



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
CRA BOARD MEETING**

#21-1146

TO: CRA Chairman & Board of Commissioners
Fort Lauderdale Community Redevelopment Agency

FROM: Chris Lagerbloom, ICMA-CM, Executive Director

DATE: December 7, 2021

TITLE: Resolution Approving Funding for the CRA Residential Façade and Landscaping Program - \$300,000 - **(Commission District 3)**

Recommendation

Staff recommends the Community Redevelopment Agency (CRA) Board of Commissioners adopt a Resolution to continue funding of the Northwest-Progresso-Flagler Heights Community Redevelopment Agency's (NPF-CRA) Residential Façade and Landscaping Program in the amount of \$300,000 for Fiscal Year (FY) 2022.

Background

On February 5, 2019, the CRA Board approved a modification to the Northwest-Progresso-Flagler Heights Community Redevelopment Area Incentive Programs by adding the "Residential Façade and Landscaping Program" (RFL), (CAM#19-0056). The RFL program is designed to provide funding for the beautification of single-family residential homes and includes external painting and landscaping.

The objective of the RFL program is to improve the visual landscape of the NPF-CRA area, to enhance the pride of ownership, and to improve property values by providing homeowners with a means to beautify their homes and landscapes. The program is also designed to complement NPF-CRA efforts to provide infill housing by first targeting areas where infill housing will be constructed. A copy of the Location Map; the CRA Residential Paint and Landscaping Brochure; Program Agreement; the NPF-CRA Advisory Board Minutes of November 10, 2020; CAM #21-0046; and the Resolution are attached as Exhibits 1 through 6.

Properties eligible for improvements under this program are single-family residential homes, either owner-occupied or tenant-occupied. Under the program, the NPF-CRA provides up to \$5,000 per property for external painting and landscaping. This includes patching, pressure cleaning, exterior painting and xeriscape landscaping.

Staff recommends funding in the amount of \$300,000 to continue providing the RFL program in the Durrs and Home Beautiful Park communities. Staff recommends to continue the program due to the large number of applications and to complement the

construction of new infill housing planned in both areas.

Program Guidelines

Single-family homes, either owner-occupied or single-family tenant-occupied, with a need for exterior improvements are eligible for this program. The Executive Director or his designee may waive the eligibility requirements in order to allow multi-family properties, consisting of two (2) to four (4) units, to participate in the program.

Once approved, property owners must submit a completed application and right of entry and liability waiver agreement (Exhibit 3). Three estimates from licensed and insured contractors are also required. The application and right of entry and liability waiver agreement is reviewed by NPF-CRA staff and approved by the Executive Director prior to the commencement of any exterior improvements.

Upon completion, the improvements are inspected by NPF-CRA staff to assure that the completed work is satisfactory prior to approving payments. The maintenance of all homes participating in the RFL program is subject to normal City of Fort Lauderdale code policies.

Consistency with the NPF-CRA Community Redevelopment Plan

Section 8.C., titled "Other City and CRA Government Functions – CRA Incentives and Programming," provides that the CRA will establish incentive programs as deemed appropriate to address redevelopment obstacles and these incentive programs may be modified, expanded, eliminated, or added as a new program at any time.

A major component of the redevelopment strategy for the NPF-CRA is the revitalization of the residential neighborhoods. The Residential Façade and Landscaping Program is used to improve the visual impact of the residential properties and to enhance the pride of ownership, as well as the property values, in the entire redevelopment area. The program is consistent with the NPF-CRA Community Redevelopment Plan which provides for physical improvements to enhance the overall environment and to improve the quality of life in the area.

Resource Impact

There is a fiscal impact to the CRA in the amount of \$300,000 in Fiscal Year 2022 in the account listed below.

<i>Funds available as of November 17, 2021</i>					
ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB- OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
119-CRA092210-4204	Residential Façade and Landscaping FY 22	Other Operating Expense/Operating Subsidies	\$300,000	\$300,000	\$300,000
TOTAL AMOUNT ►					\$300,000

Strategic Connections

This item is a *2021 (Top) Commission Priority*, advancing the Parks and Public Places initiative.

This item supports the *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

- The Public Places Focus Area
- Goal 3: Build a healthy and engaging community.
- Objective: Enhance the City's identity through public art, well-maintained green spaces, and streetscapes

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Community.

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan, specifically advancing:

- The Neighborhood Enhancement Focus Area
- The Housing Element
- Objective: Be a community of strong, beautiful and healthy neighborhoods

Attachments

Exhibit 1 - Location Map

Exhibit 2 - CRA Residential Paint and Landscaping Brochure

Exhibit 3 - Program Application

Exhibit 4 - NPF-CRA Advisory Board Approved Minutes of November 10, 2020

Exhibit 5 - CAM #21-0046

Exhibit 6 - Resolution

Prepared by: Eleni Ward-Jankovic, CRA Housing and Economic Development Manager
Jonelle Adderley, CRA Project Coordinator

Department Director: Chris Lagerbloom, ICMA-CM, Executive Director

RESOLUTION NO. 21-19 (CRA)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING ADDITIONAL FUNDING IN THE AMOUNT OF \$300,000 FOR THE RESIDENTIAL FAÇADE AND LANDSCAPING PROGRAM FOR NORTHWEST-PROGRESSO-FLAGLER HEIGHTS AREA; DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO APPROVE AWARDS TO QUALIFIED APPLICANTS AND TO EXECUTE ANY AND ALL DOCUMENTS RELATING TO SUCH AWARDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part III of the Florida Statutes, the Community Redevelopment Plan for the Northwest-Progresso-Flagler Heights Community Redevelopment Area ("NPF-CRA") was adopted in 1995 under Resolution 95-170; and

WHEREAS, on or around 2001, the Board of Commissioners of the Fort Lauderdale Community Redevelopment Agency approved incentive programs to combat slum and blight and to stimulate economic development in the NPF-CRA; and

WHEREAS, on February 5, 2019, the Fort Lauderdale Community Redevelopment Agency ("CRA") created a new incentive for façade and landscaping improvements for the River Gardens/Sweeting Estates neighborhood; and

WHEREAS, NPF-CRA staff recommends increasing funding for the program and expanding to the Durrs and Home Beautiful Park neighborhoods; and

WHEREAS, on November 10, 2020, the NPF-CRA Redevelopment Advisory Board recommended approval of the modifications to the Residential Façade and Landscaping Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY.

SECTION 1. That the recitals set forth above are true and correct and are incorporated in this Resolution.

SECTION 2. That the Board of Commissioners hereby approves additional funding in the amount of \$300,000 for the Residential Façade and Landscaping Program and modifications to the Program Guidelines as reflected in CAM 21-1146.

SECTION 3. That the Executive Director is hereby delegated authority to approve the awards and execute all agreements and instruments related to the program.

SECTION 4. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this 7th day of December, 2021.


Chair
DEAN J. TRANTALIS

ATTEST:



CRA Secretary
JEFFREY A. MODARELLI

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Chair Glassman and Chair Trantalis

M-4 [21-0133](#)

Motion Approving a \$50,000 Commercial Façade Program Loan and a \$225,000 Property and Business Improvement Program Loan to Knallhart Holdings II, LLC for the Abbey Located at 441 NE 3 Avenue; and Authorizing the Executive Director to Execute Any and All Related Instruments and Delegating Authority to the Executive Director to Take Certain Actions - (Commission District 2)

APPROVED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Chair Glassman and Chair Trantalis

RESOLUTIONS

R-1 [21-0046](#)

Resolution Approving a Funding Increase for the CRA Residential Façade and Landscaping Program for the Home Beautiful Park and Durrs Communities - \$300,000 - (Commission District 3)

ADOPTED

Aye: 5 - Commissioner McKinzie, Commissioner Sorensen, Commissioner Moraitis, Vice Chair Glassman and Chair Trantalis

ADJOURNMENT

NOTICE TO MEMBERS OF THE PUBLIC:

RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT

This Agreement is by and between, Yolanda Butter Francis
(the "Owner(s)") of the property commonly identified as:

1005 NW 5th Court

Folio No(s): 5042-04-05-0250

Fort Lauderdale, FL, 33311

City/Town

Street (attach legal description if available) (referred to hereafter as the "Property")

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 the 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 owners in the CRA Area, which may provide, at the discretion of the NPFCRA, up to \$5,000 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 conduct one or more activities on the Property:

- (1) painting of the exterior, in accordance with the selection made by the Owner;
✓ (2) landscaping, in accordance with the selections made by the Owner.

Owner may select a qualified contractor of its own choosing. Before the NPF CRA will make any disbursements, the Owner must provide adequate and sufficient documentation that it has procured a minimum of three (3) bids from qualified contractors, and upon selecting one of the bids, Owner must provide a copy of the contract between the Owner and the Contractor, a copy of the contractor's license and proof of insurance and such other information as requested by the NPFCRA. The NPFCRA reserves the right to reject any contractor it deems unqualified in its sole discretion. Further, if a notice of commencement is required, the NPFCRA must be listed on the Notice as an additional party to receive notice to owner. The NPFCRA shall make one disbursement to the Owner when the work is completed and inspected by the NPFCRA. Notwithstanding, the NPFCRA reserves the right to issue a joint check payable to the Owner and the Contractor and to withhold payment to the Owner and issue a check directly to a subcontractor or lien or 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.

This right of entry and waiver of liability granted by the Owner(s) is a requirement in order to access the funds under the Residential and Landscaping 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 home 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 to the NPFCRA and its contractors and their subcontractors thereof, employees, and authorized agents, for the purpose of accomplishing the above purpose. The Owner 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 agrees to maintain the improvements at his or her expenses. NPFCRA shall have no obligation to maintain the improvements. Further, NPFCRA shall have no liability for any defects in the quality of the work product.

Owner understands and acknowledges if it does not understand the legal consequence of signing this Agreement, it 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 3 day of July, 2024.

[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]

Yolanda Francis

[Signature]

[Print Name]

[Signature]

Witness:

Jonelle Adderley

[Signature]

Jonelle Adderley

[Print Name]

**STATE OF FLORIDA
COUNTY OF BROWARD**

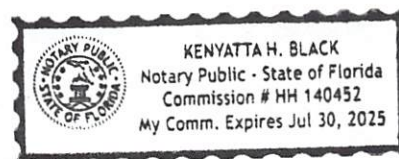
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online, this 3rd day of July, 2024, by Yolanda Francis.

Kenyatta H. Black

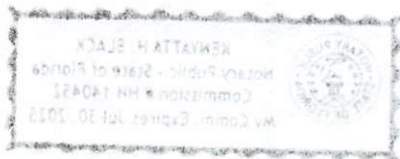
Notary Public, State of Florida

Kenyatta H. Black

Name of Notary Typed, Printed or Stamped



Personally Known _____ OR Produced Identification DL



Type of Identification Produced _____

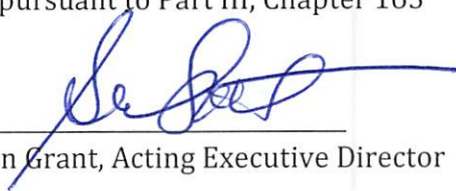
AGENCY:

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

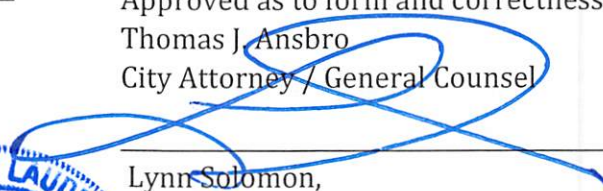
WITNESSES:

Donna Varisco
[Witness type or print name]

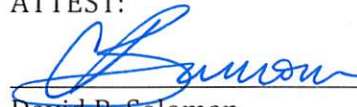
Donna Varisco
[Witness type or print name]

By: 
Susan Grant, Acting Executive Director

Approved as to form and correctness:
Thomas J. Ansbro
City Attorney / General Counsel


Lynn Solomon,
Assistant General Counsel

ATTEST:


David R. Soloman,
CRA Secretary



Landscaping Design Selection Agreement

Property Owner Name: Yolanda Butler Francis
(Please print)

Property Address: 1005 NW 5th CT Ft. Lauderdale, FL 33311
(Please print)

The undersigned property owner agrees to meet with the landscaper to discuss their individual design.

Yolanda Francis
Property Owner's Signature

7/1/24
Date

Property Maintenance Agreement

Property Owner Name: Yolanda Butler Francis
(Please print)

Property Address: 1005 NW 5th CT Fort Lauderdale FL 33311
(Please print)

The undersigned property owner agrees to maintain the property improvements and landscaping.

Yolanda Francis
Property Owner's Signature

7/1/24
Date

PROPERTY SUMMARY
Tax Year: 2024

Property ID: 504204050250

Property Owner(s): FRANCIS, YOLANDA BUTLER

Mailing Address: 1005 NW 5 CT FORT LAUDERDALE, FL 33311

Physical Address: 1005 NW 5 COURT FORT LAUDERDALE, 33311

Property Use: 01-01 Single Family

Millage Code: 0312

Adj. Bldg. S.F: 1297

Bldg Under Air S.F: 1155

Effective Year: 2001

Year Built: 2000

Units/Beds/Baths: 1 / /

Deputy Appraiser: Residential Department

Appraisers Number: 954-357-6831

Email: realprop@bcpa.net
Zoning: RM-15 - RESIDENTIAL MULTIFAMILY
 LOW RISE/MEDIUM DENSITY

Abbr. Legal Des.: TUSKEGEE PARK 3-9 B LOT 15
 BLK 2

PROPERTY ASSESSMENT

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2024	\$21,000	\$282,510	0	\$303,510	\$53,360	
2023	\$21,000	\$231,540	0	\$252,540	\$51,810	\$1,104.51
2022	\$21,000	\$178,620	0	\$199,620	\$50,310	\$1,044.29

EXEMPTIONS AND TAXING AUTHORITY INFORMATION

	County	School Board	Municipal	Independent
Just Value	\$303,510	\$303,510	\$303,510	\$303,510
Portability	0	0	0	0
Assessed / SOH 01	\$53,360	\$53,360	\$53,360	\$53,360
Granny Flat				
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$3,360	0	\$3,360	\$3,360
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	\$28,360	\$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
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
504204050510	09/05/2023	Warranty Deed	Qualified Sale	\$375,000	119107300	1136 NW 5 CT FORT LAUDERDALE, FL 33311

SPECIAL ASSESSMENTS

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
Ft Lauderdale Fire-rescue (03)						(F1)		
Residential (R)								
1						1.00		

SCHOOL
Walker Elementary: D
Sunrise Middle: C
Fort Lauderdale High: 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 Lauderdale, FL 33311
to second party, Grantee, Yolanda Butler Francis, wife
whose post office address is 1005 NW 5th COURT Fort Lauderdale, 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 of Witness

David R Smith

Print name of Witness

Linda Maina

Signature of Witness

LINDA MAINA

Print name of Witness

Signature of First Party

Leonard Nicholas Francis

Print name of First Party

Signature of First Party

Print name of First Party

State of FLORIDA

County of BROWARD }

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.

Linda Maina

Signature of Notary

Affiant _____ Known _____ Produced ID

Type of ID FL DL

FB52-534-71-090-(Seal)

State of

County of }

On

before me,

appeared

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.

NOTARY PUBLIC-STATE OF FLORIDA



Linda Maina

Commission # DD413430

Expires: APR. 26, 2009

Bonded Thru Atlantic Bonding Co., Inc.

Signature of Notary

Affiant _____ Known _____ Produced ID

Type of ID _____

(Seal)

Signature of Preparer

Print Name of Preparer

Address of Preparer



DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

16

TODAY'S DATE: July 5, 2024DOCUMENT TITLE: Residential Facade and Landscaping Program Agreement - Yolanda B. FrancisCOMM. MTG. DATE: 12/7/21 CAM #: 21-1146 ITEM #: RZ CAM attached: ☒ YES ☐ NORouting Origin: Jonelle Adderley Router Name/Ext: 4508 Action Summary attached: ☒ YES ☐ NOCIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 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, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ☐ YES ☐ NO # of originals attached: 1Is attached Granicus document Final? ☐ YES ☐ NO Approved as to Form: ☐ YES ☐ NODate to CCO: 7.29.24 Attorney's Name: Lynn Solomon Initials: [Signature]3) City Clerk's Office: # of originals: 1 Routed to: _____ Ext: _____ Date: 07/29/244) City Manager's Office: CMO LOG #: 361 71 Document received from: _____Assigned to: ☒ GREG CHAVARRIA ☐ ANTHONY FAJARDO ☐ SUSAN GRANT ☐
☒ GREG CHAVARRIA as CRA Executive Director ☐☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGNPER ACM: A. FAJARDO (Initial) S. GRANT (Initial)☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward _____ originals to ☐ Mayor ☒ CCO Date: 7/31

5) Mayor/CRA Chairman: Please sign as indicated.

Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards _____ originals to: Jonelle A. 4508 (Name/Dept/Ext)Attach _____ certified Reso # _____ ☐ YES ☐ NO Original Route form to CAO

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]