

AGENDA
Escambia County
Community Redevelopment Agency
March 5, 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, February 6, 2020 -Clara Long, Interim Neighborhood & Human Services Department Acting Director

That the Board accept for filing with the Board's Minutes, the February 6, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

III. Budget/Finance

1. Recommendation Concerning Gulf Power Street Lighting Project Contract in the Warrington Redevelopment Area - Clara Long, Interim Neighborhood & Human Services Department Director

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

A. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule to install 12 LED streetlights on North Street in the Warrington Redevelopment Area;

B. Approve one of the following payment plans:

1. Pay upfront cost of \$14,857.39, which includes Installation and 1-year of Energy cost; thereafter monthly Energy cost will be \$88.42;

OR

2. Pay no upfront cost, and the monthly Energy cost will be \$223.97; and

C. Authorize the Chairman to sign the Gulf Power Contract for Street and General Area Lighting Service for a full term of five years, and thereafter from year-to-year until terminated by notice to either party by the other party.

Project located in District 2.

[Funding: Fund 151, CRA Warrington, Cost Center 370114]

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 three Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Robert J. Davies, owner of residential property located at 507 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of \$4,579 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows and storm shutter installation;

2. The Agreements between Escambia County CRA and Jeff C. Kennedy Trust dated 10-1-2012, owner of residential property located at 210 Delray Drive, Warrington Redevelopment District, each in the amount of \$4,438 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

3. The Agreements between Escambia County CRA and Charles S. and Joan M. Shellito, owners of residential property located at 103 Gilliland Road, Warrington Redevelopment District, each in the amount of \$3,116 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, storm shutter installation; and

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

IV. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Technical/Public Service 1.

Community Redevelopment Agency

Meeting Date: 03/05/2020

Issue: Community Redevelopment Agency Meeting Minutes, February 6, 2020

From: CLARA LONG, Acting Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, February 6, 2020 -Clara Long, Interim Neighborhood & Human Services Department Acting Director

That the Board accept for filing with the Board's Minutes, the February 6, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On March 5, 2020 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

CRA_Minutes



**MINUTES
COMMUNITY REDEVELOPMENT AGENCY
February 6, 2020
9:00 a.m.**

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

Present: Lumon May, Commissioner, District 3 - Chairman
Jeff Bergosh, Commissioner, District 1
Doug Underhill, Commissioner, District 2
Steven Barry, Commissioner, District 5

Absent: Robert Bender, Commissioner, District 4

Staff Present: Alison Rogers, County Attorney
Janice P. Gilley, County Administrator
Clara Long, Interim Neighborhood and Human Services Dept

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, January 7, 2020 -Clara Long, Interim Neighborhood & Human Services Department Acting Director

That the Board accept for filing with the Board's Minutes, the January 7, 2020, 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: 4 - 0

Other: Commissioner, District 4 Robert Bender (ABSENT)

III. Budget/Finance

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

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

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

1. The Agreements between Escambia County CRA and Jacobo A. Cruz and Lynn A. Cruz, as Trustees under a Trust Agreement Dated July 7, 2003 known as The Jacobo & Lynn Cruz Trust, owners of residential property located at 100 Rue Max, Barrancas Redevelopment District, each in the amount of \$4,129 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement windows;
2. The Agreements between Escambia County CRA and Amber Lynn Gist, owner of residential property located at 514 Wayne Avenue, Warrington Redevelopment District, each in the amount of \$4,480 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;
3. The Agreements between Escambia County CRA and Michael J. and Allyn S. Pophin, owners of residential property located at 602 McCarroll Road, Warrington Redevelopment District, each in the amount of \$4,150 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: 4 - 0

Other: Commissioner, District 4 Robert Bender (ABSENT)

2 Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Neighborhood & Human Services Interim 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 five 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
Richard A. Browning	110 Brandywine Road	\$5,522
Brian M. Curley, Trustee for Brian M. Curley, Trust	6 Lakewood Road	\$2,897
Brian M. Curley, Trustee for Brian M. Curley, Trust	15 Ruberia Avenue	\$3,500
Brian M. Curley, Trustee for Brian M. Curley, Trust	208 Ruberia Avenue	\$6,000
Ema Elizabeth Sanderson	216 West Sunset Avenue	\$4,250

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

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

Vote: 4 - 0

Other: Commissioner, District 4 Robert Bender (ABSENT)

3 Recommendation Concerning the Request for Subordination of Residential Rehab Grant Program Lien Agreement for property located at 308 Bryant Road – Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Request for Subordination of the Residential Rehab Grant Program Lien Agreement between Escambia County Community Redevelopment Agency and James C. and Cheryl I. Tellefson:

A. Approve the Request for Subordination of Residential Rehab Grant program Lien agreement in the amount of \$5,640, which 1-year term will expire and depreciate to zero (0) on May 29, 2020, for property located at 308 Bryant Road in the Warrington Redevelopment District to enable property owners to secure financing required to complete further improvements to the subject property; and

B. Authorize the Chairman or Vice Chairman to execute the Subordination Agreement and any related documents required to complete and implement this process including any actions that may be required of the County Attorney's office.

[Funding; N/A]

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

Vote: 4 - 0

Other: Commissioner, District 4 Robert Bender (ABSENT)

IV. Discussion/Information Items

- **D3 Request to Increase Neighborhood Clean Sweep with the assistance of the City of Pensacola. With the addition from 10 annually to 12. County Administration will speak with City Mayor regarding this request.**

Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance 1.

Community Redevelopment Agency

Meeting Date: 03/05/2020

Issue: Gulf Power Street Lighting Project Contract in the Warrington Redevelopment Area

From: CLARA LONG, Acting Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Gulf Power Street Lighting Project Contract in the Warrington Redevelopment Area - Clara Long, Interim Neighborhood & Human Services Department Director

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

A. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule to install 12 LED streetlights on North Street in the Warrington Redevelopment Area;

B. Approve one of the following payment plans:

1. Pay upfront cost of \$14,857.39, which includes Installation and 1-year of Energy cost; thereafter monthly Energy cost will be \$88.42;

OR

2. Pay no upfront cost, and the monthly Energy cost will be \$223.97; and

C. Authorize the Chairman to sign the Gulf Power Contract for Street and General Area Lighting Service for a full term of five years, and thereafter from year-to-year until terminated by notice to either party by the other party.

Project located in District 2.

[Funding: Fund 151, CRA Warrington, Cost Center 370114]

BACKGROUND:

The Warrington Redevelopment Area Contract will provide for the installation of 12 LED Roadway 2 lighting fixtures along North Street. This project is consistent with the mission of Escambia County to provide efficient, responsive services that enhance the quality of life, to meet common needs, and to promote a safe and healthy community.

Prior to the completion of the Beach Haven NE Zone Drainage and Sewer Phase I project, North Street ran a short distance from Gordon Avenue to Paulding Avenue. The Beach Haven NE Zone Drainage and Sewer Phase I project sought to improve water quality in Jones Creek through sewer utility connections and engineered stormwater drainage. Stormwater was designed to be tempered by a series of drainage ponds to slow and settle the water before entering the creek. To access those drainage ponds for maintenance, the plan required the extension of North Street along the northeast corner of Beach Haven to Mills Street. Now that the project is complete, North Street extends from Gordon Avenue to Mills Avenue. The CRA is seeking to add streetlights along North Street to enhance neighborhood safety and bring North Street up to the existing street lighting standards of the Beach Haven neighborhood. Attached are the Gulf Power Streetlight Contracts and Map of Warrington Streetlight Project for North Street.

BUDGETARY IMPACT:

Funds are available in CRA Warrington TIF, Fund 151, Cost Center 370114.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Gulf Power PUF Contract_March20

Gulf Power NO PUF Monthly Contract_March20

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

Form 5

Contract No. 20-4356
 Customer Name ESCAMBIA COUNTY BOARD OF COMMISSIONERS Date 1/15/2020
 DBA _____ Telephone No 850-595-3596 Tax I. D.(if applicable) N/A
 Street Address (Subdivision, etc.) of Light(s): 0 NORTH ST, WARRINGTON CRA
 Billing Address 221 PALAFOX PLACE, SUITE 305 PENSACOLA, FL 32503
 Driving Directions WEST ON GULF BEACH HWY, RIGHT ON PAULINE AVE TO NORTH STREET
 Location of Light(s) NORTH ST FROM GORDON AVE TO MILLS AVE
 Meter No. _____ Account No. WARRINGTON CRA JETS WO No. ED1009267223

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

GULF POWER COMPANY
 Application
 Taken By JEFF CAGLE
 Approved by Michael G. Spoor, Vice President
 Signature _____
 Date 1/28/2020

CUSTOMER Board of County Commissioners
 Escambia County, Florida
 Customer _____
 Title Steven Barry, Chairman
 Signature _____
 Date _____

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

ISSUED BY: _____ S. W. Connally, Jr. DEPUTY CLERK EFFECTIVE: January 1, 20

Approved as to form and legal sufficiency.
 By/Title: [Signature]
 Date: 2/15/20

Form 5 (Continued)

Contract No. 20-4356

FACILITIES FURNISHED:

Type Light	Lamp Wattage	No. of Lights	Price Per Light	Total Amount/Mo.
_____	_____	_____	_____	\$ -
_____	_____	_____	_____	\$ -
_____	_____	_____	_____	\$ -
_____	_____	_____	_____	\$ -
_____	_____	_____	_____	\$ -
_____	_____	_____	_____	\$ -

Type Miscellaneous Facility	No.	Price Per Item	Total Amount/Mo.
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -
_____	_____	_____	\$ -

Total Base Monthly Charge****
 \$ -

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

**GULF POWER COMPANY
 OPTIONAL UP FRONT PAYMENTS OF FIXTURE(S)**

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

Form 20

Contract No. 20-4356

TOTAL INSTALLED COST OF FIXTURE(S)	\$6,751.00
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MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT

Rate Schedule OS (Part I/II) - Street and Outdoor Lights

<u>Type Light</u>	<u>Lamp Wattage</u>	<u># of Lights (a)</u>	<u>Price Per Light* (b)</u>	<u>Total Amount/Mo. (c) = (a) x (b)</u>
ROADWAY 2 LED	95	12	\$5.50	\$ 65.98
_____	_____	_____	_____	\$ -
_____	_____	_____	_____	\$ -
_____	_____	_____	_____	\$ -
_____	_____	_____	_____	\$ -
Total Base Monthly Charge****				\$ 65.98

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

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


GULF POWER COMPANY		CUSTOMER	Board of County Commissioners
Application			Escambia County, Florida
Taken By	JEFF CAGLE	Customer	_____
Approved by	 Michael G. Spoor, Vice President	Date	Steven Barry, Chairman

*Includes only the Maintenance and the Energy Charge portions of the Total Charge. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

**ATTEST: PAM CHILDERS
 CLERK OF THE CIRCUIT COURT**

ISSUED BY: BY: _____ S. W. Connally, Jr.
 DEPUTY CLERK

EFFECTIVE: July 1, 2017

Approved as to form and legal sufficiency: 
 By/Title: _____
 Date: _____

GULF POWER COMPANY
 OPTIONAL UP FRONT PAYMENTS OF ADDITIONAL FACILITIES

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

Form 21

Contract No. 20-4356

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES	\$7,045.35
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DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

Type Pole	# of Poles	Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material
35' WOOD	7	#4DPX	1146'	EYBOLT MS	7
				TREE TRIMMING	9 HRS

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

GULF POWER COMPANY
 Application
 Taken By
 Approved by

Jeff Cagle 1/15/2020
 JEFF CAGLE
 Authorized Company Representative

CUSTOMER Board of County Commissioners
 Escambia County, Florida
 Customer
 Steven Barry, Chairman
 Title

1/28/2020
 Michael G. Spoor, Vice President

ATTEST: PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 BY: Susan Story DEPUTY CLERK

EFFECTIVE: January 31, 2006

Approved as to form and legal sufficiency.
 By/Title: *Steven Barry*
 Date: 2/14/20

ISSUED BY:

PAYMENT COUPON

/4116006820186800063473180000143730001379635

4,1,1600,882018,8800083473,1800001437,3,0001379635

Please mail this portion with your check

1800001437 1 of 1

Cust. No.: 6800063473 Inv. No.: 1800001437	
This Month's Charges Past Due After	Amount Due This Invoice \$ 13,796.35

ESCAMBIA COUNTY BCC
221 PALAFOX PLACE, STE 140
PENSACOLA FL 32502

Make check payable to Gulf Power Company in USD and mail payments to address below

Gulf Power Company
General Mail Facility
Miami FL 33188-0001

Gulf Power Company

Federal Tax Id.#: 59-0276810

Invoice

Customer Name and Address

ESCAMBIA COUNTY BCC
221 PALAFOX PLACE, STE 140
PENSACOLA FL 32502

Customer Number: **6800063473**

Invoice Number: **1800001437**

Invoice Date: **02/11/2020**

4,1,1600,882018,8800063473,1800001437,3,0001379635

Please retain this portion for your records

CURRENT CHARGES AND CREDITS

Customer No: 6800063473 Invoice No: 1800001437

Description	Amount
STREET LIGHT/0 NORTH ST	13,796.35
For Inquiries Contact: Cagle, Jeffrey 850-444-6713	Total Amount Due \$13,796.35 This Month's Charges Past Due After

**Work Request Charges Quotation
Gulf Power**

To: ESCAMBIA COUNTY BOARD OF COMMISSIONERS Quote Number: PN92672234
 ESCAMBIA COUNTY BOARD OF COMM Description:
 221 PALAFOX PL SUITE 305
 PENSACOLA, FL 32502

Quote Date: 2/11/2020
 Preferred Option: Yes
 No. Payments:
 Project: 500001
 Lighting New Construction

Quotation Details

Description	Refundable?	Unit Cost	Quantity	Total	Due Before Work	Paid
Differential Cost	No	2,613.32	1	2,613.32	Y	
LED-9514-Roadway 2	No	562.64	12	6,751.68	Y	
35 ft. wood pole	No	633.05	7	4,431.35	Y	

Charges Due Before Work Starts:	13,796.35
Tax:	0.00
	Subtotal: 13,796.35
Charges Due On Completion:	0.00
Tax:	0.00
	Subtotal: 0.00
	Total Charges: 13,796.35
	Total Tax: 0.00
	Total Including Tax: 13,796.35
	Total Refundable: 0.00
	Total Non-Refundable: 13,796.35

PAYMENT COUPON

/4116006820186800063473180000144200000106104

4,1,1600,682018,6800063473,1800001442,0,0000106104

Please mail this portion with your check

1800001442 1 of 1

Cust. No.:6800063473 Inv. No.:1800001442	
This Month's Charges Past Due After	Amount Due This Invoice \$ 1,061.04

ESCAMBIA COUNTY BCC
221 PALAFOX PLACE, STE 140
PENSACOLA FL 32502

Make check payable to Gulf Power Company in USD and mail payments to address below

Gulf Power Company
General Mail Facility
Miami FL 33188-0001

Gulf Power Company

Federal Tax Id.#: 59-0276810

Invoice

Customer Name and Address

ESCAMBIA COUNTY BCC
221 PALAFOX PLACE, STE 140
PENSACOLA FL 32502

Customer Number: 6800063473

Invoice Number: 1800001442

Invoice Date: 02/12/2020

4,1,1600,682018,6800063473,1800001442,0,0000106104

Please retain this portion for your records

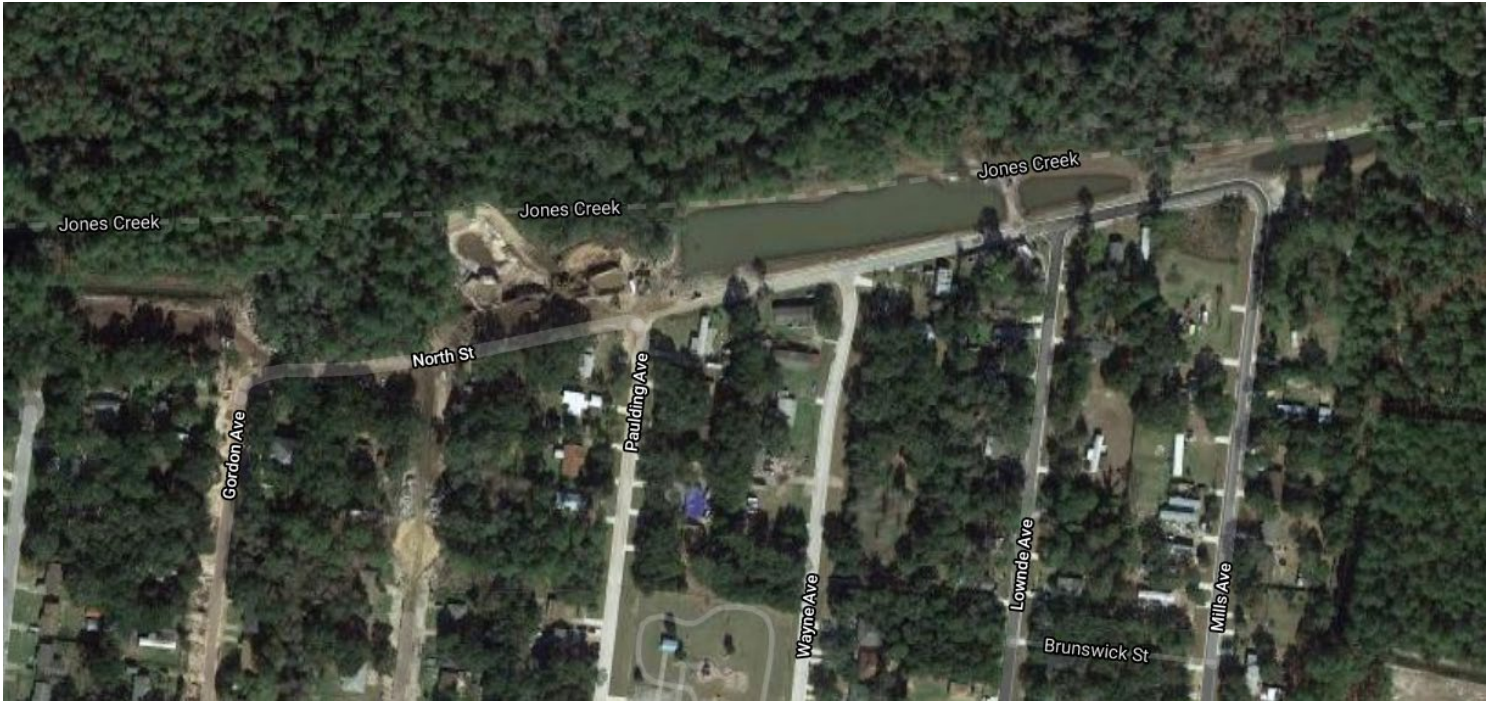
CURRENT CHARGES AND CREDITS

Customer No: 6800063473 Invoice No: 1800001442

Description	Amount
STREET LIGHT/0 NORTH ST	1,061.04
For Inquiries Contact: Cagle, Jeffrey 850-444-6713	Total Amount Due \$1,061.04 This Month's Charges Past Due After



Current Lighting Service – OS I/II – Street and General Area Lighting		
Billing Period		
Sample Monthly Bill for: NORTH ST WARRINGTON CRA		
Lighting Charge		\$ 45.48
Energy Charge		\$ 9.96
ECCR + ECR + PPPCC		\$ 12.77
Facilities Charge		\$ 0.00
Fuel Charge	396 kWh x 0.03236	\$ 12.81
Subtotal of Lighting Service		\$ 81.82
Florida Gross Receipts Tax		\$.91
Franchise Fee for Escambia County		\$ 5.96
Total Current Lighting Service		\$ 88.42
Lighting Components Included in This Bill		
*Cost subject to change pending current and any future regulatory rate reviews		
This sample bill is the monthly cost; we then multiplied it by 12 to get the annual cost for this project on the invoice. The base rate as stated on the contract is obtained by adding the Lighting Charge and Energy Charge above.		



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

Form 5

Contract No. 20-4356
Customer Name ESCAMBIA COUNTY BOARD OF COMMISSIONERS Date 1/15/2020
DBA _____ Telephone No 850-595-3596 Tax I. D.(if applicable) N/A
Street Address (Subdivision, etc.) of Light(s): 0 NORTH ST, WARRINGTON CRA
Billing Address 221 PALAFOX PLACE, SUITE 305 PENSACOLA, FL 32503
Driving Directions WEST ON GULF BEACH HWY, RIGHT ON PAULINE AVE TO NORTH STREET
Location of Light(s) NORTH ST FROM GORDON AVE TO MILLS AVE
Meter No. _____ Account No. WARRINGTON CRA JETS WO No. ED1009267223

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

GULF POWER COMPANY
Application 1/15/2020
Taken By JEFF CAGLE
Approved by Michael G. Spoor, Vice President
Signature _____
Date 1/28/2020
Authorized Company Representative

CUSTOMER Board of County Commissioners
Escambia County, Florida
Customer _____
Title Steven Barry, Chairman
Signature _____
Date _____

Approved as to form and legal sufficiency
BY/TITLE: STEVEN BARRY
DATE: 1/15/2020

ISSUED BY: _____ ATTEST: PAM CHILDERS
S. W. Connally, CLERK OF THE CIRCUIT COURT EFFECTIVE: January 1, 2014
BY _____

Form 5 (Continued)

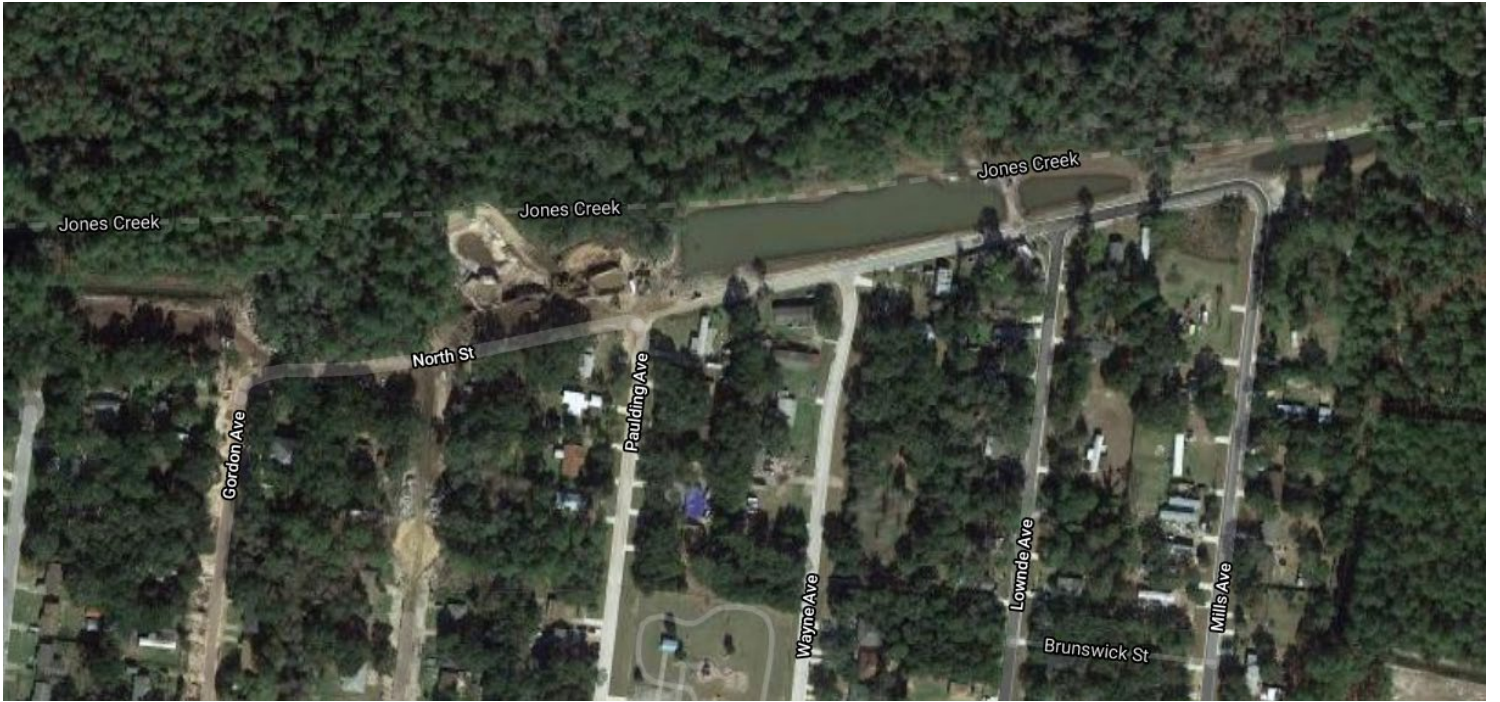
Contract No. 20-4356

FACILITIES FURNISHED:

Type Light	Lamp Wattage	No. of Lights	Price Per Light	Total Amount/Mo.
<u>ROADWAY 2 LED</u>	<u>95</u>	<u>12</u>	<u>11.64</u>	<u>\$ 139.68</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>

Type Miscellaneous Facility	No.	Price Per Item	Total Amount/Mo.
<u>35' WOOD POLE</u>	<u>7</u>	<u>6.22</u>	<u>\$ 43.54</u>
<u>#4AL DUPLEX WIRE</u>	<u>1146</u>	<u>0.018796</u>	<u>\$ 21.54</u>
<u>8' ARM</u>	<u>4</u>	<u>1.16</u>	<u>\$ 4.64</u>
<u>TREE TRIMMING</u>	<u>9</u>	<u>1.61875</u>	<u>\$ 14.57</u>
<u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>
<u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>
Total Base Monthly Charge****			<u>\$ 223.97</u>

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





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance 2.

Community Redevelopment Agency

Meeting Date: 03/05/2020

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 three Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Robert J. Davies, owner of residential property located at 507 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of \$4,579 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows and storm shutter installation;

2. The Agreements between Escambia County CRA and Jeff C. Kennedy Trust dated 10-1-2012, owner of residential property located at 210 Delray Drive, Warrington Redevelopment District, each in the amount of \$4,438 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

3. The Agreements between Escambia County CRA and Charles S. and Joan M. Shellito, owners of residential property located at 103 Gilliland Road, Warrington Redevelopment District, each in the amount of \$3,116 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, storm shutter installation; 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 March 5, 2020 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. Robert J. Davies, Warrington TIF, Cost Center 370114, in the amount of \$4,579
2. Jeff C. Kennedy Trust Dated 10-1-2012, Warrington TIF, Cost Center 370114, in the amount of \$4,438
3. Charles S. and Joan M. Shellito, Warrington TIF, Cost Center 370114, in the amount of \$3,116

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_507 Northwest Syrcle Drive_March52020

Agreement_210 Delray Drive_March52020

Agreement_103 SE Gilliland Road_March52020

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

THIS FUNDING AGREEMENT is made and entered into this 5th day of March 2020, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Robert J. Davies, (the "Recipient"), owner of residential property located at 507 Northwest Syrcle Drive, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of \$4,579, 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 \$4,579, which shall be comprised of a cash contribution of \$4,579.
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 5th day of March 2020, and the Project shall be complete on or before the 5th day of June 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:

Robert J. Davies
507 Northwest Syrcle Drive
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

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

By: _____
Steven Barry, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Robert J. Davies

Robert J. Davies, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of January, 2020 by Robert J. Davies, Property Owner. He () is personally known to me or (X) 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: 1/3/20

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Robert J. Davies**

Property Address: **507 Northwest Syrcle Drive Pensacola, Florida, 32507**

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

Replacement windows and storm shutter installation.

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
Robert J. Davies
A Single Man

Address of Property
507 Northwest Syrcle Drive
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-074-005

Total Amount of Lien

\$4,579

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

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

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

For Recipient:

Robert J. Davies
Robert J. Davies, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of January, 2020 by Robert J. Davies, Property Owner. He () 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: 1/3/20

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 12/26/2019)



Replacement windows and storm shutter installation

507 Northwest Syrcle Drive – Robert J. Davies

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

THIS FUNDING AGREEMENT is made and entered into this 5th day of March 2020, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Jeff C. Kennedy Trust Dated 10-1-2012, (the "Recipient(s)"), owner of residential property located at 210 Delray 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 **\$4,438**, 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 **\$4,438**, which shall be comprised of a cash contribution of **\$4,438**.
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 5th day of **March 2020**, and the Project shall be complete on or before the 5th day of **June 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):

Jeff C. Kennedy
Trust Dated 10-1-2012
210 Delray 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 Recipients: **Jeff C. Kennedy**
Trust Dated 10-1-2012

Jeff Kennedy

Jeff Kennedy, Property Owner

Approved as to form and legal sufficiency.

By/Title: *[Signature]*
Date: 1/16/20

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of January, 2020 by Jeff C. Kennedy, Property Owner. He () is personally known to me or () has produced _____ as identification.

[Signature]

Signature of Notary Public
MAXWELL ROGERS

Printed Name of Notary Public



EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Jeff C. Kennedy Trust Dated 10-1-2012**
Property Address: **210 Delray Drive, Florida, 32507**

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

Replacement Windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s) <u>Jeff C. Kennedy</u> <u>Trust Dated 10-1-2012</u>	Address of Property <u>210 Delray Drive</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-5060-001-007</u>
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Total Amount of Lien **\$4,438**

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): Jeff C. Kennedy
Trust Dated 10-1-2012

Jeff C. Kennedy

Jeff C. Kennedy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of January, 2020 by Jeff C. Kennedy, Property Owner. He () is personally known to me or () has produced _____ as identification.



Maxwell Rogers

Signature of Notary Public
MAXWELL ROGERS

Printed Name of Notary Public

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

By: _____
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: 1/16/20

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 (taken 1/15/20)



Replacement Windows

210 Delray Drive – Jeff C. Kennedy Trust

Dated 10-1-2012

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

THIS FUNDING AGREEMENT is made and entered into this 5th day of March 2020, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Charles S. and Joan M. Shellito, (the "Recipient(s)"), owner of residential property located at 103 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 **\$3,116**, 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 **\$3,116**, which shall be comprised of a cash contribution of **\$3,116**.
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 5th day of March 2020, and the Project shall be complete on or before the 5th day of June 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):

Charles S. and Joan M. Shellito
103 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:

Charles S. Shellito
Charles S. Shellito, Property Owner

Joan M. Shellito
Joan M. Shellito, Property Owner

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 1/10/20

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of January, 2020 by Charles S. Shellito, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 13th day of January, 2020 by Joan M. Shellito, 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



EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Charles S. and Joan M. Shellito**
Property Address: **103 Gilliland Road, Pensacola, Florida, 32507**

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

Storm shutter installation.

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>Charles S. Shellito and</u> <u>Joan M. Shellito</u> <u>Husband and Wife</u>	Address of Property <u>103 Gilliland Road</u> <u>Pensacola, FL 32507</u>	Property Reference No. <u>50-2S-30-6090-515-024</u>
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Total Amount of Lien **\$3,116**

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):

Charles S. Shellito
Charles S. Shellito, Property Owner

Joan M. Shellito
Joan M. Shellito, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of January, 2020 by Charles S. Shellito, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 13th day of January, 2020 by Joan M. Shellito, 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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

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

Approved as to form and legal sufficiency.
By/Title: [Signature]
Date: 11/10/20

Before (photo taken 1/8/20)



Storm shutter installation

103 Gilliland Road – Charles S. and Joan M. Shellito