ (255,705)	.75) \$ (25	55,705.75
	Project Manager			Accounting			
	Deputy Division M	Manager					
	Division Manager	wal	ong				
	This section to b	be completed by Adminis	stration to accomplish for	nd transfer:			
	From:	Fund	Project #	Project Name		Amour	nt
	To:	Fund	Project #	Project Name		Amour	nt
Fund 15 CC 37011	1 S Palati	ox CR1			Transfer	\$	
Dist3	H:\ENG\FileSystem\	\Projects\E\Erress Blvd Roch	elle Dr Diego Circle sidewalk	s ENG\Funding\CONSTRUCTION\RFF Form	_07-15-19		
D1240							

Escambia County Public Works Department Engineering Division 3363 W. Park Place Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

1.)	Date: 7/18/2019	
2.)	Project name: Erress/Diego/Rochelle Sidewalk	s Project
3.)	Contract No: 16-17.081 0	
4.)	relocation, excavation, and sod replacement with	roject. Elements of the project include but are sidewalk, driveway entrance replacement, utility
5.)	Negotiated Cost of Construction: \$_\$	(255,705.75)
6.)	Location Work is to be Performed: Erress Boulevard and Massachusetts Avenue	
7.)	Period of Time Services are to be Accomplisher Starting Date of Work: Days to Complete Completion Date of Work NTP + 150	d: r Upon Issuance of Notice to Proceed
Sched	dule for Work Requested and Received	
Projec	ct Manager	Date:
Work	Order Approved	Date:
Divisio	on Chief	
Negot	tiated Work Order Accepted	
Contra	actor Representative	Date:
Work	Order Completed	
Contra	actor Representative	Date:

	PD16-17.081 General Paving and Drainage Pricing Agreement			BAWU	tilities inc.	Chavers Con	struction, Inc.	Roads, I	Inc. of NWF	Site and	Utility, LLC
	Valid From December 1, 2018 to November 30, 2019										
Section Category	Sub-Category Sub-Category	Quantity	Units	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cos
01100-00101	Performance Bond		Per \$1000	\$18.75	\$0.00	\$20.00	\$0.00	\$10.50	\$0.00	\$25.00	\$0.0
02100-00101	Mobilization, 0 - 15 Miles	1	EA	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.
03100-00101	Clearing and Grubbing, per County Specifications 2230	1.6	ACRE	\$5,500.00	\$8,800.00	\$5,700.00	\$9,120.00	\$5,000.00	\$8,000.00	\$6,000.00	\$9,600.
03100-00103	Remove Shrubs	15	EA	\$25.00	\$375.00	\$30.11	\$451.65	\$20.00	\$300.00	\$50.00	\$750.
03100-00109	Remove Sand, Silt, & Vegetation From Existing Stormwater System	400	LF	\$10.00	\$4,000.00	\$12.50	\$5,000.00	\$15.00	\$6,000.00	\$20.00	\$8,000.
03100-00114	Replace Large Mailbox with approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	15	EA	\$300.00	\$4,500.00	\$275.00	\$4,125.00	\$275.00	\$4,125.00	\$300.00	\$4,500.
04100-00101	Earthwork Excavation by machine	1700	CY	\$5.50	\$9,350.00	\$6.00	\$10,200.00	\$5.00	\$8,500.00	\$6.00	\$10,200.0
04100-00108	Remove and Replace Unsuitable Materials	93	CY	\$15.00	\$1,395.00	\$14.55	\$1,353.15	\$13.00	\$1,209.00	\$15.00	\$1,395.
05600- 00101	Lateral pavement patch as per County Detail (Full depth Asphalt)	27	SY	\$50.00	\$1,350.00	\$68.00	\$1,836,00	\$42.00	\$1,134.00	\$45.00	\$1,215.
05600-00104	Remove Existing Asphalt, 1" Average Depth	27	SY	\$2.75	\$74.25	\$2.23	\$60.21	\$2.00	\$54.00	\$3.00	\$81.0
05600-00108	Saw cut Existing Asphalt	48	LF	\$2.20	\$105.60	\$2.00	\$96.00	\$1.90	\$91.20	\$3.00	\$144.0
06200-00111	4" Sand Clay Base, Driveways only	830	SY	\$7.50	\$8,225.00	\$7.00	\$5,810.00	\$6.50	\$5,395.00	\$7.00	\$5.810.
07400-00101	Relocate Traffic Signs	10	EA	\$50.00	\$500.00	\$40.00	\$400.00	\$37.00	\$370.00	\$50.00	\$500.
07400-00102	Stop Sign, R1-1	1	EA	\$210.00	\$210.00	\$200.00	\$200.00	\$215.00	\$215.00	\$235.00	\$235.
08200-00102	4" Fiber Reinforced Concrete Driveway, over 50sy	150	SY	\$34.50	\$5,175.00	\$32.00	\$4,800.00	\$32.00	\$4,800.00	\$31.00	\$4,650.
08200-00104	6" Fiber Reinforced Concrete Driveway, over 30sy	750	SY	\$40.50	\$30,375.00	\$36.90	\$27,675.00	\$37.00	\$27,750.00	\$42.00	\$31,500.
08300-00106	6' Fiber Reinforced Concrete Sidewalk, over 70lf	3992	LF	\$24.00	\$95,808.00	\$22.75	\$90,818.00	\$22.70	\$90,618.40	\$22.00	\$87,824.
08300-00107	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	14	EA	\$800.00	\$11,200.00	\$750.00	\$10,500.00	\$750.00	\$10,500.00	\$800.00	\$11,200
08400-00104	Construct 3' X 6" Spill Way Under 6' Sidewalk	2	EA	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$925.00	\$1,850.00	\$1,250.00	\$2,500.
08500-00103	Remove Existing Concrete, up to 6" thick	251	SY	\$4.95	\$1,242.45	\$5.00	\$1,255.00	\$4.95	\$1,242.45	\$1,250.00	\$1,882
09100-00206	Curb Inlet Top, Type 6	2	EA	\$2,800.00	\$5,600.00	\$3,200.00	\$8,400.00	\$3,200.00	\$6,400.00	\$2,800.00	\$1,882.
09100-00805	Dog House Manhole, 0-6ft depth	1	EA	\$2,855.00	\$2,855.00	\$2,800.00	\$2,800.00	\$2,855.00	\$2,855.00	\$2,300.00	\$2,300.
09100-00904	Reconstruct Inlet Wall	3	SF	\$1,000.00	\$3,000.00	\$7.50	\$22.50	\$1,000.00	\$3,000.00	\$2,300.00	\$2,300.
09100-00907	Remove and Replace County Type A Inlet Top	4	EA	\$2,400.00	\$9,600.00	\$1,900,00	\$7,600.00	\$2,500.00	\$10,000.00	\$3,500.00	
09200-00603	18" RCP Pipe, 0'-6' depth	19	LF	\$35,57	\$675.83	\$36.00	\$684.00	\$36.00	\$10,000.00		\$14,000.
09200-00604	18" RCP Pipe, 6'-12' depth	10	LF	\$39.74	\$0.00	\$42.10	\$0.00	\$42.00		\$38.00	\$722.0
09200-00605	24" RCP Pipe, 0'-6' depth	181	LF	\$46.80	\$8,470.80	\$45.90	- MANUE		\$0.00	\$40.00	\$0.0
09300-00102	18" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$915.00	\$915.00	\$925.00	\$8,307.90	\$45.50	\$8,235.50	\$50.00	\$9,050.0
09300-00103	24" RCP Cross Drain MES, FDOT Index 272, 280	1	EA	\$1,015,00	\$1,015.00	THE PARTY NAMED AND POST OF	\$925.00	\$848.00	\$848.00	\$900.00	\$900.
	24 Not 01000 Drain m.C.O. 1 DOT 1100X 272, 200	-	EA	\$1,015,00	\$1,015.00	\$1,025.00	\$1,025.00	\$1,034.00	\$1,034.00	\$1,000.00	\$1,000.0
11400-00101	Adjust Water Meter, includes all appurtenances for adjustment to final grade	7	EA	\$315.00	\$2,205.00	\$300.00	\$2,100.00	\$325.00	\$2,275.00	\$350.00	\$2,450.
11400-00102	Adjust Water Valve, includes all appurtenances for adjustment to final grade	1	EA	\$315.00	\$315.00	\$325.00	\$325.00	\$350.00	\$350.00	\$350.00	\$350.
11400-00103	Relocate Water Meter	2	EA	\$315.00	\$630.00	\$325.00	\$650.00	\$325.00	\$650.00	\$350.00	\$700.0
11400-00104	Relocate Water Valve	1	EA	\$750.00	\$750.00	\$700.00	\$700.00	\$750.00	\$750.00	\$750.00	\$750.0
13100-00103	St Augustine Sod, Staked	4500	SY	\$4.50	\$20,250.00	\$4.65	\$20,925.00	\$5.25	\$23,625.00	\$5.00	\$22,500.0
13300-00102	Silt Fence Type IV	350	LF	\$4.25	\$1,487.50	\$4.25	\$1,487.50	\$4.50	\$1,575.00	\$4.25	\$1,487.5
13300-00107	Synthetic Erosion Control Waddles	200	LF	\$20.00	\$4,000.00	\$4.25	\$850.00	\$9.00	\$1,800.00	\$10.00	\$2,000.0
	Establish, quantify, and submit an approved erosion control plan prepared by a					44.20	3000,00	\$9,00	\$1,000.00	\$10.00	\$2,000.0
13300-00108	certified technician.	1	EA	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,400.00	\$1,400.00	\$1,250.00	\$1,250.0
13300-00109	Construct Stabilized Gravel Construction Entrance	115	SY	\$15.00	\$1,725.00	\$14.00	\$1,610.00	\$15.00	\$1,725.00	\$15.00	\$1,725.0

13300-001	110	NPDES NOI and NOT Perr disturbed areas over 1.0 A	nit, including SWPPP and monitoring (for use only with cre)	1	EA	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.0
14100-001	1102	6" Chain Link Fence		100	LF	\$13.00	\$1,300.00	\$14.00	\$1,400.00	\$12.90	\$1,290.00	\$16.00	\$1,600.0
14400-001	103	Remove Existing Chain Lin	k Fence	100	LF	\$3.00	\$300,00	\$3.00	\$300.00	\$3.00	\$300.00	\$4.00	\$400.0
15100-001	102	2" Pop up 90 degree spray	Non-Rotating Sprinkler Head	12	EA	\$60,00	\$720.00	\$50.00	\$600.00	\$85.00	\$1,020.00	\$65.00	\$780.
15100-001	1112	Spray Type Sprinkler Head	on Riser	12	EA	\$50.00	\$600.00	\$45.00	\$540.00	\$55.00	\$660,00	\$45.00	\$540.
15100-001	113	Spray Type Sprinkler Head	on Riser on Grade	12	EA	\$52.00	\$624.00	\$45.00	\$540.00	\$55.00	\$660.00	\$45.00	\$540
16300-001	101	Azaleas, minimum 3 gallon	container	30	EA	\$25.00	\$750.00	\$25.00	\$750.00	\$25.00	\$750.00	\$40.00	\$1,200
17100-001	101	Adjust Existing Gas Valve		1	EA	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350
				Sub Totals			\$254,323.43		\$241,691.91		\$247,390.55		\$257,756
07900-001	100		Based on section 07900-00100 and sub total of project				\$8,000.00		\$9,000.00		\$7,000.00		\$7,500
01100-001	100	Performance and	Payment Bond (Required for projects over \$25,000.00)			100000000000000000000000000000000000000	\$4,918.56		\$5,013.84		\$2,671.10		\$6,631
				Grand Total		CONTRACTOR OF	\$267,241.99		\$255,705.75		\$257,061.65		\$271,887
			Balance of Line (may not exceed 25% of total cost)	Qty	Units								
			Balance of Line Total				\$0.00		\$0.00		\$0.00		\$0.
			Additional Performance and Payment Bond			LO DE LOS	\$0.00		\$0.00		\$0.00		\$0
			Revised Grand Total with BOL			termina i	\$267,241.99		\$255,705.75		\$257,061.65		\$271,887