

RESOLUTION NO. 2012-133

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING BIDS AND AUTHORIZING CDBG DEFERRED PAYMENT LOANS UNDER THE DEPARTMENT OF ECONOMIC OPPORTUNITY SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ON BEHALF OF ST. JOHNS COUNTY AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS OR HIS DESIGNEE TO EXECUTE THE REQUIRED DOCUMENTS**

**RECITALS**

**WHEREAS**, Resolution No. 2010-115 authorized the preparation of a Small Cities Community Development Block Grant (CDBG) Neighborhoods application for Housing Rehabilitation; and

**WHEREAS**, Resolution 2011-148 authorized the submission for the application to the State DCA, now the Department of Economic Opportunity (DEO); and

**WHEREAS**, Resolution 2011-247 approved the list of CDBG eligible homeowners submitted by the consultants Jordan & Associates; and

**WHEREAS**, the consultants Jordan & Associates have inspected, prepared specifications and bid the work for the 7 homes in the bidding round #2 in accordance with CDBG program guidelines; and

**WHEREAS**, the amount of funds remaining available to provide assistance to the residents under round # 2, is \$121,343.33, staff suggests acceptance of recommendation #1 contained in the letter from consultants Jordan and Associates dated April 09, 2012, recommending award of SJC-11 (Stringer) to Fidus Group in the amount of \$59,488.00; and SJC-15 (Windham) to Mark-It-Right Builders in the amount of \$12,100.00.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:


**Section 1.** The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners hereby approves recommendation #1 as described in the letter dated April, 09, 2012 from grant consultant, Jordan & Associates attached hereto as Exhibit 'A', approves the bids and authorized CDBG Deferred Payment Loans as recommended by the consultants Jordan & Associates attached hereto as Exhibit 'B', incorporated by reference and made a part hereof in accordance with CDBG program guidelines.


**Section 3.** To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without the subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED this 15<sup>th</sup> day of May 2012.

**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

By:   
**Mark P. Miner, Chair**

**ATTEST:** Cheryl Strickland, Clerk

By:   
**Deputy Clerk**

RENDITION DATE 5/3/12



April 9, 2012  
Housing & Community Services Department  
St. Johns County Board of County Commissioners  
Recommendation of Award  
Page 2

The County has committed \$506,156.78, through Round #1, to provide assistance to eligible applicants under the County's CDBG project. From the original allocation under the construction line-item, the County had \$627,500 in available construction dollars. Therefore, the County has \$121,343.22 in available CDBG funds to provide assistance to residents under the Round #2 allocation. As such, we have prepared two (2) separate recommendations of award.

Recommendation #1: We recommend award of the following contracts:

SJC-11 (Stringer) to Fidus Group in the amount of \$59,488.00; and,  
SJC-15 (Windham) to Mark-It-Right Builders in the amount of \$12,100.00.

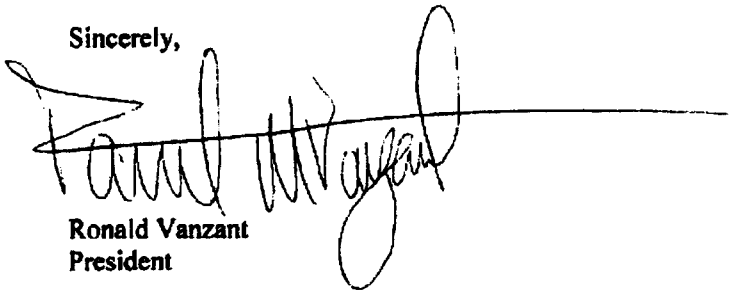
Based on the aforementioned recommendation, the County would have \$49,755.22 remaining under their construction line item for change orders.

Recommendation #2: The County requests a budget modification to release unencumbered administrative funds – estimated at \$9,000; thereby, increasing the amount of available construction funding. If the County chooses to submit a budget modification to the Florida Department of Economic Opportunity, specifically to release the available funds from the administration line item, we recommend the following contracts:

SJC-11 (Stringer) to Fidus Group in the amount of \$59,488.00; and,  
SJC-12 (Early) to Bernard Development Inc. in the amount of \$62,936.00.

Should you have any questions or concerns, please do not hesitate to contact me at (904) 264-6203 or by e-mail at [rvanzant@jordangrants.com](mailto:rvanzant@jordangrants.com).

Sincerely,



Ronald Vanzant  
President

Attachments (1)

# BID TABULATION SHEET

PROJECT: St. Johns Center - CDBG Homeless Rehabilitation Program

March 19, 2012

CDBG Client Information

	SJC-7	SJC-11	SJC-12	SJC-13	SJC-14	SJC-15	SJC-16	SJC-17	SJC-18
Company Name	Chou Baker 136 Hunt St.	Rosita Stringer 5285 Don Manuel Rd	Barbara Dearly 1174 W King St	Katie E. Willis 6025 Armstrong Rd	Letha Jones 640 N St. Johns St	Stephanie P. Wroblewski, 308 4th St.	Mattie Mitchell 1698 Carter Rd.	Melinda Peoples 4958 Bradley St.	Gina Porter 1051 Peyer St.
Bernard Development, Inc. (BDI)	No Bid Submitted	\$ 55,336.00	\$ 62,936.00	INCOMPLETE BID	\$ 55,984.00	No Bid Submitted	\$ 55,586.00	\$ 62,936.00	No Bid Submitted
Black Star Group	No Bid Submitted	No Bid Submitted	No Bid Submitted	No Bid Submitted	No Bid Submitted	No Bid Submitted	No Bid Submitted	No Bid Submitted	No Bid Submitted
The Fidus Group	No Bid Submitted	\$ 59,488.00	\$ 59,332.00	\$ 58,071.00	\$ 59,038.00	No Bid Submitted	\$ 59,908.00	\$ 59,932.00	No Bid Submitted
Generation Homes, LLC	No Bid Submitted	\$ 61,308.00	\$ 68,216.00	\$ 68,483.00	\$ 61,446.00	No Bid Submitted	\$ 61,242.00	\$ 67,902.00	No Bid Submitted
Mark II Right Builders, LLC	\$ 10,250.00	\$ 96,150.00	\$ 100,500.00	\$ 100,150.00	\$ 96,520.00	\$ 12,100.00	\$ 96,600.00	\$ 100,800.00	INCOMPLETE BID
RKS Construction & Design, Inc.	\$ 10,369.00	\$ 70,534.00	\$ 78,224.00	\$ 78,944.00	\$ 61,269.00	\$ 14,705.00	\$ 71,059.00	\$ 78,264.00	\$ 20,835.00
Award Recommendation	No Acceptable Bid	The Fidus Group \$ 59,488.00	BDI, Inc. \$ 62,936.00	Generation Homes \$ 68,483.00	The Fidus Group \$ 59,038.00	Mark II Right \$ 12,100.00	The Fidus Group \$ 59,908.00	BDI, Inc. \$ 62,936.00	No Acceptable Bid
15% Below J&A Estimate	\$ 11,664.10	\$ 57,608.75	\$ 61,020.00	\$ 61,020.00	\$ 58,076.25	\$ 9,383.75	\$ 57,842.50	\$ 61,020.00	\$ 11,382.35
Jordan & Associates Estimate	\$ 13,746.00	\$ 67,775.00	\$ 71,800.00	\$ 71,800.00	\$ 68,325.00	\$ 11,575.00	\$ 68,050.00	\$ 71,800.00	\$ 13,391.00
15% Above J&A Estimate	\$ 15,807.90	\$ 77,941.25	\$ 82,570.00	\$ 82,570.00	\$ 78,573.75	\$ 13,311.25	\$ 78,257.50	\$ 82,570.00	\$ 15,399.65

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

Opened By: RONALD VIZCINI RW

Tabulated By: RONALD VIZCINI RW

Verified By: [Signature]

**ST. JOHNS COUNTY CDBG-HR PROGRAM  
DEFERRED PAYMENT LOAN AGREEMENT**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made, as of May 1, 2012, by and between Rosita C. Stringer, of 5285 Don Manuel Rd, Elkton FL 32033 (hereinafter referred to as the "Owner") and St. Johns County through its Board of County Commissioners (hereinafter referred to as the "County").

**RECITALS:**

- A. The Owner is the owner of that certain real property located in an unincorporated area of the City of Elkton, within the County of St. Johns County, in the State of Florida, that parcel being more particularly described in Exhibit A, attached hereto and made a part hereof, on which is constructed, as of the date of this Agreement, that certain single-family housing unit located at 5285 Don Manuel Rd, Elkton FL 32033 (hereinafter referred to as the "Project Site").
- B. The Owner has proposed to finance the cost of rehabilitation construction on the Project Site from the proceeds of a Deferred Payment Loan (DPL) funded from a Community Development Block Housing Rehabilitation (CDBG-HR) program through the State of Florida.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the parties hereto, for themselves and for their respective successors and assigns, hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference as if fully set forth herein.
2. **Principal.** The principal amount of the DPL shall be equal to \$59,488.00
3. **Term.** This Agreement shall be for one hundred and twenty (120) months from the date hereof, to remain in effect until May 1, 2022, at a zero percent (0%) annual rate of interest (hereinafter referred to as the "Term").
4. **Amortization.** The DPL principal amount shall be forgiven in an equal amount on a monthly basis throughout the duration of the Term. Ten percent (10%) of the principal amount of the DPL shall be forgiven each year. Repayment of the DPL, where applicable, shall be based upon the prorated principle balance for the unexpired term of the DPL.
5. **Right of Lien.** The principal amount of the DPL, as herein provided, shall be a special assessment against the Project Site as described herein, and this Agreement shall constitute a lien on said property. Said lien shall be released after the Owner has completed the full Term of this Agreement, or after the Owner has paid the prorated principle balance of the DPL to the County, in the event of the Owner's default of the terms of this Agreement.
6. **Flood Insurance.** The Owner(s) agrees to maintain, if in a 100-year flood plain, flood insurance on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained for the duration of the DPL and shall list the County as a mortgagee in the loss - payable provision thereof as its interest may appear.
7. **Comprehensive Homeowner's Insurance.** The Owner(s) agrees to maintain comprehensive homeowner's insurance on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained for the duration of the DPL and shall list the County as a mortgagee in the loss - payable provision thereof as its interest may appear.
8. **Amendment.** This Agreement may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.
9. **Headings and Titles.** The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.

10. **IN THE EVENT THAT THE SOLE OWNER OR ALL OWNERS EXECUTING THIS AGREEMENT ARE DECEASED DURING THE ONE HUNDRED AND TWENTY (120) MONTH TERM THEREOF, THE AGREEMENT SHALL BE CONSIDERED SATISFIED, AND WILL NO LONGER CONSTITUTE A LIEN AGAINST THE PROPERTY.**
11. **Violations and Remedies.** Sale or transfer of ownership or right of occupancy of the Project Site by conveyance, lease or otherwise, during the one hundred and twenty (120) month term of this Agreement shall constitute a default. Upon default, the special assessment levied hereby shall be payable in full to the County within thirty (30) days after such default occurs; provided, however, that the governing authority of the County 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 percent (6%) per annum, on the unpaid balance. Nevertheless, the Owner 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 the County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for federal, state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of the Agreement. If said lien shall be in default for a period of thirty (30) days, the 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 costs incurred in such proceedings, including a reasonable attorney's fee. Failure of the County to exercise such default options shall not constitute a waiver of such options on any subsequent occasions. If at any time it is determined by the County that the Owner qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the DPL shall immediately become due and payable to the County by the Owner.
12. **Severability.** Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

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EXHIBIT 'B'  
Part 1 of 2

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed and made effective as of the date above first written.

By: \_\_\_\_\_  
Rosita C. Stringer

Witness/Attest #1:  
\_\_\_\_\_

Printed Name

Address

Witness/Attest #2:  
\_\_\_\_\_

Printed Name

Address

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Rosita C. Stringer who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL: \_\_\_\_\_  
Notary Public, State of Florida

Printed Name

Personally Known or  Produced Identification

Type of Identification: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONER

By: \_\_\_\_\_  
Mark P. Miner, as its Chair

Witness/Attest #1:  
\_\_\_\_\_

Printed Name

Address

Witness/Attest #2:  
\_\_\_\_\_

Printed Name

Address

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Mark P. Miner who acknowledges before me that he freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL: \_\_\_\_\_  
Notary Public, State of Florida

Printed Name

Personally Known or  Produced Identification

Type of Identification: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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EXHIBIT A

**Legal Description of the Parcel:**

A portion of Section 34, Township 8 South, Range 28 East, St. Johns County, Florida, Being more particularly described as follows:

Commence at the Northeast corner of said Section 34; thence South 00 degree 00 minutes 00 seconds East along the Easterly line of said Section 34, 33.23 feet, to the Southerly right-of-way line of Don Manuel Road (as now established); thence South 89 degrees 42 minutes 00 seconds West along said Southerly right-of-way line, 451.90 feet, to the Point of Beginning; thence continue South 89 degrees 42 minutes 00 seconds West along said Southerly right-of-way line, 209.00 feet, thence South 00 degrees 42 minutes 00 seconds West, 209.00 feet; thence North 89 degrees 42 minutes 00 seconds East, 209.00 feet; thence North 00 degrees 42 minutes 00 seconds East, 209.00 feet, to the Point of Beginning.

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**ST. JOHNS COUNTY CDBG-HR PROGRAM  
DEFERRED PAYMENT LOAN AGREEMENT**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made, as of May 1, 2012, by and between Stephanie P. Windham, of 308 4th Street, St. Augustine FL 32084 (hereinafter referred to as the "Owner") and St. Johns County through its Board of County Commissioners (hereinafter referred to as the "County").

**RECITALS:**

- A. The Owner is the owner of that certain real property located in an unincorporated area of the City of Saint Augustine, within the County of St. Johns County, in the State of Florida, that parcel being more particularly described in Exhibit A, attached hereto and made a part hereof, on which is constructed, as of the date of this Agreement, that certain single-family housing unit located at 308 4th Street, St. Augustine FL 32084 (hereinafter referred to as the "Project Site").
- B. The Owner has proposed to finance the cost of rehabilitation construction on the Project Site from the proceeds of a Deferred Payment Loan (DPL) funded from a Community Development Block Housing Rehabilitation (CDBG-HR) program through the State of Florida.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the parties hereto, for themselves and for their respective successors and assigns, hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference as if fully set forth herein.
2. **Principal.** The principal amount of the DPL shall be equal to \$12,100.00
3. **Term.** This Agreement shall be for one hundred and twenty (120) months from the date hereof, to remain in effect until May 1, 2022, at a zero percent (0%) annual rate of interest (hereinafter referred to as the "Term").
4. **Amortization.** The DPL principal amount shall be forgiven in an equal amount on a monthly basis throughout the duration of the Term. Ten percent (10%) of the principal amount of the DPL shall be forgiven each year. Repayment of the DPL, where applicable, shall be based upon the prorated principle balance for the unexpired term of the DPL.
5. **Right of Lien.** The principal amount of the DPL, as herein provided, shall be a special assessment against the Project Site as described herein, and this Agreement shall constitute a lien on said property. Said lien shall be released after the Owner has completed the full Term of this Agreement, or after the Owner has paid the prorated principle balance of the DPL to the County, in the event of the Owner's default of the terms of this Agreement.
6. **Flood Insurance.** The Owner(s) agrees to maintain, if in a 100-year flood plain, flood insurance on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained for the duration of the DPL and shall list the County as a mortgagee in the loss - payable provision thereof as its interest may appear.
7. **Comprehensive Homeowner's Insurance.** The Owner(s) agrees to maintain comprehensive homeowner's insurance on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained for the duration of the DPL and shall list the County as a mortgagee in the loss - payable provision thereof as its interest may appear.
8. **Amendment.** This Agreement may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.
9. **Headings and Titles.** The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.

Owner Initial:  
County Initial:

**10. IN THE EVENT THAT THE SOLE OWNER OR ALL OWNERS EXECUTING THIS AGREEMENT ARE DECEASED DURING THE ONE HUNDRED AND TWENTY (120) MONTH TERM THEREOF, THE AGREEMENT SHALL BE CONSIDERED SATISFIED, AND WILL NO LONGER CONSTITUTE A LIEN AGAINST THE PROPERTY.**

**11. Violations and Remedies.** Sale or transfer of ownership or right of occupancy of the Project Site by conveyance, lease or otherwise, during the one hundred and twenty (120) month term of this Agreement shall constitute a default. Upon default, the special assessment levied hereby shall be payable in full to the County within thirty (30) days after such default occurs; provided, however, that the governing authority of the County 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 percent (6%) per annum, on the unpaid balance. Nevertheless, the Owner 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 the County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for federal, state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of the Agreement. If said lien shall be in default for a period of thirty (30) days, the 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 costs incurred in such proceedings, including a reasonable attorney's fee. Failure of the County to exercise such default options shall not constitute a waiver of such options on any subsequent occasions. If at any time it is determined by the County that the Owner qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the DPL shall immediately become due and payable to the County by the Owner.

**12. Severability.** Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

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EXHIBIT 'B'  
Part 2 of 2

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed and made effective as of the date above first written.

By: \_\_\_\_\_  
Stephanie P. Windham

Witness/Attest #1:  
\_\_\_\_\_

Printed Name  
\_\_\_\_\_

Address  
\_\_\_\_\_

Witness/Attest #2:  
\_\_\_\_\_

Printed Name  
\_\_\_\_\_

Address  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Stephanie P. Windham who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL: \_\_\_\_\_  
Notary Public, State of Florida

Printed Name  
\_\_\_\_\_

Personally Known or  Produced Identification

Type of Identification: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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Owner Initial:  
County Initial:

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONER

By: \_\_\_\_\_  
Mark P. Miner, as its Chair

Witness/Attest #1:  
\_\_\_\_\_

Printed Name

Address

Witness/Attest #2:  
\_\_\_\_\_

Printed Name

Address

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Mark P. Miner who acknowledges before me that he freely and voluntarily executed this Agreement for the purpose therein expressed.

SEAL: \_\_\_\_\_  
Notary Public, State of Florida

Printed Name

Personally Known or  Produced Identification

Type of Identification: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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EXHIBIT A

**Legal Description of the Parcel:**

**All that certain land situate to St. Johns County, Florida, VIZ:**

**Lots 6 and 8, Block 10 North Beach, as recorded in Map Book 3, Page 28, Public Records of St. Johns County, Florida**

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