

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Agreement with Ronnie L. Clippard, Donna M. Clippard and Gary L. Clippard for Home Repairs and Improvements

DEPARTMENT: Planning and Development **DIVISION:** Community Resources

AUTHORIZED BY: Dan Matthys **CONTACT:** Tim Howard **EXT.** 7372

Agenda Date 04/26/2005 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Agreement with Ronnie L. Clippard, Donna M. Clippard and Gary L. Clippard (collectively called "Owners") for housing repairs and improvements not to exceed \$25,000.

District # 5 - Carey

BACKGROUND:

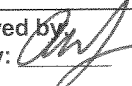


In August of 1998, the Owners entered into a "Performance Agreement/Contract" with the Wyman Fields Foundation, Inc. (WFF), a former Subrecipient of Seminole County. The intent of the Agreement was to build a new home at 4150 Moores Station Road, Sanford, FL for the Owners due to severe damage received by the previous home by a tornado in February of 1998.

One of the Owners is physically challenged and the Agreement required that the new home would accommodate certain "ADA specifications for wheelchair accessibility throughout". WFF was deficient in meeting the expected ADA specifications and as such, the Owners have concerns that further modifications need to be made to address certain accessibility items.

WFF has been administratively dissolved by the Florida Department of State which precludes resolution of any outstanding ADA wheelchair accessibility issues being addressed and/or corrected by WFF.

The County has been working with the Owners and Legal Services to determine necessary modifications to fully address the wheelchair accessibility issues. All parties agree that modifications should be remedied without further delay or involvement by another Subrecipient.

In an effort to resolve the matter and avoid further delays, Staff recommends the Board approve the agreement with the Owners to finance the repairs and modifications using State Housing Initiatives Partnership ("SHIP") Program grant funds.

Reviewed by:	
Co Atty:	
DFS:	
Other:	
DCM:	
CM:	
File No. <u>cpdc03</u>	

AGREEMENT BETWEEN RONNIE L. CLIPPARD,
DONNA M. CLIPPARD, GARY L. CLIPPARD AND
SEMINOLE COUNTY, FLORIDA FOR REPAIRS AND IMPROVEMENTS TO
4150 MOORE'S STATION ROAD, SANFORD, FLORIDA 32771

THIS AGREEMENT is made and entered into this 12-21-2004 day of Dec, 2004, by and between RONNIE L. CLIPPARD, whose address is 4150 Moores Station Road, Sanford, Florida 32771, DONNA M. CLIPPARD and GARY L. CLIPPARD, whose address is 160 Wilson Drive, Lake Mary, Florida 32746, hereinafter collectively called the "OWNERS" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, OWNERS did at all material times hereto, own as joint tenants in common the house located at 4150 Moore's Station Road, Sanford, Florida (the "Property") wherein Mr. Ronnie L. Clippard is domiciled as a full time resident; and

WHEREAS, the Property was severely damaged by a tornado in 1998 resulting in the need for a complete reconstruction thereof; and

WHEREAS, COUNTY previously entered into an agreement with Wyman Fields Foundation, Inc., ("WFF") wherein COUNTY made available substantial amounts of its Community Development Block Grant (CDBG) funds, HOME and SHIP funds to WFF as a subrecipient pursuant to Federal and State law and regulations, the purpose of such subrecipient agreement being the making available of emergency home repair and reconstruction funds for low income housing damaged or destroyed by tornados in 1998 (the "Subrecipient Agreement"); and

WHEREAS, the OWNERS entered into a "Performance Agreement/Contract" with WFF on or about August 13, 1998, relative to a commitment by WFF to reconstruct the Property up to a cost of FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) subject to availability of adequate funding from Seminole County under the Subrecipient Agreement; and

WHEREAS, the Performance Agreement/Contract further provided for a specific home model referred to therein as a "CD 1230" but modified to accommodate certain "ADA .specifications for wheelchair accessibility throughout" as well as a "roll in shower in place of tub" and "ramps in place of steps"; and

WHEREAS, the OWNERS and WFF also entered into that certain Seminole County Housing Rehabilitation Program Agreement dated August 13, 1998, wherein WFF pursuant to the Subrecipient Agreement agreed to provide THIRTY SEVEN THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$37,300.00) to be disbursed to a selected contractor pursuant to an agreement between the OWNERS and that contractor; and

WHEREAS, on October 15, 1998, Gary and Donna Clippard agreed to make available the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) to WFF to be applied towards the completion of construction of the Property, part of which was later waived by WFF by virtue of the contractor's deficient performance; and

WHEREAS, the OWNERS entered into that certain Contractor Agreement with DFB Construction Corp, dated October 21, 1998, wherein DFB agreed to construct the subject residence at a cost of SIXTY THOUSAND FIVE HUNDRED THIRTY-THREE AND 70/100 DOLLARS (\$60,533.70)

within a six (6) month period wherein WFF separately agreed to make the scheduled payments directly to DBF on behalf of the OWNERS by addendum on page 2 of that agreement; and

WHEREAS, WFF, on or about June 9, 1999, notified DFB Construction Corp. of its intent to terminate the construction agreement pertaining to the Property for reasons of unsatisfactory and untimely performance; and

WHEREAS, on July 23, 1999, the OWNERS entered into another construction agreement with Elizabethan Construction, Inc., for the purposes of correction and completion of the construction on the Property, which contractual relationship was also subsequently terminated; and

WHEREAS, WFF and Trovillion and Daugherty, Inc. ("TDI") entered into a subsequent construction agreement for completion of the construction on or about October 25, 1999, after termination of the contract with Elizabethan Construction, the consideration of which was the flat sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00); and

WHEREAS, the parties hereto agree that the completed house, as modified pursuant to the July 20, 1999 letter of recommended modifications submitted by American Civil Engineering Co. to the COUNTY, and as constructed by TDI in accordance with such recommendations which were subsequently approved under seal by said consulting engineers, does fully satisfy the expectations of all parties as to the structural integrity of the Property; and

WHEREAS, WFF has been administratively dissolved by the Florida Department of State and is no longer able to conduct business with any

persons whatsoever; and

WHEREAS, the OWNERS have concerns that certain improvements to the Property are in need of further modifications to more fully address the accessibility requirements of OWNER, Ronnie L. Clippard, which all parties agree should be remedied without further delay and without the involvement of another subrecipient; and

WHEREAS, the parties hereto strongly desire to resolve remaining issues in an amicable manner, without litigation, to the full and complete satisfaction of all parties, instead applying the necessary financial resources to affect specified, limited repairs and modifications rendering the home aesthetically pleasing and more accessible by its occupants; and

WHEREAS, the COUNTY has agreed to finance the necessary repairs and modifications to the residence through a State Housing Initiatives Program ("SHIP") deferred payment, ten (10) year promissory note and mortgage in an amount not to exceed TWENTY FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00) at zero percent (0%) interest which amount shall be forgiven if the resident OWNER maintains the subject property as his personal residence for at least ten (10) years;

NOW THEREFORE, it is hereby agreed to by all parties as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby included as an integral part of this Agreement.

Section 2. Representations by the OWNERS.

(a) Subject to completion of the modifications to be funded by the COUNTY described in Section 4, below, OWNERS hereby express their

unqualified approval, satisfaction, and acceptance of all constructed improvements made to the Property. Owner's satisfaction shall be deemed to include corrections made pursuant to the recommendations and subsequent sealed opinion of American Civil Engineering Inc. and the adequacy of Seminole County Building Department inspections, both of which approved the structural integrity of all repairs, modifications, and reconstruction to the roof trusses, other masonry and load bearing components as well as corrected framing, finish work, habitability and handicap access features of the final, completed structure.

(b) OWNERS further represent that they are no longer concerned or seek corrective action for any items noted in the Home Inspection Report of Tri-County Home Inspections, Inc. dated July 14, 2003.

(c) OWNERS further warrant and affirm that upon completion of the improvements funded the COUNTY as provided herein, OWNERS shall be completely satisfied as to the issues of applicable standards and alleged deficiencies regarding handicap accessibility which were raised in the September 12, 2003 letter from David Baade, Executive Director of the Fair Housing Continuum, Inc. to Central Florida Legal Services. OWNERS further retract, waive, and renounce any claims or assertions that the improvements already made to the Property or those envisioned hereunder do not conform to or are inadequate under the Uniform Federal Accessibility Standards (UFAS) developed pursuant to 42 U.S.C., section 4151, et seq.

Section 3. Respective Responsibilities of OWNERS and COUNTY for Corrective Modifications.

(a) OWNERS shall be responsible for selecting a suitable State

certified contractor and subcontractors to make the improvements described in Section 4, below. OWNERS shall solicit at least three (3) sealed bids from state certified contractors and determine which bid offers the lowest price and best qualifications. All bids submitted shall be in written, line item form of sufficient detail to allow meaningful evaluation by OWNERS and COUNTY. All bids submitted shall reflect materials and services provided that are in conformance with Florida Building Code. Any contracts entered into shall be between OWNERS and said contractor(s) only; COUNTY shall not be a party, agent, or beneficiary to any such agreements; provided, however, that COUNTY shall have the right to approve or disapprove the selection of contractors as a precondition to COUNTY'S responsibility for direct payment to the selected contractor(s) for materials and services rendered. Approval of a particular contractor shall be dependent upon that entity or person providing adequate proof to OWNERS and COUNTY of proper licensing, sufficient workers' compensation coverage, liability insurance and posting of an adequate performance bond relative to the scope of engagement.

(b) OWNERS shall be responsible for submitting all paperwork/drawings from Seminole County to the local Building Department when applying for permit(s) and making sure that the selected contractor(s) obtain all required permits before work commences. OWNERS shall notify Tim Howard or other person of comparable responsibility within the Seminole County Community Resources Division at (407) 665-7372 when the application for building permit is submitted and when it is approved. This will establish the

start date and probable move out date for the resident OWNER should he elect to relocate pursuant to section 5 hereof.

(c) COUNTY shall have the responsibility for direct payment to the selected contractor(s) and subcontractor(s) for funding of the enumerated repairs and modifications to the Property listed below. Such payments will be made directly to the contractor(s) on behalf of OWNERS upon appropriate invoicing and documentation to OWNERS and the COUNTY as to materials and services rendered. COUNTY approvals as to contractor selection and requests for payment shall be made by the Community Development Administrator. Appropriate payments shall be made to the vendors within thirty (30) days of approval by the COUNTY. Payments shall also be contingent upon approval by COUNTY building inspectors of those tasks requiring permitting and inspection under applicable building codes.

(d) Any such agreement between OWNERS and any independent contractor(s) shall explicitly provide that the COUNTY is not a party to that agreement and that both the OWNERS and the contractor(s) shall indemnify and hold the COUNTY harmless from any and all claims that may arise under that agreement or this Agreement. Nothing within this Agreement or in the agreement between OWNERS and their selected contractor(s) shall be deemed as creating or implying any privity of contract between COUNTY and any third parties.

(e) COUNTY shall have no other responsibilities to OWNERS or any other party that are not specified in this Agreement.

Section 4. Scope of Repairs, Modifications and Method of

Financing.

(a) The scope of repairs and modifications to the Property shall not exceed TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00). The modifications and repairs specified in paragraphs (c) and (d) of this section shall be financed through the origination of a ten (10) year SHIP Rehabilitation Promissory Note at zero percent (0%) interest and Mortgage security interest in the amount of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) given by OWNERS to COUNTY. The form of mortgage and promissory note are attached hereto as Composite Exhibit "C".

(b) The scope of repairs and modifications shall include and be limited only to the following items which, upon completion and final payment thereof, shall constitute full and satisfactory performance by COUNTY.

(c) *Interior Modifications*

(i) Repair water leaks related to the present shower stall and related pipes to include water damaged wood framing, sheetrock and tile repair/replacement as necessary. The parties hereto expressly agree that the COUNTY is not responsible nor liable for the occurrence of preexisting or hereafter occurring mold, mildew, or fungus growth anywhere in or on the Property, nor shall COUNTY bear any responsibility for clean up or liability for any mold, mildew, and fungus related injuries and damages of any kind whatsoever; it being further understood and agreed that the mold and mildew problem was the direct result of a correctable water pipe leak that occurred more than one (1) year prior to the September, 2003 commencement of discussions

with the COUNTY concerning corrective measures to the Property.

(ii) Tear out and removal of the current shower stall, curbed entry, and shower pan followed by installation of a MAAX/AKER® or equivalent brand ADA compliant jetted tub/shower with factory installed fold down seat, and ADA compliant grab bars. A more complete description, picture and manufacturer's product information sheets of the agreed upon unit to be installed are attached hereto as Composite Exhibit "A". This installation shall include all electrical wiring, potable water, wastewater, vent piping necessary for the proper factory recommended installation as well as construction of necessary new sidewalls and access door(s) related thereto.

(iii) Install new Moen® Posi-temp chrome pressure balance shower system or equivalent brand and model to include the shower/tub valve assembly, tub spout with diverter, hand held shower head with 69" hose and slider bar. A picture and factory information sheet of the unit is included as a part of Composite Exhibit "A".

(iv) Replace all vinyl flooring in bathroom, the color/pattern of which is to be chosen by OWNERS. The replacement vinyl shall be of an FHA approved type and shall have a warranty of at least ten (10) years. Installation shall include the use of carpet to vinyl tie-in strips where required.

(v) Reverse current positioning and insulate/wrap P-trap under lavatory to facilitate wheelchair access per the requirements of the Florida Building Code.

(vi) Insulate/wrap lavatory hot water line.

(vii) Install a new, stainless steel grab bar at rear of toilet; reinstall the existing stainless steel grab bar on wall next to side of toilet and remount after shower/tub installation; replace or repair wallboard as necessary. Both grab bars shall of the same type, diameter and style.

(viii) Repaint bathroom to color preference of OWNERS with code approved, water resistant paint.

(ix) Install new threshold or a 1:12 bevel at kitchen door entry that meets Florida Building Code wheelchair access requirements; modify the door to insure a tight seal to include installation of a new door panel, if necessary .

(x) Installation of a 21.8 cu. ft. Whirlpool®, side-by-side refrigerator and freezer, model ED2VHGXMQ or equivalent brand and model with door mounted ice and water dispenser. A more complete description, photograph and manufacturer's product information sheets of the make and model of the unit agreed upon by the parties are attached hereto as Composite Exhibit "B".

(xi) Lower the upper kitchen cabinets to just above the existing electrical outlet height to aid access. Such modifications shall include lowering the range exhaust hood to the extent allowed by the building code and best efforts to line up the cabinet above the range hood with the other upper cabinets to the fullest possible extent. The affected wall shall be patched, textured and painted to match the existing adjacent wall area. OWNERS understand that no assurance can be given of an aesthetically perfect final cabinet alignment by virtue of building code height limitations for accommodating a functional,

ventilated range hood. These cabinet modifications shall be in lieu of any modification of the kitchen sink bottom cabinets to allow knee space and attendant wrapping of the trap and hot water line under the sink; the OWNERS having agreed that the present height and configuration of the kitchen sink and its base cabinet provide adequate wheelchair access.

(d) *Exterior Modifications*

(i) Remove the existing concrete parking pad, drive section and sidewalk, ramp and front entry landing and install a new concrete parking pad of the same dimensions, sidewalk and front entry landing (insure gradients meet accessibility section of the Florida Building Code. The new parking pad shall be level except to allow minimum pitch away from the house for drainage.

(ii) Reconstruct front entry access ramp gradients from front door threshold to and including parking pad in front of garage. All walkway ramps shall be at proper incline grade ratio no greater than 1:12.

(iii) Install a new section of concrete drive from the new parking pad and end at the same location as the existing concrete drive. Re-grade the earth as necessary to provide a smooth tie-in to finished grade at all sides of the new pad and drive.

(iv) Re-grade the area affected by construction in order to have positive drainage away from the home and not allowing water to trap along the way. Install top soil and sod as necessary to tie yard and new concrete together while insuring drainage away from the home, sidewalk and pad.

(v) Install new soffit material at rear of home (where missing) to match existing installation.

Section 5. Temporary Relocation of OWNER.

(a) OWNERS affirm their awareness that COUNTY housing rehabilitation and construction programs require residents to vacate the premises during the construction project. This is particularly true where, as here, the work will involve temporary discontinuance of water and electric service for some period of time. Accordingly, OWNER, Ronnie L. Clippard hereby agrees to vacate the home and to remove his personal property during the construction. COUNTY shall not be obligated to perform under this agreement unless and until OWNER proceeds with relocation. OWNERS shall not authorize selected contractors to commence work on the residence until Mr. Ronnie L. Clippard shall have completed removal of his personal property and relocated himself and any other persons living with him to other, temporary domicile. Failure to comply with the terms of this section shall be an event of default under this Agreement and entitle COUNTY to terminate this Agreement.

(b) OWNER, Ronnie L. Clippard shall be entitled to receive an allowance for the cost of temporary relocation in the amount of ONE THOUSAND SIX HUNDRED and NO/100 DOLLARS (\$1,600.00). Such amount shall be payable in two installments of EIGHT HUNDRED and NO/100 DOLLARS (\$800.00). The first installment shall be paid at the time of commencement of relocation. The second installment shall be due and payable at the time the resident OWNER completes his move back into the home at the completion of the construction project. No OWNER shall

be entitled to any further compensation whatsoever for direct or indirect costs of temporary relocation of individuals and their personal property.

Section 6. Indemnification and Hold Harmless Provisions.

(a) COUNTY shall have no liability for loss or damage to personal property or personal injury to OWNERS or any other person as a result of the relocation described in Section 5, above. OWNERS agree to indemnify and hold COUNTY harmless against any and all claims arising by virtue of said relocation. Furthermore, COUNTY shall not be liable for any injury or damage to person or property caused by OWNERS' presence on the subject property or in the house during any phase of this repair and rehabilitation project including any subsequent decision or action by the resident OWNER and/or persons under his control to resume residency therein in a manner that violates this Agreement.

(b) Except for the direct payments to selected contractors specifically set forth in Section 4 above, the COUNTY shall not be liable to any person, firm, entity, or corporation in connection with any materials, labor, and installations OWNERS may have agreed to be performed hereunder, or for debts or claims accruing to third parties against OWNERS pursuant to some other contractual arrangements. Nothing in this Agreement shall create a contractual relationship either express or implied between COUNTY and any other person, firm, or corporation supplying any property, work, labor, services, goods, or materials to OWNERS as a result of this Agreement, including the contractors,

subcontractors, and vendors who may from time to time be employed by OWNERS.

(c) No party to this Agreement, or any officer, employee, or agent thereof shall be deemed to assume any liability for the acts, omissions, or negligence of the other party to this Agreement, its officers, employees, and agents.

(d) COUNTY shall not be deemed to assume any liability for the acts, omissions, or negligence of any other third party, its officers, employees and agents, if any in connection with any other agreement between the OWNERS and selected building contractor, subcontractor, or any other person.

(e) In addition to the foregoing requirements, the OWNERS agree to hold the COUNTY, its officers, agents, and employees harmless from any and all claims made against the COUNTY, its officers, agents, and employees which may arise out of any action or omission of the OWNERS or any subcontractor or any of their officers, employees, or agents and any and all claims which result from any condition created or maintained by the OWNERS or their contractor, subcontractor or any of their officers, employees, or agents, which condition was not specified to be created or maintained by this Agreement or as a result of any other agreement between OWNERS and third parties. The agreement to hold the COUNTY, its officers, employees, and agents harmless shall not be limited to the limits of the liability insurance required under the provisions of any other agreement or this Agreement.

(f) OWNERS further agree that they shall not hold the COUNTY

liable for any other latent defects that may hereafter be discovered by them arising from the previous construction involving WFF and its contractors or which arise as a result of any construction, modifications, or repairs to the Property under this Agreement.

(g) COUNTY shall not be liable for any liquidated damages or damages of any other kind due to delays in the performance of this Agreement caused by OWNERS or other persons under their control or employ, including particularly contractors, subcontractors, and suppliers providing labor or materials for working on the Property.

(h) OWNERS hereby voluntarily, freely, and willingly waive all rights to bring any cause of action of any kind against COUNTY arising from either or both of such construction programs in exchange for COUNTY's performance under this Agreement.

Section 7. Independent Contractors. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement the relationship of OWNERS to the COUNTY is that of independent contractors and not that of employees or agents. No statement contained in this Agreement shall be construed so as to find the OWNERS to be employees or agents of the COUNTY and neither the OWNERS nor anyone in their employment or in privity of contract with OWNERS shall be entitled to any of the rights, privileges, or benefits of COUNTY employees.

Section 8. Entire Agreement Between the Parties.

(a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the

parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

(b) Composite Exhibits "A" and "B" are deemed an integral part of this Agreement and are hereby incorporated by reference.

Section 9. Modification or Amendment of Agreement. Any modification or amendment of this Agreement shall require the adoption of a written instrument of equal formality and dignity with this Agreement and signed by both parties. Upon its adoption, any amendatory agreement shall be deemed a part of this Agreement.

Section 10. Assignment and Beneficiaries. Neither party hereto shall assign any of its rights, duties or obligations hereunder without the express written, proper approval of the other party. There are no third party beneficiaries to his Agreement nor shall anything herein be construed as creating any privity of contract for any person other than the signatories hereto.

Section 11. Time for Performance. The covenants herein to be performed by the COUNTY and by OWNERS shall be commenced upon execution of this Agreement and shall be completed within four (4) months thereof. COUNTY shall not be liable for any cause of action or damages arising from delays caused by the OWNERS or persons employed or contracted by OWNERS for failure to timely perform any of the functions required of contractors.

Section 12. Changes in Scope of Repairs and Modifications. COUNTY or OWNERS may request changes that modify the scope of services in Section 4, above; provided, however, that such changes and method or amount of payment shall be authorized only by formal amendment to this Agreement duly executed by the parties.

Section 13. Disputes and Interpretation of Agreement. All services shall be performed by the OWNERS by and through their selected contractors and subcontractors to the satisfaction of the Community Development Administrator who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement. The decision of the Community Development Administrator upon all claims, questions and disputes hereunder shall be final and conclusive.

Section 14. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 15. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no

way affect the validity of the remaining covenants or provisions of this Agreement.

IN WITNESS WHEREOF, the OWNERS and the COUNTY hereto have executed this instrument for the purposes herein expressed.

James P. Self Jr
Witness

By: Ronnie Clippard
RONNIE L. CLIPPARD

Wendy L. Hartman
Witness

Date: 12/20/2004

Gloria J. Wintersteen
Witness

By: Gary Clippard
GARY L. CLIPPARD

Honny Smith
Witness

Date: 12-20-2004

G. P. Clippard
Witness

By: Donna Clippard
DONNA M. CLIPPARD

Tracy Ellen Green
Witness

Date: 12-20-2004

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
6/10/04 Draft
7/02/04 revised, blackline draft
7/20/04 Draft
7/26/04

Attachments: Composite Exhibit "A" - Information Sheet for handicap
accessible tub and shower unit with fold down seat and
hand held shower assembly

Composite Exhibit "B" - Information sheet for 21.8 cu.
ft. side by side refrigerator with ice and water
dispenser in door

Composite Exhibit "C" - Form of SHIP Deferred Payment
Mortgage Deed and Promissory Note

COMPOSITE EXHIBIT "A"

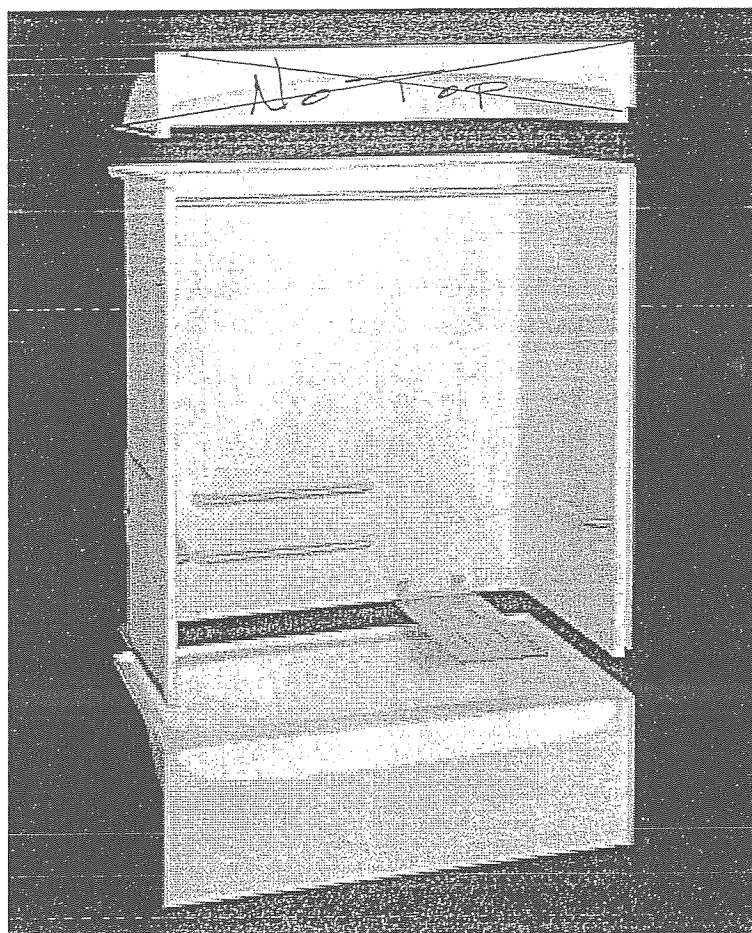
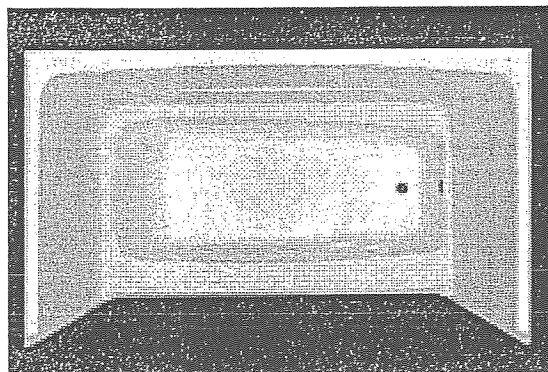
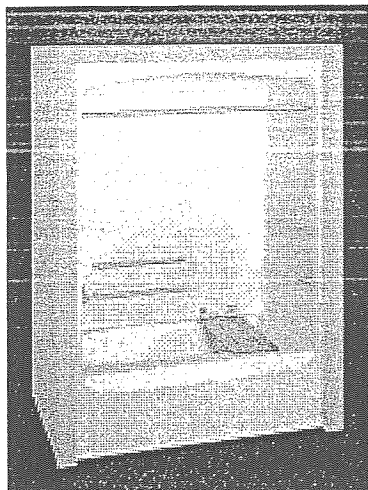
Product Item: One (1) tub/shower combination unit - MAAK/Aker® Model BF-TS2/ADA or equivalent including the following features and options. Unit is to be fully installed by a contractor in conformance with applicable building code requirements; Said features to include the following:

- (a) Color: White
- (b) Right side drain
- (c) Left side fold down seat to be factory installed
- (d) Six (6) Jet Homestead System
- (e) Factory installed "surround" with grab bars
- (f) No top cap (lid) shall be provided

A Moen Posi-Temp® shower head and tub faucet assembly shall also be installed in conjunction with the unit. A photograph and manufacturer's information sheet for that assembly are also included as a part of this Composite Exhibit "A".

See attached Product Sheets from manufacturers, comprising part of this Exhibit A.

BARRIER-FREE TUB/SHOWER



ADA COMPLIANT PACKAGE

BF-TS2 / ADA

Rough-In Dimensions

60" wide x 33-3/4" deep x 79-1/4" high (87-1/2" high w/cap)

Finished Unit Dimensions

60" wide x 32-1/4" deep x 77-3/4" high (87-1/4" high w/cap)

Unit Features

- Two - Piece Gelcoated Fiberglass
- 2" Dia. Drain/RH or LH (see reverse side for location)
- 2-1/2" Dia. Overflow (see reverse side for location)
- Factory Applied Reinforcement for Package Shown
- Factory Installed, ADA Compliant Bar Configuration
- Factory Installed, ADA Compliant Folding Tub Seat
- Textured Floor Pattern
- Balsa Wood "Anti-flex" Floor Construction

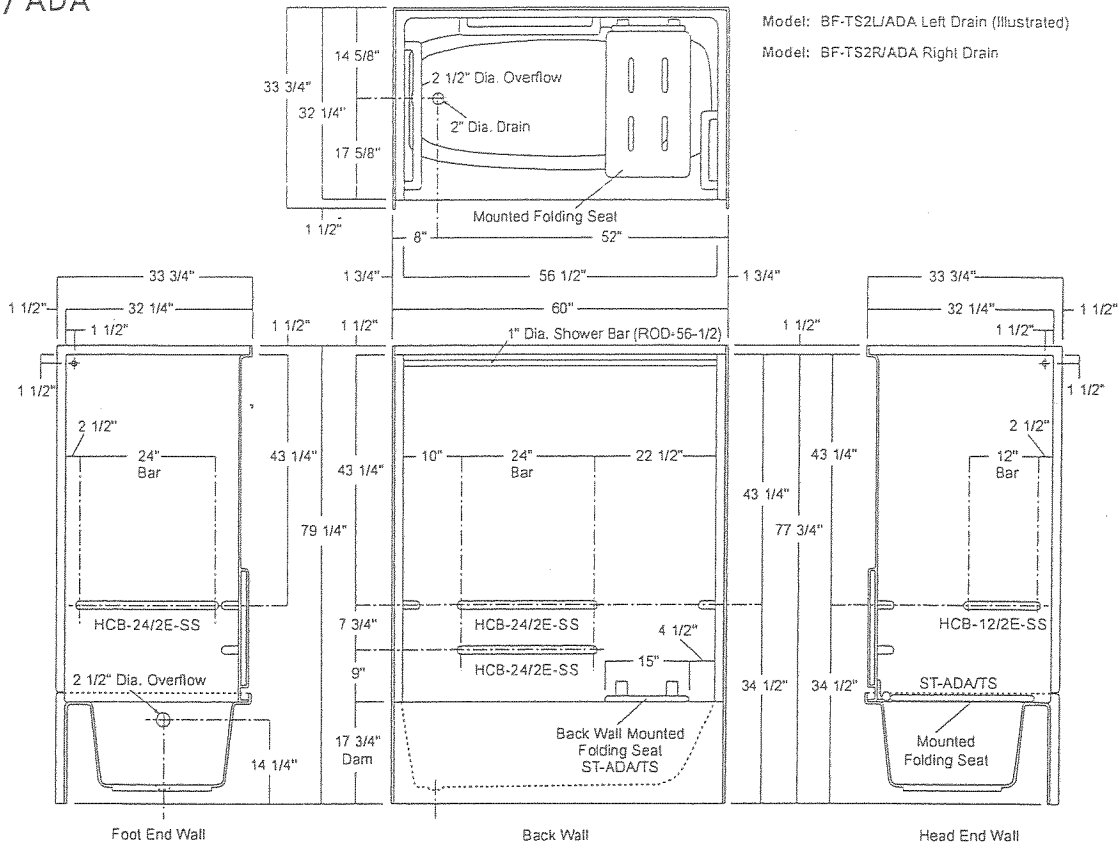
Special Notes

- Unit Complies with ANSI Z 124 Series
- Unit Complies with HUD / FHA UM-73a (use of materials)
- Package Complies with ANSI A 117 Standard (ADA compliance)
- Unit Cap Available (see reverse side for details)
- Whirlpool System Available (see reverse side for details)
- Whirlpool System Complies with ANSI A 112 Standard
- Whirlpool System is UL Listed



BARRIER-FREE TUB/SHOWER

BF-TS2 / ADA



Model: BF-TS2L/ADA Left Drain (Illustrated)
Model: BF-TS2R/ADA Right Drain

This package is configured for use with a shower curtain.
This package uses 1-1/2" diameter flangeless, brushed stainless steel bars.

Tub/Shower Accessories

- Order No.: CAP-TS2
60" x 32-1/4" x 9-3/4" high, Gelcoated Fiberglass Cap for unit listed. (*Cap packaged separately*)
- Order No.: DMLGT (*Field Installed Fixture*)
Factory applied reinforcement and 5-1/4" dia. hole cut in dome/cap, to accept UL Listed shower light. (*Light packaged separately*)

Whirlpool System Accessories

- Order No.: IHKIT-T (*110v/12 amp*)
Factory installed, 1500 watt, in-line heater to help maintain whirlpool water temperature.

Tub/Shower Package

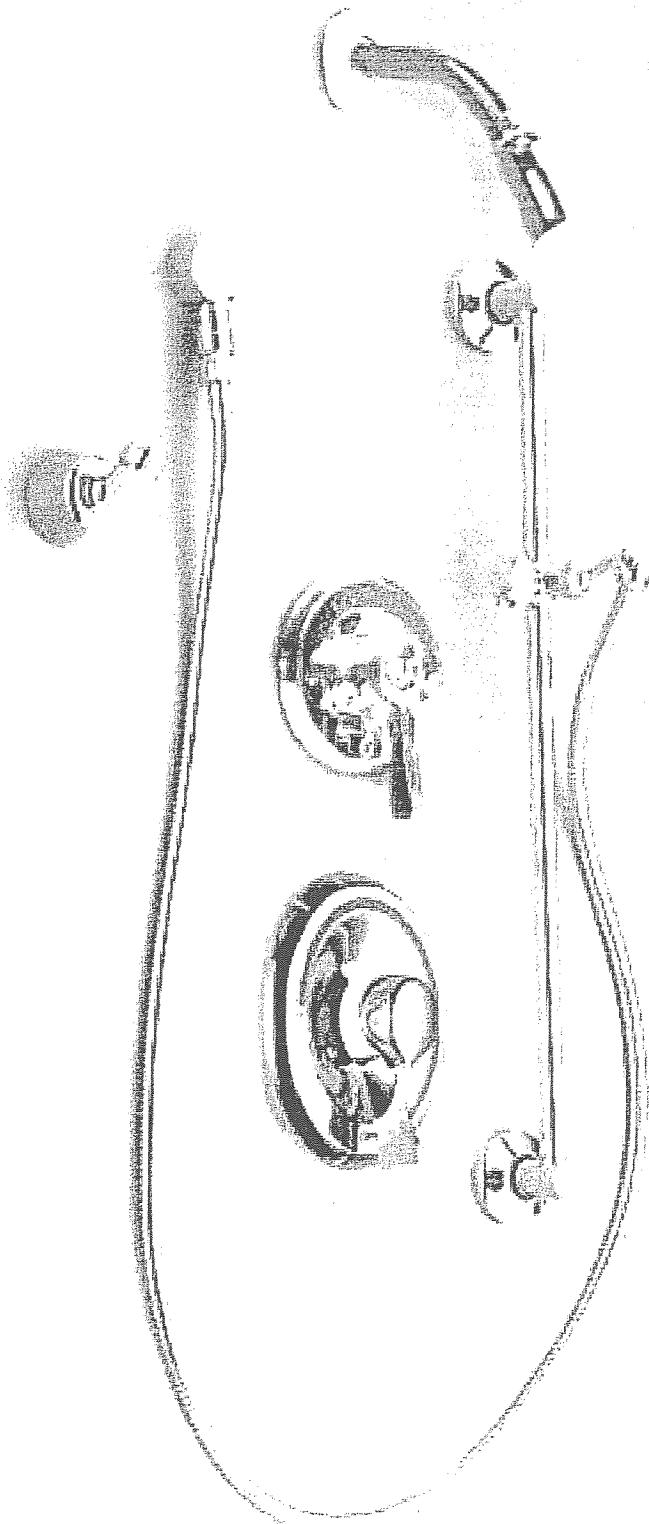
- Order No.: BF-TS2R/ADA (*RH Drain / ADA Compliant Package*)
BF-TS2L/ADA (*LH Drain / ADA Compliant Package*)
60" x 32-1/4", Two-Piece, Gelcoated Fiberglass Tub/ Shower with 17-3/4" apron, structurally reinforced wall surround, with drain on end indicated and a factory mounted ADA compliant grab bar and folding seat package.

Homestead Collection

- Order No.: BF-TS2 (R or L) WH/ADA/HMSWH (*WH Unit & WH Trim*)
BF-TS2 (R or L) BO/ADA/HMSBO (*BO Unit & BO Trim*)
BF-TS2 (R or L) BT/ADA/HMSBT (*BT Unit & BT Trim*)
Factory installed 6-Jet Homestead system with 6 adjustable jets, pneumatic on/off control and a 3/4 hp pump.

Dimensions shown are maximum. Due to the nature of the materials involved, actual unit dimensions can vary. (Tolerances: +0/- 3/8 inch)

Product Description:
MOEN POSI-TEMP
CHROME
PRESSURE/BALANCE
SHOWER SYSTEM,
INCLUDES POSI-
TEMP PRESSURE
BALANCING VALVE, 3
FUNCTION
TRANSFER VALVE,
HAND HELD
SHOWER, 69" HOSE,
SHOWERHEAD, ARM,
& FLANGE, 30" SLIDE
BAR, VACUUM
BREAKER, DROP
ELL, & WALL
BRACKET




COMPOSITE EXHIBIT "B"

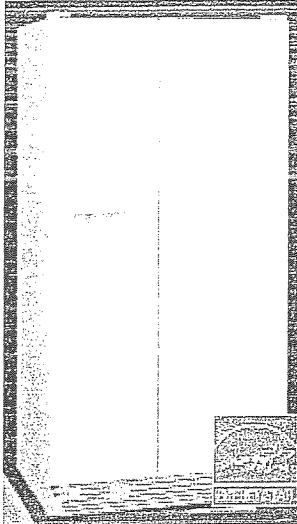
Product Item: One (1) Refrigerator - Whirlpool Model ED2VHGXMQ or its equivalent being generally described as a 21.8 cu. ft., side by side unit with water and ice dispensers built into the door. Water supply lines are to be installed and connected by contractor. Unit shall be fully installed and ready for use per Florida Building Code standards.

See attached Product Sheets from manufacturer, comprising part of this Exhibit B.

HOME PRODUCTS ACCESSORIES CUSTOMER SERVICE ACTIVITY CENTER SITE MAP



New Products
 Dealer Locator
 Helpful Shopping Guides
 Appliance Doctor
 Company Info



21.8 Cu. Ft. Side-By-Side Refrigerator
 ENERGY STAR® Qualified

Models

ED2VHGXMQ
White-on-White



* Manufacturer's Suggested Retail Price. Dealer alone determines actual price.

Dimensions

- Depth including Handles 33 3/4 in.
- Depth with Door Open 90 Degrees 40 7/8 in. Cabinet
- Height 65 7/8 in.
- Height including Hinge Cap 66 3/4 in.

Key Features

- Energy Star® Qualified
- Radius Door Design
- Full-Length Door Handles
- EZ-Touch™ Crushed/Cubed Ice and Water Dispenser with Control Lockout
- 6-Month UltraEase™ Water Filtration System
- Accu-Chill™ Temperature Management System
- Adjustable SpillGuard™ Glass Shelves
- EZ-Vue™ Plus Humidity-Controlled Crisper
- EZ-Vue™ Meat Bin
- Adjustable Opaque Gallon Door Bins
- Full-Width Freezer Bin

Model Options

Find

[View Our Promotions](#)

[Custom Accessories Also Available](#)

[Shop For Service Plans](#)

[Contact Us](#)

[Dimension Guide](#)

[Energy Efficiency Information](#)

[Warranty](#)

Width 32 3/4 in.

Dimensions shown
are for planning
purposes only. For
complete
information, see
Installation
Instructions packed
with product.

**Electrical
Requirements:**
15 OR 20A, 115V,
60HZ, A TIME-
DELAY FUSE OR
CIRCUIT BREAKER
AND SEPARATE
CIRCUIT IS
RECOMMENDED.

[Privacy Policy](#) [Terms of Use](#)

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COMPOSITE EXHIBIT "C"

STATE HOUSING INITIATIVE PARTNERSHIP
(SHIP) PROGRAM

TWENTY FIVE THOUSAND and NO/100 DOLLARS

(\$25,000.00)

10 YEAR MORTGAGE DEED

and

DEFERRED PAYMENT PROMISSORY NOTE

This document was prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

**This Mortgage is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 199.032 and
199.183(1), Florida Statutes (2003)**

SEMINOLE COUNTY
HOME REHABILITATION ASSISTANCE PROGRAM
MORTGAGE DEED

THIS MORTGAGE DEED is made and entered into this ____ day of _____, 2004, by Ronnie L. Clippard, whose address is 4150 Moores Station Road, Sanford, Florida 32771, Donna M. Clippard and Gary L. Clippard, whose address is 160 Wilson Drive, Lake Mary, Florida 32746 (collectively the "MORTGAGORS"), in favor of Seminole County, a political subdivision of the State of Florida, (the "MORTGAGEE") whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771.

W I T N E S S E T H:

1. That for good and valuable consideration and in particular the sum of TWENTY FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00) through the issuance of that certain SHIP Program Deferred Payment Mortgage Promissory Note in that amount and of even date herewith, (the "Note") the MORTGAGOR hereby grants, bargains, sells, promises, conveys, and confirms unto the MORTGAGEE all of the MORTGAGORS' interests in that certain parcel of real property located at 4150 Moores Station Road, Sanford, Florida 32771, the legal description and parcel identification number for which are as follows:

THE WEST 200 FEET OF THE SOUTH 227 FEET OF THE NE 1/4
OF THE SE 1/4 OF THE SW 1/4 OF SECTION 03, TOWNSHIP 20
SOUTH, RANGE 31 EAST (LESS THE ROAD RIGHT OF WAY), ALL
OF SAID LAND LYING SITUATE IN SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 03-20-31-300-013C-0000

(the "Property").

2. To have and to hold the same, together with the tenements, hereditament and appurtenances thereto belonging, and the rents, issues, and profits thereof, unto the MORTGAGEE in fee simple.

3. The MORTGAGORS covenant with the MORTGAGEE that the MORTGAGORS are indefeasibly seized of said Property in fee simple; that the MORTGAGORS have good right and lawful authority to convey said land as aforesaid; that the MORTGAGORS will make such further assurances to perfect fee simple title to said land in the MORTGAGEE as may reasonably be required; that the MORTGAGORS hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the Public Records of Seminole County as of the date hereof.

4. MORTGAGORS further covenant to use the improved Property only as the occupied residence for MORTGAGOR Ronnie L. Clippard, and that the Property shall not be sold, leased, conveyed, transferred or refinanced for at least ten (10) years From the date hereof except as may be otherwise provided in the Note, and applicable statutes and regulations.

5. MORTGAGORS covenants and agrees to pay promptly when due the principal and interest, if any under this Mortgage and the Note; provided; however, no payments shall be due so long as the Property remains occupied by MORTGAGOR Ronnie L. Clippard as his personal residence and the Property is not leased, subleased, rented transferred or conveyed to any other persons.

6. If the MORTGAGORS shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven, and be canceled on the tenth (10th) anniversary of the date of this Mortgage.

7. MORTGAGORS covenant and agree to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property. In the event MORTGAGORS fail to pay when due any tax, assessment, insurance premium, or other sum of money payable by virtue of this Mortgage and the Note, the MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGORS covenant and agree to keep the Property in good repair and to permit, commit, or suffer no waste, impairment, or

deterioration of the Property or any part thereof, except for reasonable wear and tear.

9. MORTGAGORS covenant and agree to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to the MORTGAGEE per the written authorization of the MORTGAGEE. Said insurance policy or policies shall be held by and payable to the MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, that the MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. The MORTGAGEE shall account to the MORTGAGORS for any surplus monies received by MORTGAGEE.

10. MORTGAGORS covenant and agree to pay or reimburse all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGORS to promptly and fully comply with this Mortgage, the Note, any other agreements, stipulations, conditions and covenants regarding the Property. Failure of MORTGAGEE to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default hereunder.

11. In the event of a foreclosure or voluntary sale, the MORTGAGEE shall have the right of first refusal to purchase the Property from the MORTGAGOR for the amount and on the terms specified in a written, firm contract between the MORTGAGORS and the prospective purchaser. MORTGAGEE shall have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase hereunder by sending written notice to the MORTGAGORS.

12. Subject to paragraph six (6) hereof, if any sum or money referred to herein or in the Note is not promptly paid within thirty (30) days after the same becomes due, or if each and every agreement, stipulation, condition, and covenant of either or both instruments are not fully performed, complied with, and abided by, then the entire principal amount thereof or the entire balance then due and outstanding, whichever is greater, shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable, anything else in said instruments to the contrary notwithstanding. Failure by the MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.

13. MORTGAGORS shall not execute an assumption, or in any way transfer, assign, or convey its obligations under this Mortgage and the Note secured hereunder without the proper written consent of MORTGAGEE.

14. If all or any part of the Property or any interest is sold or transferred during the term of this Mortgage without notice to and consent from the MORTGAGEE and in compliance with this Mortgage and

the Note, the MORTGAGEE may require immediate payment in full of all sums due under said instruments and the MORTGAGORS shall be considered in default under the terms of the Mortgage and the MORTGAGEE shall have the right to initiate foreclosure procedures.

15. If the Property remains owner occupied and is not refinanced, rented, leased, subleased, conveyed, sold or otherwise transferred for a period of ten (10) years from the date hereof, then this SHIP Mortgage and the Note secured thereby shall be forgiven in full and MORTGAGEE shall file a release and satisfaction in the Public Records of Seminole County, Florida. Conversely, if the Property shall not remain owner occupied for ten (10) years and is instead refinanced, leased, subleased, rented, conveyed or possession is otherwise transferred to any other person(s), said circumstances shall be an event of default and the entire amount due under this Mortgage and the Note shall be immediately due and payable less any credit given to MORTGAGORS by virtue of forgiveness and recapture provisions of the SHIP regulations in effect at the time of such default.

16. In the event a mortgagee of higher priority, its successors or assigns shall acquire the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any provisions in this instrument or the Note restricting the uses of the Property, as well as any other liens and encumbrances created by such instruments, shall no longer be of any force or effect and such persons shall take title free and clear of all such restrictive covenants and liens.

17. Whenever used, the terms MORTGAGOR and MORTGAGEE shall include all parties to this instrument, their heirs, successors, legal representatives and assigns and references to any Note shall mean all Notes secured by this Mortgage if more than one (1) exists.

IN WITNESS WHEREOF, the MORTGAGORS have executed their hands and seals on the day and year first above written.

Witness

By: _____

Witness

Print Name: _____

Witness

By: _____

Witness

Print Name: _____

Witness

By: _____

Witness

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this ____ day of _____,
2004, before me, an officer duly authorized in the State and County
aforesaid to take acknowledgments, personally appeared

and _____, who are personally known
to me or who have produced _____,
_____, and _____,
respectively, as identification.

[NOTARY SEAL]

Notary Public signature

This document was prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

This instrument is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 199.032 and
199.183(1), Florida Statutes (2003)

SEMINOLE COUNTY HOME REHABILITATION ASSISTANCE PROGRAM
SHIP PROGRAM DEFERRED PAYMENT PROMISSORY NOTE

PRINCIPAL AMOUNT: TWENTY FIVE THOUSAND AND NO/100 DOLLARS
(\$25,000.00)

DATED DATE: _____, 2004

MATURITY DATE: _____, 2014

RATE OF INTEREST: ZERO PERCENT (0.00%) PER ANNUM

MAKERS: Ronnie L. Clippard
4150 Moores Station Road
Sanford, Florida 32771

and

Donna M. Clippard and Gary L. Clippard
160 Wilson Drive
Lake Mary, Florida 32746

HOLDER: Seminole County Government
1101 East First Street
Sanford, FL. 32771

1. FOR VALUE RECEIVED, MAKERS promises to pay to the order of the HOLDER the sum of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) on _____, 2014, in lawful money of the United States, at 1101 East First Street, Sanford, Florida 32771, or at such other place as the HOLDER may designate in writing.

2. This Mortgage Note (the "Note") is secured by that certain Mortgage of even date herewith and attached hereto, given by MAKERS on certain real property, the mailing address of which is 4150 Moores Station Road, Sanford, Florida 32771 and legally described as follows:

THE WEST 200 FEET OF THE SOUTH 227 FEET OF THE NE 1/4
OF THE SE 1/4 OF THE SW 1/4 OF SECTION 03, TOWNSHIP 20
SOUTH, RANGE 31 EAST (LESS THE ROAD RIGHT OF WAY), ALL
OF SAID LAND LYING SITUATE IN SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 03-20-31-300-013C-0000

(the "Property")

3. If the MAKERS fails to use the Property in the manner as required by this instrument and the attached Mortgage, or shall be in default for any of the reasons set forth below, then all outstanding sums due under this Note shall become immediately due and payable in full, less any applicable forgiveness of the amount then due by virtue of the recapture provisions of the SHIP regulations in force at the time of said event of default.

4. MAKERS shall use the proceeds of this Note only for the purposes of rehabilitation of the Property in the manner as represented to the Mortgagee. Failure of MAKERS to use the Note proceeds in said fashion shall be an event of default hereunder and under the Mortgage.

5. An event of default shall include the following:

(a) Failure to use the Note proceeds in accordance with paragraph 4, above.

(b) Failure to pay the principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is rented, leased, subleased, sold, transferred, or conveyed or MAKER, Ronnie L. Clippard otherwise ceases to occupy the Property as his residence prior to the maturity date, or the expiration of the ten (10) year Affordability Period, as defined in the SHIP Regulations or applicable statutes, unless the obligation shall have been otherwise forgiven or satisfied.

(c) The sale, transfer, conveyance or refinancing of the subject home and real property, within ten (10) years from execution of this Note, by MAKERS or their successors.

(d) The destruction or abandonment of the improvements on the subject Property by MAKERS or their successors.

(e) Failure to pay applicable property taxes on the Property and improvements.