



CITY MANAGER'S OFFICE

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 14 | Revision Date: 12/18/2025

SECTION 1 | SUMMARY INFORMATION

Date: 2/17/2026

Commission Agenda Item Letter to the Commission (LTC) Letter to External Stakeholder(s) Other Document

Document Title/Purpose: Residential Enhancement Program Right of Entry and Liability Waiver Agreement
Yolanda Butler Francis

Commission Meeting Date: 12/2/2025 CAM #: 25-0947 Item #: _____

CAM attached: Yes No Action Summary Attached: Yes No CIP FUNDED: Yes No
Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: CAO Router Name: Erica K. Ext: 6088

Department: CRA Router Name: Jonelle Adderley Ext: 4508

Department Approval (Director/Chief): Name Vanessa Martin Init VM Date: 2/13/2026

*Return Document To: Jonelle Adderley Department: CRA Ext: 4508

**REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.*

Scan Date: _____ Attach Certified Resolution #: _____ Original form route to CAO: Yes No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required Yes No

Is the attached Granicus document final? Yes No Number of Originals Attached: 1

Attorney's Name: Lynn Soloman Approved as to Form: Yes No Initials: [Signature]

Route to: Finance (if applicable) Date: _____ Route to: CCO Date: 2/25/2026

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: _____ Number of Originals: 1

Route to CMO Date: 02 25/26 Route to Mayor Date: _____

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: FEB155 Date Received: 2/26/26 Received From: CLD

To CM/ACM: R. Williams C. Cooper Y. Matthews Q. Pough B. Rogers

Approved Init.: [Signature] for continuous routing to **Rickelle Williams, City Manager/Executive Director**

Disapproved: _____ Comments: _____

CMO Executive Assistant Route to: CCO | HR | OMB | Other: _____ Date: 2/27/26 Initial: APR

RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT

This Agreement is entered into by and between:

Owner(s) Yolanda Butler Francis
Property Address 1005 NW 5th CT
City/Town Fort Lauderdale, FL 33311
Folio No(s) 504204050250
Legal Description (attach if available) Tuskegee Park 3-9 B Lot 15 BLK
Des. 20
And

Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency organized pursuant to Chapter 163, Part III of the Florida Statutes ("NPFCRA").

RECITALS

Whereas, the NPFCRA was created in part to improve the appearance of the Northwest-Progresso-Flagler Heights Community Redevelopment Area ("CRA Area"); and whereas, the NPFCRA has created a program for exterior improvements for Owner(s) in the CRA Area, which may provide, at the discretion of the NPFCRA, up to \$10,000 for certain exterior improvements to existing homes.

TERMS

Now therefore, in consideration of one or more of the following activities to be conducted on the Property, the Owner(s) thereof hereby grants to NPFCRA a right of entry and access to the Property and a waives liability against NPFCRA, its employees, agents and public officials, for activities conducted under this Agreement in order to perform only those improvements specifically selected by the Owner in the "Type of Improvement Requested" section of this Agreement (the "Work"). For purposes of this Agreement, the term "Work" shall mean only those improvements expressly selected by the Owner(s) and approved by the NPFCRA.

- Painting of the exterior, in accordance with the selection made by the Owner(s)
- Landscaping, in accordance with the selections made by the Owner(s)
- Exterior lighting, in accordance with the selections made by the Owner(s)
- Driveway repairs and/or installation, in accordance with the selections made by the Owner(s)
- Fence repairs and/or installation, in accordance with the selections made by the Owner(s)

Contractor Selection and Documentation

The Owner(s) may select a qualified Contractor(s) of its own choosing to perform the Work. Before the NPFCRA will make any disbursements, the Owner(s) must provide adequate and sufficient documentation that it has procured a minimum of two (2) estimates from qualified Contractors for the Work, and upon selecting one of the estimates, Owner(s) must provide a copy of a signed estimate between the Owner(s) and the Contractor(s), a copy of the Contractor(s) license and proof of insurance and such other information as requested by the NPFCRA. NPFCRA reserves the right to reject any Contractor(s) it deems unqualified in its sole discretion.

Compliance and Permitting

The selected Contractor(s) shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in connection with the performance of the Work, as defined in this Agreement. The selected Contractor(s) shall be responsible for securing all necessary permits and approvals required to perform the Work and shall provide proof of permit issuance to the NPFCRA and the Owner(s) prior to commencement. All associated permit fees shall be the responsibility of the Owner, unless otherwise approved in writing by the NPFCRA.

Disbursements and Payment Procedures

A Notice of Commencement is required and the NPFCRA must be listed on the Notice as an additional party to receive notice to Owner(s). The NPFCRA may, at its sole discretion, make one or more disbursements, including advance, partial, and final payments, provided that all required documentation has been submitted and verified. Notwithstanding the foregoing, the NPFCRA reserves the right to issue a joint check payable to the Owner(s) and the Contractor(s) and to withhold payment to the Owner(s) and issue a check directly to a subcontractor or lienor providing notice to owner to the NPFCRA. In some instances, the NPFCRA may require partial and/or final releases of liens in its sole discretion.

Proof of Permits as Condition of Payment

As a condition precedent to the disbursement of any payment under this Agreement: for any advance or partial payments, the Owner(s) and/or their Selected Contractor(s) shall provide the NPFCRA with satisfactory proof that all applicable permits required by the Department of Sustainable Development (DSD) have been duly obtained. For the final payment, the Owner(s) and/or their selected Contractor(s) shall provide the NPFCRA with satisfactory proof that all required permits related to the Work have been successfully closed out, including evidence of final inspection approval and permit closure by the City's inspectors. NPFCRA have no obligation to authorize or release any payment until the applicable documentation is received and verified.

Advance Payment for Permits and Related Expenses

The NPFCRA may, at its sole discretion, authorize an advance payment of up to thirty percent (30%) of the approved project amount to cover permit fees and related upfront expenses. To qualify for such advance, the Owner(s) and/or their selected Contractor(s) must provide supporting documentation, including but not limited to: invoices or receipts from DSD; proof of material purchase costs directly related to the approved scope of work; a copy of a signed estimate between the Owner(s) and the selected Contractor(s); and any other documentation reasonably required by the NPFCRA to verify the expense. Any advance payment issued under this section shall be deducted from the NPFCRA's final funding disbursement. In no event shall the NPFCRA's total contribution exceed the maximum program award of Ten Thousand Dollars (\$10,000). The Owner(s) shall remain solely responsible for all costs exceeding the maximum award.

Funding Limitations

The maximum funding assistance available under this Agreement is Ten Thousand Dollars (\$10,000). If the total cost of improvements exceeds this amount, the Owner(s) shall be solely responsible for all additional costs. The NPFCRA will disburse its contribution only after completion of the approved improvements and verification by NPFCRA staff, in accordance with the disbursement procedures set forth in this Agreement. Any advance payment authorized pursuant to the *Advance Payment for Permits and Related Expenses* section shall be applied toward, and not in addition to, the Ten Thousand Dollar (\$10,000) maximum program award.

Residency/Occupancy Requirement

The Owner(s) represents and warrants that, at the time of application, the Property is a single-family residence that is either (i) occupied by the Owner(s) as their primary residence, or (ii) occupied by a tenant pursuant to a valid lease agreement. The Owner(s) further agrees to maintain the Property as either owner-occupied or tenant-occupied for a minimum period of five (5) years following completion of the improvements. At the sole discretion of the CRA Executive Director or CRA Manager, properties consisting of two-to-four (2-4) residential units may also be considered for participation; however, the Owner(s) must reside in one of the units as their primary residence. If the Property is sold, transferred, or left vacant during this period, the Owner(s) may be required to repay a portion of the funds on a graduated basis. Specifically, if the sale, transfer, or vacancy occurs within one (1) year of completion, one hundred percent (100%) of the funds may be subject to repayment; within two (2) years, eighty percent (80%); within three (3) years, sixty percent (60%); within four (4) years, forty percent (40%); and within five (5) years, twenty percent (20%). After five (5) years from the completion of the improvements, no repayment shall be required. Repayment obligations shall be at the sole discretion of the NPFCRA.

Homeowners' Association (HOA Approvals)

The Owner(s) acknowledges and agrees that, for properties located within deed-restricted communities or otherwise subject to the authority of a homeowners' association, condominium association, cooperative association, or any similar governing board or architectural review committee (collectively, "HOA"), the Owner(s) shall be solely responsible for obtaining all required approvals, consents, or authorizations from the applicable HOA prior to the commencement of any Work. The Owner(s) shall provide the NPFCRA with written confirmation of such approvals as a condition precedent to the disbursement of any funds under this Agreement. The NPFCRA shall have no obligation to obtain HOA approval on behalf of the Owner(s) and shall not be liable for any denial of approval, enforcement action, lien, or other remedy pursued by the HOA in connection with the Work.

This right of entry and waiver of liability granted by the Owner(s) is a requirement to access the funds under the Residential Enhancement Program (the "Program"), which was established by the Fort Lauderdale Community Redevelopment Agency Board of Commissioners. The purpose of the Program is to provide assistance to qualified owners to landscape, paint the exterior of their homes and/or complete other improvements to the façade of their homes.

This right of entry and access to the Property is hereby granted by the Owner(s) to the NPFCRA and its Contractors(s) and their subcontractors thereof, employees, and authorized agents, for the purpose of accomplishing the above purpose. The Owner(s) agrees and warrants to hold harmless NPFCRA, its officers, agents, employees or assigns for damage of any type, whatsoever, either to the above described Property or to any persons present thereon and hereby releases, discharges and waives and releases NPFCRA from any action against NPFCRA, its officers, agents, employees, or assigns from all liability to Owner(s), Owner(s)'s children, relatives, guests, representatives, assigns, or heirs, for defects in the work product, bodily injury, death or property damage that Owner(s) may suffer in connection with any activities on the Property, whether caused solely or partially by the NPFCRA, its officers, agents, employees, or assigns.

I/we have read this Right of Entry and Liability Waiver Agreement, or it has been read to me/us, and I/we fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend for my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

After the improvements are completed, Owner(s) agrees to maintain the improvements at his or her own expense. NPFCRA shall have no obligation to maintain the improvements. Further, NPFCRA shall have no liability for any defects in the quality of the product.

Owner(s) understands and acknowledges if he or she does not understand the legal consequence of signing this Agreement, he or she is encouraged to seek the advice and counsel of an attorney.

WHEREOF, the undersigned has caused this Right of Entry and Waiver of Liability Agreement to be executed on this 20 day of January, 2026.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

Property Owner(s):

Yolanda Butler Francis

[Print Name]

_____ [Print Name]

Yolanda Francis

[Signature]

_____ [Signature]

Witness:

[Signature]

[Signature]

Gerald T. Nashitt, Jr.

[Print Name]

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of physical presence or online, this 20th day of January, 2026, by Yolanda Butler Francis

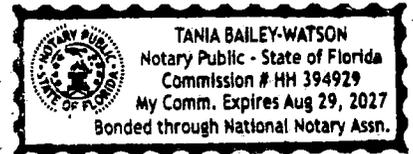
Tania Bailey-Watson

(SEAL)

Notary Public, State of Florida

Tania Bailey-Watson

Name of Notary Typed, Printed or Stamped



Personally Known _____ OR Produced Identification
Type of Identification Produced driver's license

WITNESSES:

[Signature]
[Witness signature]

Andrew Diaz
[Witness type or print name]

[Signature]
[Witness signature]

BORG Hruschka
[Witness type or print name]

ATTEST:

[Signature]
David R. Soloman,
CRA Secretary



AGENCY:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163

By: *[Signature]*
Rickelle Williams, Executive Director

Approved as to form and correctness:

Shari L. McCartney
~~City Attorney / General Counsel~~

[Signature]
Lynn Solomon,
Assistant General Counsel

Improvement Selection Agreement

Owner(s) Name (Print): Yolanda Butler Francis

Property Address (Print): 1005 NW 5^{1/2} CT, Fort Lauderdale, FL 33311

The undersigned Owner(s) agrees to meet with the selected Contractor(s) to review and confirm the proposed design, layout, and/or placement for the improvements selected below. The Owner(s) understands that once a selection is made and approved, no changes may be made without prior written approval from the NPFCRA.

Select the Improvements Being Requested (check all that apply):

Painting

- Body Color: _____

- Trim Color: _____

- Accent Color: _____

Landscaping

- Meet with landscaping contractor to review and confirm design.

Fencing (Installation or Repair)

- Meet with fence contractor to review and confirm layout/placement.

Exterior Lighting

- Meet with lighting contractor to review and confirm placement/design.

Driveway Repair/Installation

- Meet with driveway contractor to review and confirm design.

Acknowledgment

The undersigned Owner(s) confirms that the improvements selected above will be reviewed and agreed upon with the appropriate Contractor(s).

Signature: Yolanda Francis

Date: 1/20/26

Signature: _____

Date: _____

Property Maintenance Agreement

The undersigned Owner(s) agrees to maintain all improvements and landscaping completed under the Residential Enhancement Program in good condition and at their own expense. The NPFCRA shall have no responsibility for maintenance or repair once improvements are complete.

Signature: Yolande Francis

Date: 1/20/22

Signature: _____

Date: _____



PROPERTY SUMMARY

| | | |
|---|--|---|
| Tax Year: 2026 | Property Use: 01-01 Single Family | Deputy Appraiser: Residential Department |
| Property ID: 504204050250 | Millage Code: 0312 | Appraisers Number: 954-357-6831 |
| Property Owner(s): FRANCIS, YOLANDA BUTLER | Adj. Bldg. S.F.: 1297 | Email: realprop@bcpa.net |
| Mailing Address: 1005 NW 5 CT FORT LAUDERDALE, FL 33311 | Bldg Under Air S.F.: 1155 | Zoning : RM-15 - RESIDENTIAL MULTIFAMILY LOW RISE/MEDIUM DENSITY |
| Property Address: 1005 NW 5 COURT FORT LAUDERDALE, 33311 | Effective Year: 2001 | Abbr. Legal Des.: TUSKEGEE PARK 3-9 B LOT 15 BLK 2 |
| | Year Built: 2000 | |
| | Units/Beds/Baths: 1 / / | |

PROPERTY ASSESSMENT

| Year | Land | Building / Improvement | Agricultural Saving | Just / Market Value | Assessed / SOH Value | Tax |
|------|----------|------------------------|---------------------|---------------------|----------------------|------------|
| 2026 | \$21,000 | \$322,200 | 0 | \$343,200 | \$56,380 | |
| 2025 | \$21,000 | \$322,200 | 0 | \$343,200 | \$54,900 | \$1,271.71 |
| 2024 | \$21,000 | \$282,510 | 0 | \$303,510 | \$53,360 | \$1,140.00 |

EXEMPTIONS AND TAXING AUTHORITY INFORMATION

| | County | School Board | Municipal | Independent |
|--------------------|-----------|--------------|-----------|-------------|
| Just Value | \$343,200 | \$343,200 | \$343,200 | \$343,200 |
| Portability | 0 | 0 | 0 | 0 |
| Assessed / SOH 01 | \$56,380 | \$56,380 | \$56,380 | \$56,380 |
| Granny Flat | | | | |
| Homestead 100% | \$25,000 | \$25,000 | \$25,000 | \$25,000 |
| Add. Homestead | \$6,380 | 0 | \$6,380 | \$6,380 |
| Wid/Vet/Dis | 0 | 0 | 0 | 0 |
| Senior | 0 | 0 | 0 | 0 |
| Exemption Type | 0 | 0 | 0 | 0 |
| Affordable Housing | 0 | 0 | 0 | 0 |
| Taxable | \$25,000 | \$31,380 | \$25,000 | \$25,000 |

SALES HISTORY FOR THIS PARCEL

| Date | Type | Price | Book/Page or Cin |
|------------|---------------------|----------|------------------|
| 04/13/2006 | Quit Claim Deed | \$23,500 | 41814 / 1797 |
| 07/02/2003 | Quit Claim Deed | \$24,000 | 35517 / 490 |
| 02/29/2000 | Warranty Deed | \$71,500 | 30317 / 1531 |
| 07/13/1998 | Quit Claim Deed | \$100 | 30317 / 1529 |
| 05/29/1998 | Multi Warranty Deed | | 28380 / 157 |

LAND CALCULATIONS

| Unit Price | Units | Type |
|------------|------------|-------------|
| \$3.00 | 7,000 SqFt | Square Foot |

RECENT SALES IN THIS SUBDIVISION

| Property ID | Date | Type | Qualified/ Disqualified | Price | CIN | Property Address |
|--------------|------------|---------------|----------------------------|-----------|-----------|---|
| 504204051000 | 12/13/2024 | Warranty Deed | Qualified Sale | \$416,000 | 119953751 | 404 NW 10 AVE FORT LAUDERDALE, FL 33311 |
| 504204050940 | 05/21/2024 | Warranty Deed | Qualified Sale | \$610,000 | 119613288 | 419 NW 9 AVE FORT LAUDERDALE, FL 33311 |
| 504204050850 | 01/24/2024 | Warranty Deed | Qualified Sale | \$275,000 | 119437320 | 905 NW 5 ST FORT LAUDERDALE, FL 33311 |
| 504204051331 | 11/03/2023 | Warranty Deed | Disqualified Sale | \$380,000 | 119212458 | 400 NW 12 AVE FORT LAUDERDALE, FL 33311 |
| 504204050740 | 10/05/2023 | Warranty Deed | Qualified Sale | \$445,000 | 119157466 | 1009 NW 5 ST FORT LAUDERDALE, FL 33311 |

SPECIAL ASSESSMENTS

| Fire | Garb | Light | Drain | Impr | Safe | Storm | Clean | Misc |
|-----------------------------------|------|-------|-------|------|------|-------------------------------------|-------|------|
| Ft Lauderdale Fire-rescue (03) | | | | | | FT Laud Stormwater Cat I (F1) | | |
| Residential (R) | | | | | | 1:00 | | |
| 1 | | | | | | | | |

SCHOOL

Walker Elementary
School: C
Sunrise Middle School: B
Fort Lauderdale High
School: A

ELECTED OFFICIALS

| Property Appraiser | County Comm. District | County Comm. Name | US House Rep. District | US House Rep. Name |
|--------------------|-----------------------|-------------------|------------------------|----------------------------|
| Marty Kiar | 8 | Robert McKinzie | 20 | Sheila Cherfilus-McCormick |

Florida House

| Rep. District | Florida House Rep. Name | Florida Senator District | Florida Senator Name | School Board Member |
|---------------|-------------------------|--------------------------|----------------------|---------------------|
| 99 | Daryl Campbell | 32 | Rosalind Osgood | Dr. Jeff Holness |

LF298-04
R298-04

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 13th day of April, 2006,
by first party, Grantor, Leonard Nicholas Francis
whose post office address is 1005 NW 5th COURT Fort Land., FL 33311
to second party, Grantee, Yolanda Butler Francis, wife
whose post office address is 1005 NW 5th COURT Fortland., FL 33311

WITNESSETH, That the said first party, for good consideration and for the sum of
TEN Dollars Dollars (\$ 10.⁰⁰)
paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release
and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first
party has in and to the following described parcel of land, and improvements and appurtenances thereto in
the County of Broward, State of Florida to wit:

Lot 15 Block 2 of Tuskegee Park

According to the Plat thereof as recorded in Plat Book 3,
Page 9, of the Public Records of Broward County, Florida.

Address: 1005 NW 5th COURT, Fort Lauderdale, FL 33311.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

[Signature]
Signature of Witness
David Smith
Print name of Witness
Linda Maina
Signature of Witness
LINDA MAINA
Print name of Witness

[Signature]
Signature of First Party
Leonard Nicholas Francis
Print name of First Party
[Signature]
Signature of First Party
[Signature]
Print name of First Party

State of FLORIDA
County of DUNEDIN }
On April 13, 2006 before me, LINDA MAINA
appeared LEONARD NICHOLAS FRANCIS

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

[Signature]
Signature of Notary

Affiant Known Produced ID
Type of ID FL DL
F652-531-71-080-(Seal)

State of _____ }
County of _____ }
On _____ before me,
appeared

NOTARY PUBLIC-STATE OF FLORIDA
 **Linda Maina**
Commission # DD413430
Expires: APR. 26, 2009
Bonded Through Atlantic Bonding Co., Inc.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature of Notary

Affiant Known Produced ID
Type of ID _____
(Seal)

Signature of Preparer

Print Name of Preparer

Address of Preparer