

# Board of County Commissioners

## Agenda Request

**Date of Meeting:** February 3, 2015

**Date Submitted:** January 15, 2015

**To:** Honorable Chairperson and Members of the Board

**From:** Robert Presnell, County Administrator  
Phyllis R Moore, SHIP Administrator

**Subject:** Approval of Signatures for Special Assessment Liens and Rehabilitation Contract- State Housing Initiative Partnership “SHIP” Program

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### **Statement of Issue:**

This agenda item seeks the Board of County Commissioners’ approval and signatures for Special Assessment Liens and Rehabilitation Contracts that were agreed upon by the homeowner, contractor and Community Development Administration’s **SHIP** Housing Rehabilitation Program for the rehabilitation of their home.

### **Background:**

In order to protect the interest of the County, the state requires that a lien and contract be placed on the homes that are going to be rehabilitated with **SHIP** funds. The special assessment lien was signed and needs to be recorded once the homeowners have been awarded the Deferred Payment Loan to rehabilitate their home. The loan is funded by the State Housing Initiative Partnership **SHIP** Program through the State of Florida and does not require repayment. Repayment of the loan, when required, is based upon the prorated principal balance for the term of the loan that has not expired. The Owners and the Gadsden County Community Development Administration’s Housing Rehabilitation Program have agreed that the owners shall remain in the house for a full five-year period at no annual rate of interest and once the five-year period is completed that the lien would be forgiven and satisfied. The homeowners are required to pay the fees to have the lien recorded at the Gadsden County Clerk of Court’s office and the Gadsden County Community Development Administration office will furnish them a copy of the recorded document and keep the original for our files.

**Analysis:**

As agreed upon by the Owner and the Gadsden County Community Development Administration's **SHIP** Rehabilitation Program the owner shall remain in the house for a full five- year period, after the lien has expired it will be forgiven and satisfied. The Rehab Contract is the agreement that has been made between the contractor and homeowner.

**Fiscal Impact:**

NONE

**Option 1:**

1. Approve and sign the homeowner's lien and contract that is being or have been served by the **SHIP** Housing Rehabilitation program.
2. Disapprove and not sign the homeowner's lien and contract that is being served or have been served by the **SHIP** Housing Rehabilitation program.
3. Board direction

**County Administrator's Recommendation:**

Option 1

**Attachments:**

1. Lien and Contract
  - A. Evelyn Alexis

**GADSDEN COUNTY  
REHABILITATION AGREEMENT  
AND SPECIAL ASSESSMENT LIEN**

THIS AGREEMENT, MADE THIS 3rd day of DECEMBER, 20 14, by and between EVELYN ALEXIS whose address is 544 HOGAN LANE QUINCY, FLORIDA 32351 hereinafter referred to as Owner-Occupant" and Gadsden County through its Housing Rehabilitation Program, hereinafter referred to as "Housing Rehabilitation Program", relates to the real property lying in Gadsden County, Florida described as follows:

PARCEL IDENTIFICATION NUMBER: 3-23-2N-4W-0000-00421-0500

Begin at a point 115 feet West of the NE corner of the NW quarter of the SE quarter of Section 23, Township 2 North, Range 4 West and thence run South 127 feet, thence run West 545 feet, thence run North 127 feet; thence run East 545 feet to the Point of Beginning. Said land lying, being and situate in the NW quarter of the SE quarter of Section 23, Township 2 North, Range 4 West, Gadsden County, Florida. LESS AND EXCEPT 1.0 acre. Gadsden County, Florida.

**WITNESSETH:**

WHEREAS, The Owner-Occupant proposes to finance the cost of the rehabilitation work on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the Housing Rehabilitation Program. The Loan is funded from the State Housing Initiatives Partnership (SHIP) Programs through the State of Florida; and

WHEREAS, the applicant for a Deferred Payment Loan must be the Owner-Occupant of the structure or must be the Purchaser-Occupant under a validly executed and binding land sales contract for the above described real property; and

WHEREAS, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the Housing rehabilitation Program remains the Owner-Occupant in the five (5) year period from the date hereof, the Deferred Payment Loan does not require repayment.

NOW, THEREFORE, In consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows:

1. The principal amount of the Deferred Payment Loan shall not exceed TWENTY SIX THOUSAND NINE HUNDRED DOLLARS & 00/CENTS (\$26,900.00 ) and shall be based upon the final approved, construction contract price (less other funds supplied by the Owner Occupant, if any.)

2. The term of the Deferred Payment Loan for rehabilitating the above described shall be five (5) years from the date hereof, at zero percent (0%) annual rate of interest.

3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the five (5) year term of the Loan. (Twenty percent (20%) of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full five (5) year term of this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN  
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5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within five (5) years from the date hereof:

Loss of ownership by sale, transfer or death, or non-occupancy by the Owner-Occupant, shall constitute a default and will cause the Deferred Payment Loan to become due and payable in a lump sum. However, the County Commission may allow repayment on an annual basis in accordance with the provisions of Paragraph 6 as hereinafter set forth.

It is further provided that, upon the death of the Owner-Occupant, the term of this Agreement may be continued and the requirements as herein established may be assumed by the Owner-Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. In order to assume this Agreement. The spouse must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move into the house and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant, and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.

6. Upon default, the special assessment levied hereby shall be payable in full to Gadsden County within thirty (30) days after such default occurs; provided, however, that the governing authority, the Gadsden Board of County Commissioners may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution with interest thereon not exceeding six (6%) per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of Gadsden County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of this Agreement. This special assessment lien will not be subordinated to any other mortgage insured by HUD/FHA under Title II of the National Housing Act of 1934 or its successors, except the original. If default occurs prior to expiration of this lien all remaining funds of the DPL shall become due and payable, this includes refinancing.

If said lien shall be in default for a period of thirty (30) days, the Gadsden County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all cost incurred in such proceedings, including a reasonable attorney's fee.

7. Failure of the Housing Rehabilitation Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire five (5) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

9. If at time it is determined by Gadsden County that the Owner-Occupant qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to Gadsden County by Owner-Occupant.

10. In the event it is determined by Gadsden County that the Owner-Occupant ceases to qualify for a Deferred Payment Loan of the Housing Rehabilitation Program at any time, this Agreement shall terminate immediately upon the Owner-Occupant being notified that Owner-Occupant does not qualify to receive the Deferred Payment Loan and shall constitute a default pursuant to paragraph 6.

GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN  
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IN WITNESS WHEREOF, the parties hereto have set their hands and seals  
the day and year above first written.

Joseph D. Burrus  
Witness  
Joseph D. Burrus  
Witness

Evelyn Alexis  
Owner-Occupant, EVELYN ALEXIS

Witness

Owner-Occupant,

Witness

STATE OF FLORIDA  
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this  
3rd of DECEMBER, 2014, personally appeared  
EVELYN ALEXIS of 544 HOGAN LANE QUINCY, FLORIDA 32351 who

Acknowledged before me that he/she freely and voluntary executed this  
Agreement for the purpose therein expressed.

Phyllis R Moore  
Signature of Notary Public-State of Florida  
Phyllis R Moore  
Print, Type or Stamp Name of Notary Public

[ ] Personally known to me, or

[X] Produced Identification: VALID FLORIDA DRIVER LICENSE  
Type of identification

This instrument prepared by: Phyllis R Moore P. O. Box 1799,  
Quincy, FL 32353.

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONER  
By:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BCC

GADSDEN COUNTY  
HOUSING REHABILITATION PROGRAM  
CONTRACT FOR REHABILITATION WORK

THIS CONTRACT, entered into this 3rd day of DECEMBER 2014, by and between EVELYN ALEXIS of 544 HOGAN LANE QUINCY, FLORIDA 32351 hereinafter called the "Owner, "and KAMRYN CONSTRUCTION LLC (FRANKLIN K BROWN) 3558 MOSSY CREEK LN TALLAHASSEE, FLORIDA 32302 hereinafter called the "Contractor, "and as approved by the County of Gadsden through its designee, The Gadsden County's Housing Rehabilitation Program, Hereinafter called "Agency."

WITNESSETH:

WHEREAS, the Owner proposes to finance in whole or in part the cost of the rehabilitation work provided for in this Contract from the proceeds of rehabilitation monies made or to be made to the Owner through the United States of America pursuant to Title I of the Housing and Community Development Act of 1974, and applicable regulations of the Agency (and from other funds available to the Owner to finance the cost of such rehabilitation work has been approved by the Agency, and the owner desires to engage the Contractor to perform such rehabilitation work in accordance with the provisions of this Contract and applicable requirements of the Agency,

NOW, THEREFORE, for the considerations stated herein, the Owner and the Contractor do hereby mutually agree as follows:

GENERAL CONDITIONS

Section 1. Property to be Rehabilitated

The property to be rehabilitated pursuant to this Contract is located at 544 HOGAN LANE QUINCY, FLORIDA 32351 County of Gadsden, State of Florida, and is more particularly described as follows:

PARCEL IDENTIFICATION NUMBER: 3-23-2N-4W-0000-00421-0500

Begin at point 115 feet West of the NE corner of the NW quarter of the SE quarter of Section 23, Township 2 North, Range 4 West and thence run South 127 feet, thence run West 545 feet, thence run North 127 feet; thence run East 545 feet to the Point of Beginning. Said land lying, being and situate in the NW quarter of the SE quarter of Section 23, Township 2 North, Range 4 West, Gadsden County, Florida. LESS AND EXCEPT 1.0 acre.

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Contract for Rehabilitation Work

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Section 2. Contract Documents

The Contract documents which comprise this contract for Rehabilitation Work consist of this Contract, as executed on behalf of the owner and the contractor, and the following additional documents, each of which has been attached to this Contract prior to its execution by the Owner and the Contractor and each of which is hereby incorporated in this Contract by reference: (a) the work write-up and Contractor's bid proposal, signed and dated on behalf of the Contractor as of the 3rd of DECEMBER, and accepted by the Owner as of the 3rd of DECEMBER 20 14, and (b) the Standard Rehabilitation Specifications, including the plan Drawings (if any), for the rehabilitation work to be performed by the Contractor pursuant to this Contract. The Contractor shall perform the rehabilitation work provided for in this Contract in strict conformance with the Contract Documents that comprise this Contract. Change orders or other authorized documents pertaining to the work and issued after the execution of this Contract shall also become Contract Documents.

The Contractor shall maintain at the site one copy of all drawings, general specifications and work write-up, addenda, approved shop drawings, change orders, and other modifications in good order and marked to record all changes made during construction. These shall be available to the Owner and Agency upon request.

Section 3. Occupancy Provision

The premises are to be        occupied/   X   vacant for   45   days during the course of the rehabilitation work.

Section 4. Contract Price

Upon satisfactory completion of the rehabilitation work provided for in this Contract, the Contractor shall be paid the amount of TWENTY-SIX THOUSAND NINE HUNDRED DOLLARS AND 00/cts (\$26,900.00) hereinafter called the "Contract Price", which shall constitute full and complete compensation for the Contractor's performance of the rehabilitation work provided for in this Contract, except as otherwise provided in Section 21 of this Contract.

Section 5. Time of Performance

The contractor shall commence the rehabilitation work provided for in this Contract within ten (10) days from the date of the Owner's issuance of the Order to Proceed referred to in Section 8 of this Contract, unless a delay is approved in writing by the Agency Director or designee. The Contractor shall satisfactorily complete such work within   45   days after issuance of the said Order to Proceed. Said completion period may be extended upon written approval by the Agency Director or designee, in conjunctions with an approved Change Order, or as a result of acts of God or other extenuating circumstances beyond the Contractor's fault or control. However, time is the essence of this Contract, and extensions shall be limited to unforeseeable circumstances.

The Contractor shall be responsible for scheduling the rehabilitation work, and for coordinating the operations of all trades, subcontractors, and suppliers engaged by the Contractor in connection with the work, in such manner as to assure the expeditious completion of work.

Gadsden County  
Contract for Rehabilitation Work  
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The Contractor shall not discriminate on the basis of race, color, religion, sex or national origin. He/she further agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed sub-contractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods). \*parking lots, drinking foundations, recreation or entertainment areas.

ADDITIONAL CONTRACT PROVISIONS

If this Contract includes additional provisions not included in the General Conditions of Federal Provisions, such additional execution by the Contractor and the owner. If no additional provisions are to be included in this Contract, this Contract shall so state so by having the work "NONE" written or typed on the following line.

"None"

IN WITNESS WHEREOF, the Contractor has executed this Contract as of the 3rd day of DECEMBER, 2014 and the Owner has executed this Contract as of the date above first written.

WITNESSES:

Sonya D. Burns  
Sonya D. Burns

WITNESSES:

Sonya D. Burns  
Sonya D. Burns

WITNESSES:

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\_\_\_\_\_

Franklin K Brown  
Contractor, FRANKLIN K BROWN

License Number

Evelyn Alexis  
Owner, EVELYN ALEXIS

Owner,

As approved by the Gadsden County's  
Housing Rehabilitation Program

BY: E. Kyle Moore

Title: Ship Administrator

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONERS  
BY:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BCC

NOTE: TO HOMEOWNER(S) THIS IS TO REMIND YOU THAT REHABILITATION UNDER THE SHIP PROGRAM IS MINOR TO MODERATE REPAIRS ONLY.