

**CITY OF FORT LAUDERDALE
EMERGENCY HOUSING REPAIR PROGRAM
PARTICIPATION AGREEMENT**

THIS AGREEMENT, is entered into this 17th day of November, 2023
by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation (hereinafter referred to as "City"),

and

Joya D. Fulton, a single woman (hereinafter referred to as "Property Owner" and/or "Participant").

WHEREAS, the City Commission of City, at its meeting of August 16, 2022, approved CAM 22-0624, which includes substantial amendments to the 2022-2023 Annual Action Plan policies and guidelines and the allocation of State Housing Initiatives Partnership (SHIP) funds for the City of Fort Lauderdale Emergency Housing Repair Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **PURPOSE**. The purpose of this Agreement is to establish the requirements for the City to provide funding to perform emergency repairs at a residential dwelling owned by the Property Owner and legally described in Section 2 of this Agreement ("Property"). This Agreement is subject to the Property Owner's compliance with the existing City of Fort Lauderdale Housing Program Policy and Guidelines ("Program").

2. **SCOPE**. The funding proceeds obtained in conjunction with this Agreement shall be used solely in connection with the rehabilitation, construction, and related soft costs for the residential dwelling on the Property ("Project") with the following street address and legal description:

1040 Arizona Avenue
Fort Lauderdale, Florida 33312

Legally described as:

Lot 16, Block 6 of MELROSE PARK SECTION 4 according to the Plat thereof, recorded in Plat Book 29, page 48 of the Public Records of Broward County, Florida. ("Property").

3. **FORM OF ASSISTANCE**. The grant shall not exceed a total principal amount of **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)**. Upon execution of this Participation Agreement, the Program Maximum grant amount shall be earmarked and set aside for the Property Owner to be used solely for the Property Owner's Emergency Housing Repair Project. The monies provided shall be withdrawn and used on behalf of the Property Owner by City solely to pay for the Project costs. Participant shall have no personal claim to the Project funds. Payments shall be

Folio 5042-07-04-2000

made in accordance with the procedures provided in the form Contractor Agreement and Construction Contract Addendum used by the City and on file with the City's administrator for the Program ("Construction Contract"). Each Participant and heirs to the qualified property will be limited to a single lifetime assistance under this emergency housing repair program.

(a) Interest Rate. The interest rate on the principal amount of the funding shall be zero percent (0%) per annum.

(b) Term of Repayment and Participation in Future Programs

The **Fifteen Thousand Dollars and Zero Cents (\$15,000.00) principal amount** is a one-time emergency housing repair grant to Participants with no repayment obligation. Participant in this grant program shall not be eligible to participate in any other City funded home rehabilitation program for a period of Twenty-four (24) months. The Twenty-four (24) Months shall be calculated from the final inspection completion date for the work completed under this program.

4. ADMINISTRATION. As an administrative function, the City shall retain any and all unused portion of the award grant amount within ten (10) working days from the date of completion and acceptance of the work, which shall be the date of the Certificate of Completion for the Project.

Disbursements for hard costs to the General Contractor shall be made payable to the General Contractor, requiring the Property Owner's signature in countersigning and releasing the check for payment(s) to the General Contractor. The Property Owner shall not unreasonably withhold approval of any partial or final payments to General Contractor, subject to the requirements set forth or referred to in the City's Program Guidelines.

5. COMMUNICATIONS. Any and all communications arising under this Agreement shall be transmitted as follows:

(a) All notices, demands, requests, instructions, approvals, proposals, and claims shall be in writing.

(b) Notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered and return receipt requested or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

AS TO THE CITY: City Manager
City of Fort Lauderdale
One East Broward Blvd.
Fort Lauderdale, Florida 33301

With a Copy to: City Attorney
City of Fort Lauderdale
One East Broward Blvd.
Fort Lauderdale, Florida 33301

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AS TO THE PROPERTY OWNERS):

Joya D. Fulton
1040 Arizona Avenue
Fort Lauderdale, Florida 33312

(c) Any such notices shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same has been deposited in the mail.

6. SEVERABILITY. If any section, subsection, clause, sentence, or provision of this Agreement shall be held invalid for any reason, the remainder of the Agreement shall not be affected thereby.

7. INTEGRATION. This Agreement and all exhibits attached hereto, specifically referenced within, shall constitute the entire agreement between City and Participants; no prior written, prior, or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

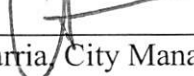
8. GOVERNING LAWS/VENUE. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County for the purpose of any litigation that may arise out of this Agreement.

9. ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement between City and Participant for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Participants with respect to this Agreement. No prior written, prior or contemporaneous oral promises, or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

THE CITY OF FORT LAUDERDALE, a
Florida municipal corporation

By: 
Greg Chavarria, City Manager


Date: 11/17/2023

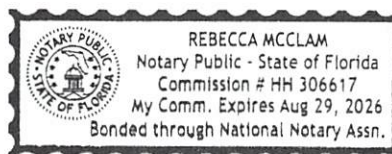
APPROVED AS TO FORM AND CORRECTNESS:
Thomas J. Ansbro, City Attorney

By: 
Patricia Saint-Vil-Joseph, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17th day of November 2023, by **Greg Chavarria**, as City Manager of the City of Fort Lauderdale, a Florida municipal corporation.


Signature of Notary Public, State of Florida



Name of Notary Typed, Printed or Stamp

Personally Known  OR Produced Identification _____

Type of Identification Produced _____

WITNESSES:

Russell Casteel
Signature

Russell Casteel
Print Name

[Signature]
Signature

Xavia Pearson
Print Name

PROPERTY OWNER/PARTICIPANT:

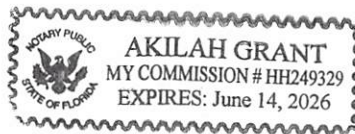
By: Joya D. Fulton
Joya D. Fulton
1040 Arizona Avenue
Fort Lauderdale, Florida 33312

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of November, 2023, by **Joya D. Fulton**, an individual.

Akilah Grant
Signature of Notary Public, State of Florida

Akilah Grant
Name of Notary Typed, Printed or Stamped



Personally Known _____ OR Produced Identification ☒ _____

Type of Identification Produced Florida License

Sonia Sierra

From: Patricia SaintVil-Joseph
Sent: Tuesday, November 7, 2023 5:13 PM
To: Sonia Sierra
Subject: RE: Emergency Participation Agreement - Fulton
Attachments: 1. Emergency Housing Repair Participation - Joya Fulton - rev ss (PSJ redlined 11.07.23).docx

Hello Sonia:

Thanks. Attached is a redlined draft of the subject agreement.

Moving forward, please use my last draft of the same type of agreement as a template to prepare your initial revisions, this may help expedite things to avoid duplicity of our efforts. For example, for this item, I used my redlines for the Bennet emergency repair agreement as a template.

Regards,

Patricia SaintVil-Joseph
Assistant City Attorney

1 East Broward Blvd., Suite 1605
Fort Lauderdale, FL 33301
(954) 828-6292 | PSaintVil-Joseph@fortlauderdale.gov



CITY OF FORT LAUDERDALE
CITY ATTORNEY'S OFFICE

Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

From: Sonia Sierra <SSierra@fortlauderdale.gov>
Sent: Monday, October 16, 2023 9:01 AM
To: Patricia SaintVil-Joseph <PSaintvil-Joseph@fortlauderdale.gov>
Subject: RE: Emergency Participation Agreement - Fulton

L:\PSJ\HCD\Rehabilitations\2023\Emergency Housing Repair - 1040 Arizona Ave., 33312 - Joya D. Fulton

Good Morning Patricia,
Tis file is ready for a 1st review. I have a hard copy of the file as well.

Best Regards,

HOUSING & COMMUNITY DEVELOPMENT DIVISION

Memo

DATE: October 16, 2023

TO: Sonia Sierra, Paralegal
FROM: Deneice Graham

SUBJECT: Repair Program - SHIP – Joya D. Fulton
1040 Arizona Avenue, Fort Lauderdale, FL 33312

10/16
Patricia, This is
a 1st review. To get
Docs for execution.
SS

Attached please find the following:

1. Emergency Housing Participation Agreement
2. BCPA
3. Deed
4. CAM
5. Scope of Work

Please route to the appropriate departments

Thank you.

**CITY OF FORT LAUDERDALE
EMERGENCY HOUSING REPAIR PROGRAM
PARTICIPATION AGREEMENT**

THIS AGREEMENT, entered into this ____ day of _____, 2023
by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida,
hereinafter referred to as "City"

and

Joya D. Fulton, a single woman, hereinafter referred to as "Property Owner(s)"
and/or "Participant(s)"

WHEREAS, the City Commission of City, at its meeting of August 16, 2022, approved CAM 22-0624, which includes substantial amendments to the 2022-2023 Annual Action Plans policies and guidelines and the allocation of State Housing Initiatives Partnership (SHIP) funds for the City of Fort Lauderdale Emergency Housing ~~Repair-Program~~Repair Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish the requirements for the City to provide funding to Property Owner(s) for the purpose of emergency repair of a residential dwelling on Property Owner(s)'s property. This Agreement is subject to compliance with the existing City of Fort Lauderdale Housing Program Policy and Guidelines ("Program").

2. SCOPE. The funding proceeds obtained in conjunction with this Agreement shall be used solely in connection with the rehabilitation, construction, and related soft costs for the house on Property Owner(s)'s property ("Project") having the address of:

1040 Arizona Avenue
Fort Lauderdale, Florida 33312

Legally described as:

Lot 16, Block 6 of MELROSE PARK SECTION 4 according to the Plat thereof, recorded in Plat Book 29, page 48 of the Public Records of Broward County, Florida. ("Property").

3. FORM OF ASSISTANCE. The amount of the grant will not exceed **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)**. Upon execution of this Participation Agreement, the Program Maximum amount of the grant shall be earmarked and set aside for the Property Owner(s) to be used solely for the Property Owner(s)' Emergency Housing Repair Project. The monies provided shall be withdrawn and used on behalf of the Property Owner(s) by City solely to pay for the Project costs. Participants shall have no personal claim to the project funds. Payments shall be made in accordance with the procedures provided in the form Contractor

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Agreement and Construction Contract Addendum used by the City and on file with the City's administrator for the Program ("Construction Contract"). A participant and heirs to the qualified property will be limited to a single lifetime assistance under this program.

(a) Interest Rate. The interest rate on the principal amount of the funding shall be zero percent (0%) per annum.

(b) Term of Repayment and Participation in Future Programs

The ~~Fifteen Thousand and Zero Cents (\$15,000.00)~~ Principal is in the form of a grant and no repayment is required. Participants in this grant program shall not be eligible to participate in any other City funded home rehabilitation program for a period of Twenty-four (24) months. The Twenty-four (24) Months shall be calculated ~~form~~from the final inspection completion date for the work completed under this program.

4. ADMINISTRATION. As an administrative function, the City shall retain any and all unused portion of the award grant amount within ten (10) working days from the date of completion and acceptance of the work, which shall be the date of the Certificate of Completion for the Project.

Disbursements for hard costs to the General Contractor shall be made ~~payable to~~payable to the General Contractor, requiring the Property Owner(s)' signature in countersigning and releasing the check for payment(s) to the General Contractor. The Property Owner(s) shall not unreasonably withhold approval of any partial or final payments to General Contractor, subject to the requirements set forth or referred to in the City's Program Guidelines.

5. COMMUNICATIONS. Any and all communications arising under this Agreement shall be transmitted as follows:

(a) All notices, demands, requests, instructions, approvals, proposals, and claims shall be in writing.

(b) Notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered and return receipt requested or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

AS TO THE CITY:
City Manager

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33304

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

LAUDERDALE, a Florida

municipal corporation ~~of the State of Florida~~

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By: _____

Greg Chavarria, City Manager

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Date: _____

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APPROVED AS TO FORM AND CORRECTNESS:
D'Wayne M. Spence, ~~Alain E. B. Interimoileau~~, _____

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City Attorney

By: _____

Patricia SaintVil-Joseph, Assistant City

Attorney

Date: _____

Folio 5042-07-04-2000

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Greg Chavarria, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

Signature of Notary Public, State of Florida

Name of Notary Typed, Printed or Stamp

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PROPERTY OWNER(S)/PARTICIPANT(S):

WITNESSES: _____
OWNER(S)/PARTICIPANT(S): ~~PRINT NAME OF PROPERTY~~

Signature By: Joya D. Fulton

Print Name 1040 Arizona Avenue Joya D. Fulton

1040 Arizona Avenue

Fort Lauderdale, Florida 33312

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Signature Date: _____

Print Name _____ Date: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Joya D. Fulton.

Folio 5042-07-04-2000

Signature of Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#22-0624

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: August 16, 2022

TITLE: Motion Approving the Acceptance of the 2022-2023 State Housing
Initiatives Partnership (SHIP) Funds and Allocating the 2021-2022 SHIP
Funds Program Income - **(Commission Districts 1, 2, 3 and 4)**

Recommendation

Staff recommends the City Commission approve a motion accepting the SHIP funds in the amount of \$ 1,782,257 and permit staff to use 10% of these funds for administrative costs along with 5% of any program income earned. The estimated program income (PI) is \$50,000. Staff further recommends that the City Commission authorize the City Manager to execute all documents associated with the acceptance of the SHIP 2022-2023 award, estimated PI and allocation of any program income earned for 2021-2022.

Background

On June 6, 2022, Florida Housing Finance Corporation (FHFC) notified the City of its expected 2022-2023 allocation. Funds are to be utilized based on the Affordable Housing Strategies as defined in the 2022-2025 approved Local Housing Assistance Plan (LHAP). In addition to the award of \$1,782,257, the estimated program income for FY2022-2023 will be \$50,000 resulting in a total of \$1,832,257 available for affordable housing.

Florida Administrative Code 67-37.005 requires that SHIP funds be advertised at least 30 days before the beginning of the application period unless a waiting list of applicants exists that will exhaust all allocated funding (Exhibit 2).

The Affordable Housing Committee (AHAC) and staff propose the following housing allocation for the SHIP funding for FY 2022-2023 in the amount of \$1,782,257 (Exhibit 3).

Administration-\$178,255.70
Owner Occupied Housing Rehabilitation-\$300,000
New Construction-Home Ownership-\$604,001.30
Emergency Housing Repair-\$300,000.00
Rental Assistance for the Elderly-\$150,000.00
Rental Development-\$250,000.00

An additional 2021-2022 Program income (PI) amount of \$519,101.56 is being appropriated.

Additionally, Housing and Community Development staff recommend that any program income be expended on strategies included in the approved 2019- 2022 SHIP LHAP.

This plan supports the City Commission 2022 top priority of addressing Homelessness and Housing opportunities.

Resource Impact

Funding for this item is contingent upon the approval of the Consolidated Budget Amendment CAM # 22-0262

Source:

<i>Funds available as of August 1, 2022</i>					
ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
130-SH23REV-D351	SHIP Program Revenue FY 22-23	Intergovernmental Revenue/SHIP FY2022-2023	\$0.00	\$0.00	\$1,782,257
130-SH23PI-N770	SHIP Program Income FY 22-23	Miscellaneous Revenue/ Deferred Loans Paid	\$0.00	\$0.00	\$50,000
TOTAL AMOUNT ►					\$ 1,832,257.00

Use:

ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
130-SH23SFR-8001	SHIP Program FY 22-23 Single Family Rehab	Grant Services/ Program Funds	\$0.00	\$0.00	\$300,000.00
130-SH23NC-8001	SHIP Program FY 23 New Construction- Homeownership	Grant Services/ Program Funds	\$0.00	\$0.00	\$604,001.30
130-SH23ER-8001	SHIP Program FY - 23-Emergency Housing Repair	Grant Services/ Program Funds	\$0.00	\$0.00	\$300,000.00
130-SH23ADM-8001	SHIP FY 22-23 Administration	Grant Services/ Program Funds	\$00.00	\$00.00	\$178,255.70
130-SH23RAE-8001	SHIP FY 22-23 Rental Assistance for Elderly	Grant Services/ Program Funds	\$0.00	\$0.00	\$150,000.00

130-SH23RD-8001	SHIP FY 22-23 -Rental Development	Grant Services/ Program Funds	\$0.00	\$0.00	\$250,000.00
130-SH23PI-8045	SHIP FY 22- 23 Program Income	Grant Services/ Program Funds	\$0.00	\$0.00	\$50,000.00
				TOTAL AMOUNT ►	\$ 1,832,257.00

Source:

<i>Funds available as of August 1, 2022</i>					
ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT REQUESTED
130-SH22PI-N770	SHIP Program Income FY 21-22	Miscellaneous Revenue/ Deferred Loans Paid	\$462,280.96	\$519,101.56	\$519,101.56
			TOTAL AMOUNT ►		\$519,101.56

Use:

ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT REQUESTED
130-SH22REV-8001	SHIP Program Revenue FY 21-22	Grant Services/ Program Funds	.00	00	\$519,101.56
			TOTAL AMOUNT ►		\$519,101.56

Strategic Connections

This item is a 2022 Top Commission Priority, advancing the Homelessness and Housing Opportunities Initiative.

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

- The Neighborhood Enhancement Focus Area
- Goal 4: Build a thriving and inclusive community of neighborhoods.
- Objective: Ensure a range of affordable housing options

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan; We are Community.

Attachments

Exhibit 1 - State Funding Allocation FY 2022-2023

Exhibit 2 - Notice of Funding Availability (NOFA) SHIP Funds 2022-2023

Exhibit 3 - AHAC June 13, 2022, Meeting Minutes

Exhibit 4 - 2021-2022 Additional SHIP Funding

Prepared by: Rachel Williams, Housing and Community Development Manager

Charter Officer: Greg Chavarria, City Manager



MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	1040 ARIZONA AVENUE, FORT LAUDERDALE FL 33312-7363	ID #	5042 07 04 2000
Property Owner	FULTON, JOYA D	Millage	0312
Mailing Address	1040 ARIZONA AVE FORT LAUDERDALE FL 33312-7363	Use	01-01
Abbr Legal Description	MELROSE PARK SEC 4 29-48 B LOT 16 BLK 6		

The just values displayed below were set in compliance with **Sec. 193.011**, Fla. Stat., and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

* 2024 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024	\$30,730	\$273,990	\$304,720	\$76,590	
2023	\$30,730	\$273,990	\$304,720	\$76,590	
2022	\$30,730	\$220,690	\$251,420	\$74,360	\$1,191.92

2024 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$304,720	\$304,720	\$304,720	\$304,720
Portability	0	0	0	0
Assessed/SOH 94	\$76,590	\$76,590	\$76,590	\$76,590
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$25,000	0	\$25,000	\$25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$26,590	\$51,590	\$26,590	\$26,590

Sales History

Date	Type	Price	Book/Page or CIN
10/1/1990	WD	\$69,000	17851 / 908

Land Calculations

Price	Factor	Type
\$3.00	10,243	SF
Adj. Bldg. S.F. (Card, Sketch)		1307
Units/Beds/Baths		1/3/1
Eff./Act. Year Built: 1955/1954		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03						F1		
R								
1						1		

This Indenture,

80420910

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Made this 19th day of October, A. D. 1990

BETWEEN CYRIL E. BARTER and HEDWIG M. BARTER, his wife

of the County of Broward, in the State of Florida, part 1es of the first part, and
JOYA D. FULTON, a single woman

of the County of Broward, in the State of Florida, whose post office address is
1040 Arizona Avenue Fort Lauderdale, Florida 33312

part y of the second part.

Witnesseth, That the said part 1es of the first part, for and in consideration of the sum of
TEN AND OTHER GOOD AND VALUABLE CONSIDERATION—Dollar
to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowl-
edged, have granted, bargained, and sold to the said part y of the second part, her heirs
and assigns forever, the following described land, situate, and being in the County of Broward,
State of Florida, to-wit:

Lot 16, Block 6 of MELROSE PARK SECTION 4 according to the
Plat thereof, recorded in Plat Book 29, page 48 of the
Public Records of Broward County, Florida.

Subject to taxes for the year 1990 and all subsequent years.

Subject to restrictions, reservations, limitations, easements and zoning
of record, if any.

\$ 379⁵⁰ has been Paid
in Broward County for Documentary
Stamp Tax as required by law.

Jaqueline Jackson, Deputy

Social Security # of Grantee: Parcel I.D. # 0207-04-200

And the said part 1es of the first part do hereby fully warrant the title to said land, and will defend the
same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said part 1es of the first part have hereunto set their
hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Safarum McHale
Kimberly A. Buene

Cyril E. Barter
CYRIL E. BARTER
Hedwig M. Barter
HEDWIG M. BARTER

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA

L. A. HESTER
COUNTY ADMINISTRATOR

STATE OF FLORIDA,
COUNTY OF Broward

I HEREBY CERTIFY that on this day, before me, an
officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared
CYRIL E. BARTER and HEDWIG M. BARTER, his wife

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged
before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of
October, A. D. 1990

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 7, 1993
BONDED THRU GENERAL INS. UND.

Kimberly A. Buene

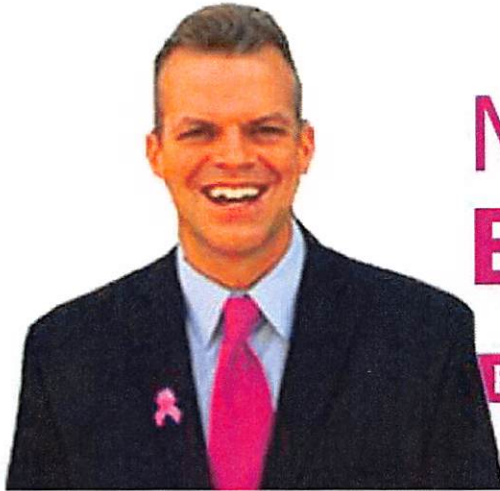
This Instrument prepared by: Maxine Roberts
for

Address
AZTEC TITLE CORPORATION
2 South University Drive, Suite 231
Plantation, Florida 33324

will
call
90-6200

BR 17851 PG0908

7/15



MARTY KIAR

BROWARD COUNTY

PROPERTY APPRAISER

[Property Search](#)[Search Results](#)[Parcel Result](#)[Homestead](#)[Map](#)[Sketch](#)[Estimator](#)[Portability](#)[Exemption](#)[TRIM](#)[Tax](#)[Pictures](#)[Fraud](#)[AskMarty](#)[Print](#)[Copy Link](#)[New Search](#)[< Prev Parcel](#)Tax Year 2024 ▼[Next Parcel >](#)

Property Summary

Property ID: 504207042000

Property Owner(s): FULTON, JOYA D

Mailing Address: 1040 ARIZONA AVE FORT LAUDERDALE, FL 33312-7363

Address: [click here to update mailing address](#)

Physical Address: 1040 ARIZONA AVENUE FORT LAUDERDALE, 33312-7363

Neighborhood: Melrose Park

Property Use: 01-01 Single Family

Millage Code: 0312

Adj. Bldg. S.F.: 1307 Card/Permits

Bldg Under Air S.F.: 1185

Effective Year: 1955

Year Built: 1954

Units/Beds/Baths: 1 / 3 / 1



[Previous](#) [Next](#)

Deputy Appraiser: Residential Department

Property Appraiser Number: 954-357-6831

Property Appraiser

Email:

realprop@bcpa.net

Abbr. Legal

Des.:

MELROSE PARK SEC 4 29-48 B LOT 16 BLK 6

If you see a factual error on this page, please click here to notify us.



Important:

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

The 2024 values currently shown are considered "working values" and are subject to change. These numbers will change frequently online as we make various adjustments until they are finalized.

Property Assessment

Year	Land	Building / Improvement	Just/Market Value	Assessed / SOH Value	Tax
2024	\$30,730	\$273,990	\$304,720	\$76,590	
2023	\$30,730	\$273,990	\$304,720	\$76,590	
2022	\$30,730	\$220,690	\$251,420	\$74,360	\$1,191.92

Exemptions And Taxing Authority Information

	County	School Board	Municipal	Independent
Just Value	\$304,720	\$304,720	\$304,720	\$304,720
Portability	0	0	0	0
Assessed / SOH 94	\$76,590	\$76,590	\$76,590	\$76,590
Homestead100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$25,000	0	\$25,000	\$25,000
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	\$26,590	\$51,590	\$26,590	\$26,590

Sales History For This Parcel

Date	Type	Qualified/Disqualified	Price	Book/Page or CIN
10/01/1990	Warranty Deed		\$69,000	17851 / 908

Recent Sales In This Subdivision

Folio Number	Date	Type	Qualified/Disqualified	Price	Book/Page Or CIN	Property Address
504207040500	07/26/2023	Warranty Deed	Qualified Sale	\$475,000	119011894	761 E EVANSTON CIR FORT LAUDERDALE, FL 33312
504207040250	06/26/2023	Warranty Deed	Qualified Sale	\$340,000	118943751	740 E MELROSE CIR FORT LAUDERDALE, FL 33312
504207041960	06/21/2023	Trustee's Deed	Disqualified Sale	\$315,000	118940240	1116 ARIZONA AVE FORT LAUDERDALE, FL 33312
504207040500	06/16/2023	Warranty Deed	Disqualified Sale	\$335,000	118930954	761 E EVANSTON CIR FORT LAUDERDALE, FL 33312
504207040870	06/13/2023	Warranty Deed	Qualified Sale	\$479,000	118920299	735 E DAYTON CIR FORT LAUDERDALE, FL 33312

Land Calculation

More Sales 

Type	Unit Price	Units	Zoning
Square Foot	\$3.00	10,243 SqFt	RS-6.7 - IRREGULAR RESIDENTIAL

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
------	------	-------	-------	------	------	-------	-------	------

Ft Lauderdale Fire-rescue (03)	(F1)
Residential (R)	
1	1.00

School ⓘ

School	Grade
--------	-------

Westwood Heights Elementary	D
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Parkway Middle	I
-------------------	---

South Plantation High	C
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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	Sarah Leonardi

Broward County Property Appraiser 115 South Andrews Avenue Room 111 Fort Lauderdale, Florida 33301	About BCPA	Search	Resources	Online Tools	Exemptions & Classificatior
	About Marty Kiar	Property Search	FAQ	Maps & Aerials	All
	Contact Us	Tangible Search	Download Forms	Exemption Status	Exemptions
	Tax Roll Information	Sales Search	Related Links	Data Request	Agricultural Classification
	Business		Market Reports		

954-357-6830

Careers

Subdivision

Video Gallery Tax

Appeals &

martykiar@bcpa.net Ask Marty

Search

Newsletters

Estimator

Pet'

Time Share

Portability

Report

Search

Estimator

Exemption

Commercial

Owner Alert

Fraud

Search

Land Search

Privacy Policy

Having trouble viewing our website? Please contact our accessibility hotline for assistance at accessibility@bcpa.net or 954-357-6830.

Source: Broward County Property Appraiser's Office - Contact our office at 954.357.6830. Hours: We are open weekdays from 8 am until 5 pm.

Legal Disclaimer: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone. Information provided on this website is for tax roll purposes only and may not be appropriate for other uses. Values are not final until certified pursuant to Florida law.

10/3/23

EXHIBIT A

City of Fort Lauderdale
Housing and Community Development Division Housing
Rehabilitation/Replacement Program

REHABILITATION SCOPE OF WORK
PROJECT ADDRESS: 1040 Arizona Avenue, 33312
PROJECT HOMEOWNER: JOYA FULTON
GENERAL NOTES TO BIDDERS:

CASE NO. RS (ERP)

To be eligible to submit a bid, Contractors are required to attend a pre-bid meeting. Contractor is required to arrive on time and be present throughout the meeting. There will be a **ten-minute** grace period. Contractors may not participate in the bidding process if arrived after the ten-minute mark. NO EXCEPTIONS.

Section 3

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Minimum requirement: Awarded Contractor must be a licensed General Contractor.

- 1) Bid submittal shall be acknowledged as the Contract bid amount, irrespective of any error in the computation of line items. Bids with computation errors may be disqualified.
- 2) Bid submittal shall include all costs to obtain permits; testing (such as, but not limited to lead based paint test or asbestos testing), labor, material and supplies, as indicated per line item. Certificate of Occupancy is required from the City of Fort Lauderdale Building Services Division.
- 3) All work performed per the current Florida Building Code (FBC), National Electric Code (NEC) and within acceptable industry standards.
- 4) Good workmanship: Contractor shall perform work within good construction practices. Construction materials must be of good quality and free of defects.
- 5) Clean site: Contractor shall keep the site clean and free of construction debris and waste at all times. All construction waste and debris must be disposed of in a timely fashion as per local, State and Federal regulations.
- 6) Secured areas: Contractor shall make a reasonable and conscientious effort to exclude unauthorized persons from the site/work area. Contractor may use barriers, signage, and/or any other reasonable means of exclusion.
- 7) Timeline: Awarded Contractor must submit a written work schedule when signing the Homeowner/Contractor Agreement. Failure to provide the appropriate documentation will result in automatic forfeiture and project award to the next successful bidder. Contractor shall complete the project within 50 working days from the date of Building Permit Issuances.

- 8) Payment requests may be submitted in a maximum of three intervals with the first interval representing 35% of work completed, the second representing 35% and a final payment of 30%.
- 9) If not otherwise stated, the bidder shall include, as a separate item, any task or provision not specified in the work write-up and must be deemed necessary for successful project completion.
- 10) All measurements and quantities specified in this document are approximations and must be checked and verified to be true by the bidder prior to submitting a bid. Discrepancies must be reported immediately via [City's on-line strategic sourcing platform](#). If the Contractor has any comments or questions regarding the work item specifications please follow [City's on-line strategic sourcing platform](#) instructions.
- 11) General Contractor is required to obtain Housing and Community Development's (HCD) cover letter to expedite the permitting process. Contractor may be subject to a fine of \$250 per day for any days over the completion date. Liquidated damages shall affect contract sum and may be withheld from payment.
- 12) Contractor is required to provide all required insurance certificates (including subcontractor) to HCD within five (5) business days of award. Failure to provide appropriate insurance documentation will result in automatic forfeiture and award made to the next successful bidder.
- 13) All building permits and plans/drawings must be submitted for review to the Construction Review Specialist (CRS) prior to submittal to the Building Services Division.
- 14) Contractor shall obtain signed and notarized Homeowner Selection Sheet provided by HCD with selection of items including; but not limited to paint, tile, grout, kitchen and bathroom cabinets, and countertops. A copy shall be provided to the CRS.

1. Fascia Repair / Replacement FL Room

Lump Sum

The contractor is to prep flower beds, ground and all other areas to minimize damage with plastic, drop clothes or etc. to catch falling debris during the demo process. After preparation of the Exterior of the home. The Contractor is to diamond saw cut the Stucco at the back side of the bottom of the existing fascia all around the perimeter of the Florida Room to ready it for removal. Remove all existing defective fascia boards covered with Stucco and properly dispose of according to all Local, State and Federal regulations. After completely removing all Stucco and existing old fascia boards around the perimeter of the Florida Room. Contractor must inform CRS in a timely manner of any structural defects found, including roof framing, sheathing, fascia and soffits. The CRS will inspect and instruct the Contractor how to proceed. **A new primed all 4-sides (1" x 12") fascia board** with a 1"x 2" pressure treated furring strip screwed to the top of it prior to installation to roof rafters is to be re-installed at the fascia board original location and attached to the existing roof rafters. Once the new primed fascia board with pre-installed 1" x 2" P.T. is hung around the entire perimeter of the Florida Room. The Contractor is to neatly caulk the gap behind the Fascia Board / Stucco location area and all other cracked areas in a clean manner. Contractor is to use a high-quality polyurethane caulk such as Vulkem or its equivalent to do this caulking task. Prime and Paint all fascia, soffits and walls with a quality primer and (2) coats of matching sheen and paint color. Supply owner with all warranties and guarantees.

All work as per the current 2020 Florida Building Code and accepted industry standards.

NOTE: Price must include for minimum of:

- 1) 75/LF of (1" x 12") fascia and 75/LF of (1" x 2") P.T. around perimeter of fascia.
 - 2) all additional framing as needed to repair damaged/rotten framing.
- If additional material is required, you are required to inform the CRS.

2. Remove and Replace Interior Drywall and Base Boards

Lump Sum

The contractor is to remove all the baseboards on the South wall side adjoining the area where the water intrusion has occurred. Contractor is to also remove a (2'-0") section (bottom to top) or all drywall beneath a windowsill of the drywall to be able to inspect the exterior wall for any other further deterioration of the inside of the wall. **If it is determined that additional drywall needs to be removed to inspect the wall then contact the (C.R.S.) for a site inspection meeting to determine how much should be removed.** After removal of the drywall the Contractor should do a visual of the inside of the wall. The Contractor is to remove and replace any deteriorated, rotten wood or insulation that is compromised or that is no longer structurally sound. After the replacement of any defective materials if needed, the Contractor is to replace the drywall with the like size drywall and knockdown plaster the new areas to match the existing texture as good as possible. After the drywall has been textured the Contractor is to replace the baseboards with the exact baseboard profile that was used originally in this Florida Room. Once the baseboards have been replaced, the Contractor is to fill holes, caulk, prime and paint back to original with the proper paint sheen and existing color. Prime and Paint all trim work in the Florida Room with the correct color and sheen as the exist trim work. Trim work color may be changed if the client requests a different color. All walls including new disturbed by the task and undisturbed walls should receive primer and (2) coats of matching sheen and paint color. Supply owner with all warranties and guarantees.

3. Gutters and Downspouts (White)

65/LF

Around the Florida Room:

After the Fascia board repairs have been completed and painted. The Contractor is to supply material and labor to install a -White- metal Gutter (with leaf guard installed also) and (2) Downspouts at the Florida Room location to help divert unwanted water to a different location.

PERMIT FEES

An Allowance of **\$750.00** is provided for all costs associated with permitting fees. Payments will be made to the contractor based on the actual cost of permits upon submission of paid permit receipts. The City shall not pay for other costs related to obtaining or securing permits.

The amount indicated is intended to be sufficient to cover the entire project. If the City's permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of the City's permit fees required for project completion.

For the Home Inspector, the contractor must have on site the complete permit package for all trades (permit cards, applications, drawings, etc.).

NOTE: THE CITY WILL ADD THIS ALLOWANCE TO YOUR BID.

*****USE HCD REHABILITATION PRICE LIST FOR ALL NEEDED ITEMS*****

I, Joya Fulton, understand and agree to the proposed Scope of Work listed above:

Homeowner (Joya Fulton) _____ Date _____

Construction Review Specialist _____ Date _____

Housing Program Supervisor _____ Date _____



CITY ATTORNEY'S OFFICE

DOCUMENT ROUTING FORM

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

TODAY'S DATE: 11/14/23DOCUMENT TITLE: EMERGENCY REHABILITATION – SHIP – Joya Fulton -1040 Arizona Avenue - Fort Lauderdale, Florida 33312 - Participation AgreementCOMM. MTG. DATE: 8/16/2022 Commission #: 22-0624 ITEM #: PH-1 CAM attached: ☒ YES ☐ NORouting Origin: CAO Router Name/Ext: Sonias x5598 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: 11/14/23 Attorney's Name: Patricia SaintVil-Joseph Initials: PSJ3) City Clerk's Office: # of originals: 1 Routed to: _____ Ext: _____ Date: 11/15/234) City Manager's Office: CMO LOG #: NDU 43 Document received from: 11/17/23 CCOAssigned 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 1 originals to ☐ Mayor ☒ CCODate: 11/17/23

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: Deniece Graham /X- 6024 / HCD***** Please email a copy of each executed document to ssierr@fortlauderdale.gov for our recordsAttach _____ certified Reso # _____ ☐ YES ☒ NO Original Route form to CAO