

AGENDA
Escambia County
Community Redevelopment Agency
January 7, 2020–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, December 5, 2019 -Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the December 5, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

III. Budget/Finance

1. Recommendation Concerning the Acceptance of CRA Donation from Gulf Coast Crime Stoppers, Inc. - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept the CRA donation received in the amount of \$12,500 from Gulf Coast Crime Stoppers, Inc. to support 25 LED roadway streetlights for the Oakfield CRA Phase 2 Streetlight Project. This project will provide and enhance safety measures in the Oakfield community.

[Funds will be deposited in Fund 151, CRA Donations, Cost Center 370112]

2. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Clara Long, Interim 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 Loice B. Jackson, owner of residential property located at 202 Edgewater Drive, Warrington Redevelopment District, each in the amount of \$4,766 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;
2. The Agreements between Escambia County CRA and Gilbert J. and Julie K. Sharp, owners of residential property located at 10 Rosea Drive, 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;
3. The Agreements between Escambia County CRA and Kenneth and Susanne Staruk, owners of residential property located at 16 Northwest Gilliland Road, Warrington Redevelopment District, each in the amount of \$2,475 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;
4. The Agreements between Escambia County CRA and Wanda Woods and Freddie L Woods, owners of residential property located at 6214 Vicksburg Drive, Oakfield Redevelopment District, each in the amount of \$3,486 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 David A. York, owner of residential property located at 316 Bryant Road, Warrington Redevelopment District, each in the amount of \$2,675 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

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

3. Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Interim 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 three 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
Patricia A. Finley	304 Southeast Kalash Road	\$6,000
Sean B. Loudon	403 Northwest Syrcle Drive	\$4,795
Amron Properties, LLC	805 Arlington Street	\$2,695

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

IV. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Technical/Public Service 1.

Community Redevelopment Agency

Meeting Date: 01/07/2020

Issue: Community Redevelopment Agency Meeting Minutes, December 5, 2019

From: CLARA LONG, Acting Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, December 5, 2019 -Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the December 5, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On December 5, 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.

Attachments

CRAMinutes_December52019



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
December 5, 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
Jeff Bergosh, Commissioner, District 1
Doug Underhill, Commissioner, District 2
Robert Bender, Commissioner, District 4 - Vice Chair
Steven Barry, Commissioner, District 5 - Chairman

Staff Present: Alison Rogers, County Attorney
Janice P. Gilley, County Administrator
Clara Long, Interim Department Director
Melanie Johnson, Administrative Assistant

Call to Order. @ 9:18 by Chairman Steven Barry

**(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.

Motion made by Commissioner, District 1 Jeff Bergosh, Seconded by
Commissioner, District 4 - Vice Chair Robert Bender with Commissioner May out
of the Chambers

Vote: 4 - 0

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, December 5, 2019 -Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the December 5, 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 1 Jeff Bergosh

Vote: 5 - 0

2 Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for Property Located at 6165 Luther Street - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board rescind, due to the owners' request to terminate the Funding and Lien Agreements, the following Board's action of September 5, 2019, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 6165 Luther Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Daka Choice Properties, LLC, owner of residential property located at 6165 Luther St, Oakfield Redevelopment District, each in the amount of \$3,350, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, Object Code 58301, for a total electrical rewiring upgrade; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Motion made by Commissioner, District 1 Jeff Bergosh, Seconded by Commissioner, District 2 Doug Underhill

Vote: 5 - 0

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Clara Long, Interim Neighborhood & Human Services Department Director

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

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

1. The Agreements between Escambia County CRA and Chad and Catherine Anderson, owners of residential property located at 3 Glendower Court, Warrington

Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof and central heating and air conversion;

2. The Agreements between Escambia County CRA and Tommy Hardin, Sr., owner of residential property located at 203 Crescent Drive, Palafox Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, replacement roof;

3. The Agreements between Escambia County CRA and Viner S. and Robert A. Lewis, owners of residential property located at 24 Archer Avenue, Englewood Redevelopment District, each in the amount of \$3,700, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, central heating and air system conversion;

4. The Agreements between Escambia County CRA and Marian F. Phillips, owner of residential property located at 25 Audusson 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;

5. The Agreements between Escambia County CRA and Evan E. Scott, owner of residential property located at 18 Archer Avenue, Englewood Redevelopment District, each in the amount of \$2,652, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, replacement windows;

6. The Agreements between Escambia County CRA and Alain P. Vachon and Donna T. Englehart, owners of residential property located at 502 Sunset Avenue, Warrington Redevelopment District, each in the amount of \$3,975, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

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

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 1 Jeff Bergosh

Vote: 5 - 0

IV. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance 1.

Community Redevelopment Agency

Meeting Date: 01/07/2020

Issue: Accept CRA Donation from Gulf Coast Crimestoppers, Inc.

From: CLARA LONG, Acting Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of CRA Donation from Gulf Coast Crime Stoppers, Inc. - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept the CRA donation received in the amount of \$12,500 from Gulf Coast Crime Stoppers, Inc. to support 25 LED roadway streetlights for the Oakfield CRA Phase 2 Streetlight Project. This project will provide and enhance safety measures in the Oakfield community.

[Funds will be deposited in Fund 151, CRA Donations, Cost Center 370112]

BACKGROUND:

Gulf Coast Crimestoppers, Inc, a not-for-profit charitable organization, which has a Board of Directors that consist of civilian and community-minded leaders. Crimestoppers' Board approved and authorized a donation in the amount of \$12,500 to fund 25 LED streetlights in the Oakfield CRA. Crimestoppers team continues to bring greater awareness to the community relating to crime and improve relationships between police, media, and the community.

On November 7, 2019, Board approved a Gulf Power Contract for a Street Lighting Project in Oakfield CRA Phase 1 for 187 LED roadway lights. This lighting project will provide for pedestrian, bicyclists, and vehicular safety enhancements in the Oakfield CRA neighborhoods. CRA continues to improve neighborhoods through enhancing the quality of life, meeting the common needs, and promoting a safe and healthy community.

BUDGETARY IMPACT:

Funds have been deposited into Fund 151, CRA Donations, Cost Center 370112.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

No additional personnel is needed.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is required to accept CRA donations and this action is consistent with Board's goal of capitalizing on alternative revenue source.

IMPLEMENTATION/COORDINATION:

Upon Board's approval, Community Redevelopment Agency staff will implement the task and coordinate with appropriate agencies.

Attachments

Backup documents

Clara F Long (CRA)

From: Clara F Long (CRA)
Sent: Monday, September 9, 2019 9:04 AM
To: Michelle Salzman
Subject: RE: Michelle Salzman nice to meet you

Awesome.

I will send you a copy of the map of locations of where we could tag the 25 lights Crimestopper would sponsor today.
Thanks Clara.

From: Michelle Salzman <michelle@sysctl.net>
Sent: Monday, September 9, 2019 8:23 AM
To: Clara F Long (CRA) <cflong@myescambia.com>
Subject: Re: Michelle Salzman nice to meet you

Good morning Clara,

Just checking in on things. The board approved the spending last month and I would like to have an update at this months meeting.

Any status?

Thanks again,

Michelle Salzman



Michelle Salzman

Community Volunteer
Owner, Salz Studio
Cell: 850-207-5024

"Efficiency is the foundation for survival. Effectiveness is the foundation for success. John C. Maxwell"

On Thu, Aug 8, 2019 at 5:23 PM Clara F Long (CRA) <cflong@myescambia.com> wrote:

Thanks Michelle,

I have requested Gulf Power to do a survey of the needed area in Oakfield and will get back with you with the final quote and process of attaching a sponsor tag on the Pole. Thanks Clara. I really look forward to working with you and your Board.

From: Michelle Salzman <michelle@sysctl.net>
Sent: Thursday, August 8, 2019 1:12 PM
To: Clara F Long (CRA) <cflong@myescambia.com>
Subject: Re: Michelle Salzman nice to meet you

The crime stoppers board just voted and approved to fund 25 lights in the Oak Field area. Looking forward to working with you!

Michelle Salzman

Sent from my iPhone

On Aug 8, 2019, at 11:22 AM, Michelle Salzman <michelle@sysctl.net> wrote:

Clara,

Thank you for speaking with me today!

Michelle Salzman

Crimestoppers



Michelle Salzman

Community Volunteer
Owner, Salz Studio

Cell: 850-207-5024

"Efficiency is the foundation for survival. Effectiveness is the foundation for success. John C. Maxwell"

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.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance 2.

Community Redevelopment Agency

Meeting Date: 01/07/2020

Issue: Residential Rehab Grant Program Funding and Lien Agreements

From: CLARA LONG, Acting Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Clara Long, Interim 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 Loice B. Jackson, owner of residential property located at 202 Edgewater Drive, Warrington Redevelopment District, each in the amount of \$4,766 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;
2. The Agreements between Escambia County CRA and Gilbert J. and Julie K. Sharp, owners of residential property located at 10 Rosea Drive, 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;
3. The Agreements between Escambia County CRA and Kenneth and Susanne Staruk, owners of residential property located at 16 Northwest Gilliland Road, Warrington Redevelopment District, each in the amount of \$2,475 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;
4. The Agreements between Escambia County CRA and Wanda Woods and Freddie L Woods, owners of residential property located at 6214 Vicksburg Drive, Oakfield Redevelopment District, each in the amount of \$3,486 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 David A. York, owner of residential property located at 316 Bryant Road, Warrington Redevelopment District, each in the amount of \$2,675 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

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

BACKGROUND:

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

On December 8, 2019 at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. Loice B. Jackson, Warrington TIF, Cost Center 370114, in the amount of \$4,766
2. Gilbert J. and Julie K. Sharp, Barrancas TIF, Cost Center 370116, in the amount of \$6,000
3. Kenneth and Susanne Staruk, Warrington TIF, Cost Center 370114, in the amount of \$2,475
4. Wanda Woods and Freddie L. Woods, Oakfield TIF, Cost Center 370121, in the amount of \$3,486
5. David A. York, Warrington TIF, Cost Center 370114, in the amount of \$2,675

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Agreement_202 Edgewater Drive_January2020

Agreement_10 Rosea Drive_January2020

Agreement_16 Northwest Gilliland Road_January2020

Agreement_6214 Vicksburg Drive_January2020

Agreement_316 Bryant Road_January2020

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

THIS FUNDING AGREEMENT is made and entered into this 7th day of January 2020, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Loice B. Jackson, (the "Recipient"), owner of residential property located at 202 Edgewater Drive, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$4,766**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$4,766**, which shall be comprised of a cash contribution of **\$4,766**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 7th day of January 2020, and the Project shall be complete on or before the 7th day of April 2020, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

County:

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

Recipient:

Loice B. Jackson
202 Edgewater Drive
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

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

By: _____
Steven Barry, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

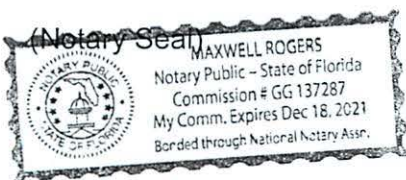
For Recipient:

Loice B. Jackson
Loice B. Jackson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by Loice B. Jackson, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

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



Approved as to form and legal sufficiency,

By/Title: [Signature]
Date: 11/21/19

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Loice B. Jackson**

Property Address: **202 Edgewater Drive Pensacola, Florida, 32507**

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

Replacement roof.

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

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

Lien Agreement

Applicant Name
Loice B. Jackson
An Unmarried Widow

Address of Property
202 Edgewater Drive
Pensacola, FL 32507

Property Reference No.
37-2S-30-1000-016-006

Total Amount of Lien

\$4,766

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:

Loice B. Jackson
Loice B. Jackson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by Loice B. Jackson, Property Owner. She () is personally known to me or () has produced FC Drivers Lic as identification.



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

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

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 11/19/19

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

Before (photo taken 11/29/2019)



Replacement roof

202 Edgewater Drive – Loice B. Jackson

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

THIS FUNDING AGREEMENT is made and entered into this 7th day of **January 2020**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Gilbert J. and Julie K. Sharp** (the "Recipient"), owner of residential property located at **10 Rosea Drive**, Pensacola, Florida, **32507**.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$6,000** which shall be comprised of a cash contribution of **\$6,000**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 7th day of **January 2020**, and the Project shall be complete on or before the 7th day of **April 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

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

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

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

County:

Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Gilbert J. and Julie K. Sharp
10 Rosea Drive
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

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

By: _____
Steven Barry, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Gilbert J. Sharp
Gilbert J. Sharp, Property Owner

Julie K. Sharp
Julie K. Sharp, Property Owner

Approved as to form and legal sufficiency

By/Title: [Signature]
Date: 11/20/19

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of November, 2019 by Gilbert J. Sharp, Property Owner. He () is personally known to me or () has produced FLDL exp. 4-22-23 as identification.

The foregoing instrument was acknowledged before me this 25th day of November, 2019 by Julie K. Sharp, Property Owner. She () is personally known to me or () has produced FLDL exp. 8-26-23 as identification.

[Signature]
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

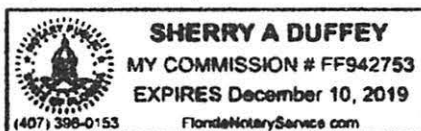


EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Gilbert J. and Julie K. Sharp**
Property Address: **10 Rosea Drive, Pensacola, Florida, 32507**

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

Replacement Windows

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

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

Lien Agreement

Applicant Name
**Gilbert J. and
Julie K. Sharp
Husband and Wife**

Address of Property
**10 Rosea Drive
Pensacola, FL 32507**

Property Reference No.
59-2S-30-1000-016-019

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:

Gilbert J. Sharp

Gilbert J. Sharp, Property Owner

Julie K. Sharp

Julie K. Sharp, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of November, 2019 by Gilbert J. Sharp, Property Owner. He () is personally known to me or () has produced FL DL exp 4-22-25 as identification.

The foregoing instrument was acknowledged before me this 25th day of November, 2019 by Julie K. Sharp, Property Owner. She () is personally known to me or () has produced FL DL exp 7-20-23 as identification.

Sherry Duffey

Signature of Notary Public

Sherry Duffey

Printed Name of Notary Public

(Notary Seal)



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

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kellie Waldman

Date: 11/28/19

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

Before (taken 11/5/2019)



Replacement Windows

10 Rosea Drive – Gilbert J. and Julie K. Sharp

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

THIS FUNDING AGREEMENT is made and entered into this 7th day of January 2020, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Kenneth and Susanne Staruk, (the "Recipient(s)"), owner of residential property located at 16 Northwest Gilliland Road, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$2,475**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,475**, which shall be comprised of a cash contribution of **\$2,475**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 7th day of January 2020, and the Project shall be complete on or before the 7th day of April 2020, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

County:

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

Recipient(s):

Kenneth and Susanne Staruk
16 Northwest Gilliland Road
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

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

By: _____
Steven Barry, Chairman


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


Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:


Kenneth Staruk, Property Owner


Susanne Staruk, Property Owner

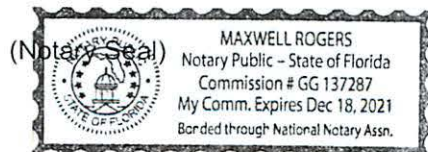
Approved as to form and legal sufficiency.


By/Title: 
Date: 11/15/19

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by Kenneth Staruk, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by Susanne Staruk, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.





Signature of Notary Public
MAXWELL ROGERS

Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Kenneth and Susanne Staruk**

Property Address: **16 Northwest Gilliland Road, Pensacola, Florida, 32507**

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

Replacement roof.

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

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

Lien Agreement

Applicant Name(s) <u>Kenneth Staruk and Susanne Staruk Husband and Wife</u>	Address of Property <u>16 Northwest Gilliland Road Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-6090-678-031</u>
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Total Amount of Lien **\$2,475**

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):

Kenneth Staruk
Kenneth Staruk, Property Owner
Susanne Staruk
Susanne Staruk, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by Kenneth Staruk, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by Susanne Staruk, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.



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

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

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

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

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 11/15/19

Before (photo taken 10/14/19)



Replacement roof

**16 Northwest Gilliland Road – Kenneth and Suzanne
Staruk**

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

THIS FUNDING AGREEMENT is made and entered into this 7th day of January 2020, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Wanda Woods and Freddie L. Woods (the "Recipient"), owner of residential property located at 6214 Vicksburg 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 **\$3,486**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,486** which shall be comprised of a cash contribution of **\$3,486**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 7th day of January 2020, and the Project shall be complete on or before the 7th day of April 2020, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

14. Maintenance of Records: The Recipient shall maintain written records and accounts

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

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

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

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

County:

Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:

Wanda Woods and
Freddie L. Woods
6214 Vicksburg Drive
Pensacola, FL 32503

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

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

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

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

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

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

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

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

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

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

By: _____
Steven Barry, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal sufficiency.

For Recipient:

By/Title: Wanda Woods
Date: 11/14/19

Wanda Woods
Wanda Woods, Property Owner

Freddie L. Woods
Freddie L. Woods, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of November, 2019 by Wanda Woods, Property Owner. She () is personally known to me or () has produced FL DL exp 8-2025 as identification.

The foregoing instrument was acknowledged before me this 15th day of November, 2019 by Freddie L. Woods, Property Owner. He () is personally known to me or () has produced FL DL exp 6-14-25 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

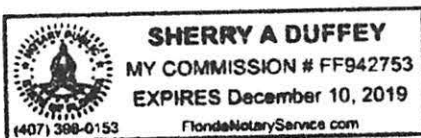


EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Wanda Woods and Freddie L. Woods**
Property Address: **6214 Vicksburg 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>Wanda Woods and</u> <u>Freddie L. Woods</u> <u>Unmarried Joint Tenants</u>	Address of Property <u>6214 Vicksburg Drive</u> <u>Pensacola, FL 32503</u>	Property Reference No. <u>28-1S-30-4200-110-005</u>
--	--	---

Total Amount of Lien	<u>\$3,486</u>
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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:

Wanda Woods
Wanda Woods, Property Owner

Freddie L. Woods
Freddie L. Woods, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

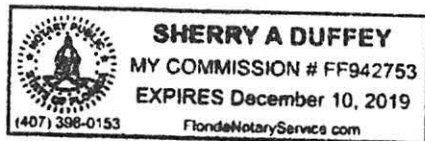
The foregoing instrument was acknowledged before me this 15th day of November, 2019 by Wanda Woods, Property Owner. She () is personally known to me or () has produced FL DL exp 8-2025 as identification.

The foregoing instrument was acknowledged before me this 15th day of November, 2019 by Freddie L. Woods, Property Owner. She () is personally known to me or () has produced FLDL exp. 6-14-25 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public



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

By: _____
Steven Barry, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

Approved as to form and legal sufficiency,

By/Title: Sherry Duffey
Date: 11/19/19

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

Before (taken 11/13/2019)



Replacement Roof

**6214 Vicksburg Drive – Wanda Woods and Freddie L.
Woods**

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

THIS FUNDING AGREEMENT is made and entered into this 7th day of January 2020, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and David A. York, (the "Recipient"), owner of residential property located at 316 Bryant Road, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of \$2,675, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$2,675, which shall be comprised of a cash contribution of \$2,675.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 7th day of January 2020, and the Project shall be complete on or before the 7th day of April 2020, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

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

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

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

County:

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

Recipient:

David A. York
316 Bryant Road
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

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

By: _____
Steven Barry, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)


For Recipient:



David A. York, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by David A. York, Property Owner. He () is personally known to me or () has produced JC Drivers Lic as identification.



Signature of Notary Public
maxwell Rogers

Printed Name of Notary Public



Approved as to form and legal sufficiency.

By/Title: Kathleen Baker
Date: 11/20/19

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **David A. York**

Property Address: **316 Bryant Road Pensacola, Florida, 32507**

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

Replacement roof.

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

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

Lien Agreement

Applicant Name
David A. York
A Single Man

Address of Property
316 Bryant Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-187-010

Total Amount of Lien

\$2,675

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:

David A. York
David A. York, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of November, 2019 by David A. York, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.



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

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

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency

By/Title: [Signature]
Date: 11/20/19

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

Before (photo taken 11/21/2019)



Replacement roof

316 Bryant Road – David A. York



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance 3.

Community Redevelopment Agency

Meeting Date: 01/07/2020

Issue: Cancellation of Residential Rehab Grant Program Liens

From: CLARA LONG, Acting Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Interim 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 three 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
Patricia A. Finley	304 Southeast Kalash Road	\$6,000
Sean B. Loudon	403 Northwest Syrcle Drive	\$4,795
Amron Properties, LLC	805 Arlington Street	\$2,695

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

LC_Finley_January 2020

LC_Louden_January 2020

LC_Amron Properties_January 2020

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 **Patricia A. Finley**, and recorded in Official Record Book **8000** at page **977**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____

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

10/18/2018 CRA II-1

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

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

Lien Agreement

Applicant Name
Patricia A. Finlay

Address of Property
304 Southeast Kalash Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-475-022

Total Amount of Lien

\$6,000

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

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

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

Date: 10/18/2018
Verified By: *[Signature]*

For Recipient:

Patricia A. Finlay
Patricia A. Finlay, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of September, 2018 by Patricia A. Finlay, Property Owner. She () is personally known to me or () has produced _____ as identification.



[Signature]

Signature of Notary Public

MAXWELL ROGERS

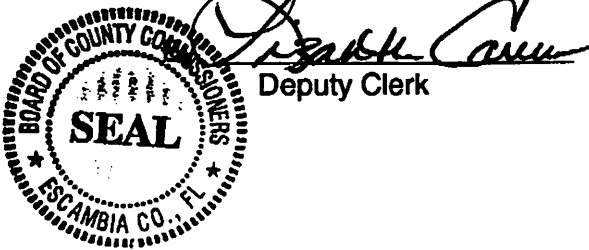
Printed Name of Notary Public

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

By: *[Signature]*

Jeff Bergosh, Chairman

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



Date Executed: 10/18/2018

BCC Approved: 10/18/2018

Approved as to form and legal sufficiency

By/Title: *[Signature]*
Date: 9/10/18

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



Before

Warrington District
Patricia A. Finley
304 South East Kalash Road
Replacement Windows
Project Total \$13,300
Grant Total \$6,000



After

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$4,795** executed by **Sean B. Loudon**, and recorded in Official Record Book **8018** at page **189**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 11/13/19

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

10/18/2018 CAK II-1

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

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

Lien Agreement

Applicant Name
Sean V. Louden

Address of Property
**403 Northwest Syrcle Drive
Pensacola, FL 32507**

Property Reference No.
50-2S-30-6090-122-009

Total Amount of Lien

\$4,795

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

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

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

Date: 10/23/2018 Verified By: *[Signature]*

For Recipient: [Signature]
Sean V. Louden, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of September, 2018 by Sean V. Louden, Property Owner. He () is personally known to me or (X) has produced FL Drivers Lic as identification.

[Signature]
Signature of Notary Public
Maxwell Rogers
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**
By: [Signature]
Jeff Bergosh, Chairman

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

Date Executed: 10/18/2018
BCC Approved: 10/18/2018

Approved as to form and legal sufficiency.
By/Title: [Signature]
Date: 9/19/18

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



Warrington District

Sean V. Louden

403 North West Syrcle Drive

Replacement Windows

Project Total \$9,591

Grant Total \$4,795



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 \$2,695 executed by Amron Properties, LLC, and recorded in Official Record Book 8018 at page 187, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 11/15/19

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

10/18/2018 CRA #1

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

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

Lien Agreement

Applicant Name(s)
Amron Properties, LLC

Address of Property
**805 Arlington Street
Pensacola, FL 32505**

Property Reference No.
34-2S-30-0822-005-021

Total Amount of Lien

\$2,695

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

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

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

Date: 10/22/2018 Verified By: *[Signature]*

For Recipient(s):

Wayne Evers
Wayne Evers, Registered Agent for owner,
Amron Properties, LLC

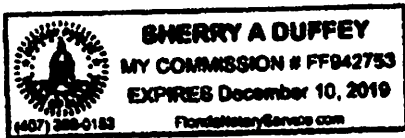
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of September, 2018 by Wayne Evers, Registered Agent. He () is personally known to me or () has produced FL DL exp. 2-26-22 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public



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

By: [Signature]
Jeff Bergosh, Chairman

Date Executed: 10/18/2018

BCC Approved: 10/18/2018



PAM CHILDERS
Clerk of the Circuit Court

[Signature]
Deputy Clerk

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

Approved as to form and legal
sufficiency,

By/Title: [Signature]
Date: 9/13/18



Brownsville District
Amron Properties, LLC
805 Arlington Street
Replacement Roof
Project Total \$5,390
Grant Total \$2,695

