MOTIONS

M-1 22-0322

Motion Designating the Ten Most Populous City Seat to Florida League of City Board of Directors - (Commission Districts 1, 2, 3 and 4)

APPROVED - Mayor Trantalis as Designee

Yea: 5 - Vice Mayor Moraitis, Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen and Mayor Trantalis

RESOLUTIONS

R-1 22-0316

Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Vice Mayor Moraitis, Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen and Mayor Trantalis

R-2 22-0321

Appointment of Director, Alternate and Second Alternate to Broward League of Cities Board of Directors - (Commission Districts 1, 2, 3 and 4)

ADOPTED - Mayor Trantalis as Director, Commissioner Sorensen as Alternate and Commissioner McKinzie as Second Alternate

Yea: 5 - Vice Mayor Moraitis, Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen and Mayor Trantalis

R-3 22-0245

Resolution Approving the 2022-2025 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP) - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Vice Mayor Moraitis, Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen and Mayor Trantalis

R-4 22-0248

Resolution Waiving General Employees' Retirement System Early Retirement Reduction Factor - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Vice Mayor Moraitis, Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen and Mayor Trantalis

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#22-0245**
REGULAR MEETING

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

FROM: Chris Lagerbloom, ICMA-CM, City Manager

DATE: April 5, 2022

TITLE: Resolution Approving the 2022-2025 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP) - **(Commission Districts 1, 2, 3 and 4)**

Recommendation

Staff recommends the City Commission adopt a resolution approving the City's proposed 2022-2025 State Housing Initiatives Partnership (SHIP) program Local Housing Assistance Plan (LHAP), allowing ten percent of the funding award and eligible program income to be used for program administration including staff salaries, and authorizing the City Manager to execute all documents and take any action associated with this program.

Background

Section 420.9075, Florida Statutes (2021), requires the City as a participant in the SHIP Program to develop and implement a three-year plan to make affordable residential units available to persons of very low income, low income, or moderate income and to persons who have special needs; including but not limited to homeless individuals, the elderly, and person with disabilities. All strategies included in the LHAP may assist persons and households having annual incomes of not more than 140 percent of the area median income as determine by the United States Department of Housing and Urban Development (HUD).

The current LHAP will expire on June 30, 2022, and the new LHAP is effective July 1, 2022, and is due to Florida Housing Finance Corporation by May 2, 2022.

In developing the LHAP we used an estimated baseline allocation of $900,000 for a projected award for fiscal years 2022-2025.

In accordance with Section 420.9075(7), Florida Statutes (2021), the cost of administering the local housing assistance plan may not exceed the five (5) percent limitation on administrative costs, unless its governing body finds, by resolution, that five (5) percent of the local housing distribution plus five (5) percent of program income is insufficient to

adequately pay the necessary costs of administering the local housing assistance plan provided, however, the cost of administering the program may not exceed ten (10) percent of the local housing distribution plus five (5) percent of the program income deposited into the trust fund.

The proposed LHAP has been submitted to the State for a pre-review, and staff has made all of the State's recommended revisions. Once the LHAP is approved by the City Commission, the final LHAP and Resolution will be resubmitted to the State.

The LHAP includes nine (9) housing strategies which are as follows:

A. Emergency Housing Repair
B. Rental Development
C. New Construction-Home Ownership
D. Rental Assistance for the Elderly & Special Needs
E. Owner-Occupied Rehabilitation
F. Demolition/Reconstruction
G. Purchase Assistance without Rehab
H. Disaster Repair
I. Rapid Re-Housing

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

Resource Impact
There is no fiscal impact associated with this action.

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 - 2022-2025 LHAP
Exhibit 2 - Resolution
Exhibit 3 - Certification to Florida Housing Finance Corporation

---

Prepared by: Rachel Williams, Housing and Community Development

Charter Officer: Chris Lagerbloom, ICMA-CM, City Manager

RESOLUTION NO. 22-70

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, ADOPTING THE LOCAL HOUSING ASSISTANCE PLAN FOR FISCAL YEARS 2022/2023, 2023/2024 AND 2024/2025 PURSUANT TO THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM; DIRECTING STAFF TO TIMELY SUBMIT THE THREE YEAR LOCAL HOUSING ASSISTANCE PLAN TO THE FLORIDA HOUSING FINANCE CORPORATION; FINDING THAT FIVE PERCENT OF THE LOCAL HOUSING DISTRIBUTION PLUS FIVE PERCENT OF PROGRAM INCOME IS INSUFFICIENT TO ADEQUATELY PAY THE NECESSARY COSTS OF ADMINISTERING THE LOCAL HOUSING ASSISTANCE PLAN; DELEGATING AUTHORITY TO THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY OR INCIDENTAL TO THE RECEIPT AND ADMINISTRATION OF THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida ("City Commission") adopted Ordinance No. C-93-20 on February 18, 1993, which created a Local Housing Assistance Trust Fund, established a Local Housing Partnership, and established a Local Housing Assistance Program to participate in the State Housing Initiatives Partnership Program ("SHIP"), which said Program provides funds for affordable housing programs; and

WHEREAS, pursuant to Section 420.9072, Florida Statutes (2021), and Section 67-37.005 of the Florida Administrative Code, in order to qualify for SHIP funds, the City of Fort Lauderdale must adopt by resolution and submit a Local Housing Assistance Plan ("LHAP") describing the local housing assistance strategies to the Florida Housing Finance Corporation by May 2, 2022; and

WHEREAS, in accordance with Section 420.9075(7), Florida Statutes (2021), moneys deposited in the local housing assistance trust fund shall be used to administer and implement the LHAP, however, the cost of administering the plan may not exceed five (5) percent of the local housing distribution moneys and program income deposited into the trust fund, unless the City Commission finds, by resolution, that five (5) percent of the local housing distribution plus five percent of program income is insufficient to adequately pay the necessary costs of administering the LHAP; and

WHEREAS, the City Commission wish to adopt the City of Fort Lauderdale SHIP Program LHAP for fiscal years 2022/2023, 2023/2024 and 2024/2025, setting forth the three-year local housing assistance strategies pursuant to SHIP, and finds that five (5) percent of the local housing distribution plus five (5) percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan, and further finds that the cost of administering the program will not exceed ten (10) percent of the local housing distribution plus five (5) percent of program income deposited into the trust fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. That the City Commission hereby adopts the City of Fort Lauderdale, State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) for fiscal years 2022/2023, 2023/2024 and 2024/2025, setting forth the three-year LHAP local housing assistance strategies pursuant to SHIP, and finds that five (5) percent of the local housing distribution plus five (5) percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan, and further finds that the cost of administering the program will not exceed ten (10) percent of the local housing distribution plus five (5) percent of program income deposited into the trust fund. A copy of the three year LHAP is on file with the City Clerk of the City of Fort Lauderdale and identified as Exhibit 1 to Commission Agenda Memorandum No. 22-0245.

SECTION 3. That City staff is hereby directed to timely submit this Local Housing Assistance Plan for fiscal years 2022/2023, 2023/2024 and 2024/2025 to the Florida Housing Finance Corporation by May 2, 2022, as required by Sections 420.907-420.9079, Florida Statutes (2021), the State Housing Initiatives Partnership Act and Section 67-37.005, Florida Administrative Code.

SECTION 4. That the City Manager is hereby authorized to execute all documents necessary or incidental to receive and administer the State Housing Initiatives Partnership Program.

SECTION 5. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials.

SECTION 6. That this resolution shall take effect immediately upon its adoption.

ADOPTED this 5th day of April, 2022.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM:

City Attorney
ALAIN E. BOILEAU

Dean J. Trantalis	Yea
Heather Moraitis	Yea
Steven Glassman	Yea
Robert L. McKinzie	Yea
Ben Sorensen	Yea

STATE HOUSING INITIATIVES PROGRAM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)
RENTAL REHABILITATION LOAN AGREEMENT

THIS AGREEMENT is entered into this 25th day of January, 2024, by and between:

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

and

FORT LAUDERDALE COMMUNITY DEVELOPMENT CORPORATION, a Florida not-for-profit corporation (hereinafter referred to as "Participant" or "Owner").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida adopted Ordinance No. C-93-20 on February 18, 1993, which created a Local Housing Assistance Trust Fund, established a Local Housing Partnership, and established a Local Housing Assistance Program to participate in the State Housing Initiatives Partnership ("SHIP"), which provide funds for affordable housing programs; and

WHEREAS, the City of Fort Lauderdale has met all the prerequisites for participation in the State Housing Initiatives Program for eligible housing activities and projects; and

WHEREAS, pursuant to Resolution No. 22-70, the City Commission adopted the 2022-2025 SHIP Program Local Housing Assistance Plan (LHAP) in accordance with Rule Chapter 67-37, Florida Administrative Code, as part of the SHIP Program which contains a Rental Development Strategy to provide funding for the construction or rehabilitation of affordable rental units; and

WHEREAS, the City allocated an estimated $21,695.75 including charge for reroofing and lien recording fee using 2022-2023 SHIP funds for a Community Housing Development Organization (CHDO); and

WHEREAS, Participant is a HUD-designated CHDO and thereby qualified to rehabilitate affordable rental units for low-income households and submitted a work proposal for the property located at 1405 NW 3rd Street, Fort Lauderdale, FL 33302, which said proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS the City wish to engage the Participant to rehab the affordable rental housing project in order to provide affordable housing to eligible individuals under the SHIP Rental Development Strategy; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I
PURPOSE

1.0 The purpose of this Agreement is to outline the requirements by which the City will provide funds to the Participant so that the Participant can construct a new flat reroof at 1405 NW 3rd Street, Fort Lauderdale, Florida, 33311.

1.1 The funds approved herein shall be provided to the Participant in the form of a 0% interest loan repayable at the end of 15 years. The City will secure all properties with a mortgage and restrictive covenant. As a condition to receive funding under this Agreement, the Participant must execute a promissory note in the amount funded for the construction of a flat reroof, secured by a mortgage and restrictive covenant, in form and substance acceptable to the City.

ARTICLE II
DEFINITIONS

2.0 The terms defined in Article II shall have the following meanings in this Participation Agreement, except as otherwise expressly provided herein:

2.1. "Agreement" means all documents signed and executed as part of this package, for the purpose of carrying out the responsibilities.

2.2. "Carrying Costs" means landscape care and water, electric and sanitary services, all property maintenance costs, insurance on the property, and builders risk insurance required to protect the Property.

2.3. "CITY" means the City of Fort Lauderdale.

2.4 "Effective Date" means the date this Agreement was approved by the City Commission.

2.5 "FI" means Financial Institution.

2.6 "HCD" means the Fort Lauderdale's Housing and Community Development Division.

2.7 "HCD Approval" means the written approval of the HCD Manager or designee.

2.8 "HCD Manager" means the Housing & Community Development Division Manager or designee.

2.9 "Identified Property" or "IP" means a property that has been identified for rehabilitation by the Participant pursuant to the terms of this Agreement.

2.10 "Low Income" or "LI" means persons/households whose annual income does not exceed eighty percent (80%) of the Area Median Income (AMI).

2.11 "Participant" means the Fort Lauderdale Community Development Corporation and the awarded CHDO.

2.12 "Construction Costs" mean impact fees, all development and building permit fees, cost of preparing plans and specifications, building plans, inspection fees, connection fees, construction materials, contractor services and subcontractor labor costs or any other fees required in order to bring the dwelling up to a standard that meets the City Code, Florida Building Code and all other codes, laws and regulations associated thereto as authorized by HCD.

ARTICLE III
FUNDING AND METHOD OF PAYMENT

3.0 The maximum SHIP funds payable to Participant by the City under this Agreement shall not exceed a total loan amount of **Twenty-One Six Hundred Ninety-Five Dollars and 75/100 ($21,695.75)**.

3.1 The Participant may request construction funds from the City for payment of all eligible grant expenses on a reimbursement basis.

3.2 This Agreement will be considered a Preliminary Award, until the Participant has provided the following documents to HCD for written approval to rehab the identified eligible property(ies):

- Construction Scope of Work for a flat reroof.
- Fully executed Contractor Agreement

Once the documentation is received, the City is required to review and underwrite the project and ensure the project is sustainable over the affordability period of fifteen (15) years.

3.3 City reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The City also reserves the right to make payment until adequate documentation has been provided and reviewed.

3.4 The Participant shall submit a final construction reimbursement invoice upon completion. Final payment shall be made after the City has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with SHIP regulations, including submission of completion reports and documentation of eligible occupancy, property standards and recording of restrictive covenants.

ARTICLE IV
GRANT ACTIVITIES

4.0 The Participant will use the allocated SHIP funds to construct a flat reroof.

4.1 The Construction must meet the City's Florida Building Code and all other applicable laws or regulations.

4.3.1 The Participant shall provide an itemized contractor's estimate for new construction of the proposed IP, ensuring that the costs are consistent with industry standards. In addition, a timeline within which new construction work will be completed shall be submitted to HCD. Time for completion of construction must be in accordance with 50 business day HCD standard. Penalties / fines may apply for all new construction projects that exceed the 50-business day timeframe.

HCD must review and approve the scope of work and said scope must be consistent with HCD's Construction Standards.

4.3.2 Prior to beginning the construction process, the Participant shall provide a written contract between contractor and the Participant to complete construction within 50 business day timeframe approved by HCD. The Participant shall be responsible for and obtaining all City final inspection documents.

4.4 If HCD approves the Participant's submittals in writing the following shall occur:

The Participant shall:

- Execute a first mortgage and note naming the City as Mortgagee in the amount of $21,695.75.
- Execute for recording a declaration of restricted covenants imposing the affordability restrictions on any conveyance of the property and requirements that property must remain a permanent affordable rental. The covenant shall be recorded superior to the mortgage lien to preserve affordability.

4.5 FINANCIAL RESPONSIBILITIES

Based on the reports the IP does not meet the requirements. the Participant shall be reimbursed for these costs.

4.5.1 Reimbursable Construction Costs. The Participant shall submit one invoice to HCD for Reimbursable Construction Costs.

4.5.2 Construction Costs. The maximum cost for construction payable by City is as approved by HCD.

4.6 CONSTRUCTION OR REHABILITATION OF PROPERTY

4.6.1 The Participant shall take those actions necessary to obtain the documents required for permitting. The Participant will be responsible for obtaining all necessary permits for construction, hiring all contractors, supervising all construction, and ensuring that the SHIP Property meets requirements of the Florida Building Code, local codes, and federal regulations for housing quality standards and those required to commence and complete construction of the new construction of the SHIP Property. The Participant shall be responsible for and obtain all final certificates of occupancy.

4.6.2 The Participant shall be responsible for obtaining all releases from contractor subcontractors, and laborers prior to applying for a final inspection.

ARTICLE V
RESTRICTIONS ON PROPERTY

5.0 A Property rehabilitated or assisted by the Participant using SHIP funds shall meet the affordability requirements of 15 years, and the property must remain affordable perpetually.

5.1 All residential units assisted with SHIP funds must be occupied by low-income households at or below 80% of the current SHIP Income Limits.

ARTICLE VI
RESPONSIBILITY FOR PROPERTY

6.0 The Participant will pay when due all taxes assessments, water rates and other governmental charges, fines, and impositions, of every kind and nature whatsoever, now and hereafter imposed on the mortgaged property, and will pay when due every amount of indebtedness secured by any

lien of which the lien of this Mortgage is expressly subject. The Participant will keep all buildings now existing or which may hereafter be erected or installed in the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies

ARTICLE VII
SCOPE OF SERVICES

7.0 All rental housing assisted with SHIP funds must meet the affordability requirements of 15 years, and the property must remain affordable perpetually. The City will require repayment of the loan at the end of the 15-year period. The 15-year period will begin starting the date of final inspection.

All rental housing assisted with SHIP funds must meet the affordability requirements of 15 years, and the property must remain affordable perpetually. The City will require repayment of the loan at the end of the 15-year affordability period.

7.6 The Participant shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner.

ARTICLE VIII
CERTIFICATIONS

8.0 The Participant certifies that it shall comply with the following requirements:

8.1 Nondiscrimination, equal opportunity, site selection and neighborhood standards identified at 24 CFR 92.202 and 92.350.

8.2 Drug-free workplace, identified at 24 CFR 24.

8.3 Affirmative marketing and minority outreach, identified at 24 CFR 92.351.

8.4 Labor standards, identified at 24 CFR 92.354.

8.5 Disbarred or suspended contractors, identified at 24 CFR 24.

8.6 Conflict of Interest, identified at 24 CFR 92.356.

And any other applicable Code or Ordinance as required by the Federal Government, State Government, County and City.

ARTICLE IX
COMPLIANCE MONITORING

9.0 All projects must be in compliance with the rules and regulations of 24 CFR Part 5 (Income Limits, Annual Income, Rent, and Examinations for the Public Housing and Section 8 Programs) and the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Chapter 420.907 and the Florida Administrative Code 67-37, and in particular related to:

a. Income limits
b. Definition of Affordability
c. Maximum rent

d. Non-discrimination

The manager of Newly Constructed Senior Multi-family Rental must remain in contact with the SHIP Office during the 15 year SHIP affordability period and must remain in compliance with SHIP requirements. The manager must stay updated on income qualification training by completing re-training at least once every three years and provide proof to City of this training.

Once annually on staff from the SHIP office will conduct a monitoring visit to review income compliance and affordability of rent/housing costs, as well as complete an inspection of the physical condition of the SHIP assisted unit and the overall property.

30 days prior to this monitoring visit, the CHDO will provide the following:

a. A completed annual re-certification of income eligibility for each SHIP-assisted rental unit using the current residential income certification form and including required verification of household income and assets.
b. Proof of Affordability of Unit
c. Certificate of Hazard Insurance naming the City of Fort Lauderdale Housing & Community Division as co-insured.

ARTICLE X
TERMINATION OF AGREEMENT

10.0 In the event funds to finance the project set forth in this Agreement become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four hours written notice to the other party.

10.1 If the Participant fails to perform any of the provisions or terms of this Agreement, the City may, by written notice of breach to the Participant, terminate all or any part of this Agreement.

10.2 Termination shall be upon no less than twenty-four hours' notice, in writing, delivered by certified mail, or in person.

10.3 No waiver by the City of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.

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

(a) As to the City:
Greg Chavarria
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to:
Thomas J. Ansbro
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue

Fort Lauderdale, Florida 33301

(b) As to the Participant: Dennis Wright, President
Fort Lauderdale Community Development Corporation
1033 NW 6th Street, #204
Fort Lauderdale, Fl 33311

ARTICLE XI
INDEMNIFICATION CLAUSE

The Participant shall indemnify and save harmless and defend City, its agents, servants, and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of the Participant, its agents, servants, or employees in the performance of services under this Agreement.

ARTICLE XII
AMENDMENT

The parties reserve the right to modify, by mutual consent, terms, and conditions of this Agreement in order to successfully and fully complete the grant activities and services listed. Any such amendments must be reduced to writing and executed by the authorized City and the Participant official.

ARTICLE XIII
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 here from.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first written above.

CITY

CITY OF FORT LAUDERDALE

By: _____
Greg Chavarria, City Manager

Date: January 25, 2024

Approved as to form and correctness:
Thomas J. Ansbro, City Attorney

_____
Patricia SaintVil-Joseph, Assistant City Attorney

PARTICIPANT

IN WITNESS WHEREOF, this Note has been duly executed by the Maker(s), as of its date.

WITNESSES:

Veda Coleman-Wright
Witness #1 signature

Veda Coleman-Wright
[Witness #1 print or type name]

3566 S.W. 50 St. Fort Laud, FL 33312
[Witness #1 address]

Lolanda Herrera
Witness #2 signature

Lolanda Herrera
Witness #2 print name

1224 NW 192 Lane P.Pines, FL 33029
[Witness #2 print address]

MAKER(S):

FORT LAUDERDALE COMMUNITY DEVELOPMENT CORPORATION, a Florida not-for-profit corporation
1033 N.W. 6TH Street, #204
Fort Lauderdale, Florida 33311

By: Dennis L. Wright
Dennis Wright, President

STATE OF: FLORIDA
COUNTY OF: BROWARD
The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____online notarization this 18 day of January, **2024,** by **Dennis Wright**, as President of Fort Lauderdale Community Development Corporation.

Canzetta Norwood
Signature of Notary Public, State of Florida

Canzetta Norwood
Name of Notary Typed, Printed or Stamped

CANZETTA NORWOOD
MY COMMISSION # HH 172057
EXPIRES: October 11, 2025
Bonded Thru Notary Public Underwriters

Personally Known ✓ OR Produced Identification_____
Type of Identification Produced _____

CANDETTA NORWOOD
MY COMMISSION # HH 172085
EXPIRES: October 11, 2025
Bonded Thru Notary Public Underwriters

Detail by Entity Name

Florida Not For Profit Corporation
FORT LAUDERDALE COMMUNITY DEVELOPMENT CORPORATION

Filing Information

Document Number	N28869
FEI/EIN Number	65-0146804
Date Filed	10/13/1988
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/05/2005
Event Effective Date	NONE

Principal Address

1033 NW 6th Street
Suite 204
FORT LAUDERDALE, FL 33311

Changed: 02/13/2019

Mailing Address

P.O. BOX 1238
FORT LAUDERDALE, FL 33302

Changed: 03/20/2015

Registered Agent Name & Address

ADAMS, PAMELA A
1033 NW 6th Street
Suite 204
Fort Lauderdale, FL 33311

Name Changed: 02/13/2019

Address Changed: 02/13/2019

Officer/Director Detail

Name & Address

Title President

WRIGHT, DENNIS
3566 SW 50 Street
FORT LAUDERDALE, FL 33312

Title Treasurer

KEIZE, SIMONE
4170 Inverrary Drive
Lauderhill, FL 33319

Title VP

EDITH, BYNES
416 NW 10 AVENUE
FORT LAUDERDALE, FL 33311

Title Secretary

HILL, DONALD TERRANCE
100 NE 3 AVENUE
11 Floor
Fort Lauderdale, FL 33301

Annual Reports

Report Year	Filed Date
2021	03/22/2021
2022	04/29/2022
2023	02/06/2023

Document Images

02/06/2023 -- ANNUAL REPORT	View image in PDF format
04/29/2022 -- ANNUAL REPORT	View image in PDF format
03/22/2021 -- ANNUAL REPORT	View image in PDF format
03/17/2020 -- ANNUAL REPORT	View image in PDF format
02/13/2019 -- ANNUAL REPORT	View image in PDF format
03/26/2018 -- ANNUAL REPORT	View image in PDF format
02/03/2017 -- ANNUAL REPORT	View image in PDF format
03/17/2016 -- ANNUAL REPORT	View image in PDF format
03/20/2015 -- ANNUAL REPORT	View image in PDF format
04/24/2014 -- ANNUAL REPORT	View image in PDF format
04/03/2013 -- ANNUAL REPORT	View image in PDF format
03/20/2012 -- ANNUAL REPORT	View image in PDF format
04/28/2011 -- ANNUAL REPORT	View image in PDF format
01/13/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
06/18/2008 -- ANNUAL REPORT	View image in PDF format
01/25/2007 -- ANNUAL REPORT	View image in PDF format
01/17/2006 -- ANNUAL REPORT	View image in PDF format

12/05/2005 -- Amendment	View image in PDF format
01/20/2005 -- ANNUAL REPORT	View image in PDF format
04/26/2004 -- ANNUAL REPORT	View image in PDF format
01/21/2003 -- ANNUAL REPORT	View image in PDF format
02/25/2002 -- ANNUAL REPORT	View image in PDF format
05/04/2001 -- ANNUAL REPORT	View image in PDF format
11/17/2000 -- REINSTATEMENT	View image in PDF format
03/01/1999 -- ANNUAL REPORT	View image in PDF format
04/17/1998 -- ANNUAL REPORT	View image in PDF format
03/18/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
07/24/1995 -- ANNUAL REPORT	View image in PDF format

SAM.GOV®

Home Search Data Bank Data Services Help

Core Data

- Entity Registration
  - Core Data
    - Business Information
    - Entity Types
    - Financial Information
    - Points of Contact
  - Assertions
  - Reps and Certs
- Exclusions
- Responsibility / Qualification

Entity Information

FORT LAUDERDALE COMMUNITY DEVELOPMENT CORPORATION

Active Registration

Unique Entity ID
XWNFLT6X2R53

CAGE/NCAGE
69H52

Expiration Date
Apr 26, 2024

Physical Address
1033 NW 6TH ST STE 204
Fort Lauderdale, Florida
33311-8125, United States

Mailing Address
P.O. Box 1238
Fort Lauderdale, Florida
33302, United States

Purpose of Registration
Federal Assistance Awards Only

Version

Current Record

BUSINESS INFORMATION

Doing Business As
FORT LAUDERDALE COMMUNITY DEVELOPMENT CORP

URL
(blank)

Division Name
Fort Lauderdale Community Development

Division Number
(blank)

Congressional District
Florida 20

State/Country of Incorporation
Florida, United States

Owner	CAGE	Legal Business Name
Immediate Owner	**(blank)**	**(blank)**
Highest Level Owner	**(blank)**	**(blank)**

Registration Dates

Activation Date
May 2, 2023

Initial Registration Date
Apr 12, 2019

Submission Date
Apr 27, 2023

Entity Dates

Entity Start Date
Oct 13, 1988

Fiscal Year End Close Date
Dec 31

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent

to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

✅ Yes

ENTITY TYPES

Business Types

Entity Structure	**Corporate Entity (Tax Exempt)**
Entity Type	**Business or Organization**
Profit Structure	**Non-Profit Organization**
Organization Factors	**(blank)**

Socio-Economic Types

Community Development Corporation Owned Firm

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Other Entity Qualifiers

Community Development Corporation

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
No

Debt Subject To Offset ?
No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **69H52**

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

Pamela Adams

Address
PO Box 1238
Fort Lauderdale, Florida 33302
United States

Government Business

Primary Point of Contact

Pamela Adams

Address
PO Box 1238
Fort Lauderdale, Florida 33302

United States

Feedback

Our Website

About This Site

Our Community

Release Notes

System Alerts

Policies

Terms of Use

Privacy Policy

Disclaimers

Freedom of Information Act

Accessibility

Our Partners

Acquisition.gov

USASpending.gov

Grants.gov

More Partners

Customer Service

Help

Check Entity Status

Federal Service Desk

External Resources

Contact

SAM.gov

An official website of the U.S. General Services Administration

RESOLUTION OF BOARD OF DIRECTORS OF

FORT LAUDERDALE COMMUNITY DEVELOPMENT CORPORATION

RESOLVED, that the Board of the Fort Lauderdale Community Development Corporation (FLCDC) hereby authorizes Dennis Wright, Board President to sign the City of Fort Lauderdale, STATE HOUSING INITIATIVES PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)RENTAL REHABILITATION LOAN AGREEMENT for the 1405 NW 3rd Street, Fort Lauderdale, Fl 33311 project.

I, Donald Terrance Hill do hereby certify that I am the duly elected and qualified Secretary and the keeper of the records of Fort Lauderdale Community Development Corporation organized and existing under the laws of the State of FLORIDA, and that the above is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with the By-Laws of said Corporation.

IN WITNESS WHEREOF, I have affixed my name as Secretary of said Corporation to be hereunto affixed, this 17th day of January 2024.

Secretary

Witness

Corporate Seal

2023 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 06, 2023
Secretary of State
3106112882CC

DOCUMENT# N28869

Entity Name: FORT LAUDERDALE COMMUNITY DEVELOPMENT CORPORATION

Current Principal Place of Business:

1033 NW 6TH STREET
SUITE 204
FORT LAUDERDALE, FL 33311

Current Mailing Address:

P.O. BOX 1238
FORT LAUDERDALE, FL 33302 US

FEI Number: 65-0146804

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ADAMS, PAMELA A
1033 NW 6TH STREET
SUITE 204
FORT LAUDERDALE, FL 33311 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: PAMELA A. ADAMS 02/06/2023

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT	Title	TREASURER
Name	WRIGHT, DENNIS	Name	KEIZE, SIMONE
Address	3566 SW 50 STREET	Address	4170 INVERRARY DRIVE
City-State-Zip:	FORT LAUDERDALE FL 33312	City-State-Zip:	LAUDERHILL FL 33319
Title	VP	Title	SECRETARY
Name	EDITH, BYNES	Name	HILL, DONALD TERRANCE
Address	416 NW 10 AVENUE	Address	100 NE 3 AVENUE 11 FLOOR
City-State-Zip:	FORT LAUDERDALE FL 33311	City-State-Zip:	FORT LAUDERDALE FL 33301

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DENNIS WRIGHT PRESIDENT 02/06/2023

Electronic Signature of Signing Officer/Director Detail — Date

Space above this line for recorder's use

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter "Declaration") is made this _____ day of _____2024, by the **Fort Lauderdale Community Development Corporation**, a Florida not for profit corporation (hereinafter "PARTICIPANT").

WHEREAS the City of Fort Lauderdale, a Florida municipal corporation (hereinafter "CITY"), has accepted upon certain terms and conditions SHIP State Housing Initiatives Partnership Program ("SHIP") funds from the Florida Housing Finance Corporation ("FHFC") to provide for the construction of Flat Reroof at the real property located at 1405 N.W. 3rd Street, in the City of Fort Lauderdale; and

WHEREAS, in connection with the acceptance and such use of the SHIP funds, FHFC regulations mandate the enforcement of certain "affordability" requirements upon the Property for a specified period of time; and

WHEREAS, PARTICIPANT has entered into a SHIP Community Housing Development Organization (CHDO) Participation Agreement **(FY2022-2023)** with the CITY, dated _____("Agreement"); and

WHEREAS, PARTICIPANT has wish to accept SHIP funds provided by HUD through the CITY pursuant to the Agreement, and in order to comply with the affordability requirements, PARTICIPANT agrees to perpetually restrict the use of the Property as affordable housing.

NOW, THEREFORE, in accordance with and in consideration of the foregoing, PARTICIPANT declares that the Property described herein shall be held and occupied subject to the restrictions, covenants, servitudes, impositions, charges, and liens hereinafter set forth:

1. The above recitals are true, complete, and correct and are hereby incorporated herein by this reference.

2. Fort Lauderdale Community Development Corporation is the Owner of the subject property legally described as follows:

   The West 7.09 feet of Lot 1, and all of Lot 2, less the West 4.79 feet thereof, Block 7, of SEMINOLE FOREST, according to the Plat Book 14, Page 16 of the Public Records of Broward County

   Property ID: 5042 04 20 0611

   Also known as: 1405 NW 3rd Street, Fort Lauderdale, Florida 33311

3. The restrictions contained herein shall apply for a period of fifteen (15) years from the date the Agreement was executed ("the period of affordability") as a Rental Rehabilitation Loan and the property must remain affordable perpetually. This period of affordability will continue for the stated number of years regardless of any resale, transfer or vacancy of the Property.

4. During the period of affordability, if the unit is sold to an program-Eligible homebuyer as described in the Participation Agreement, then PARTICIPANT shall insure that the Eligible homebuyer executes a Restrictive Covenant in favor of the CITY.

5. Within the period of affordability, units in the subject property must be occupied by low-income households consistent with the requirements of SHIP Program. Units not meeting this requirement will be subject to recapture of funds used for Rental Rehabilitation of one single family SHIP.

6. These covenants shall remain in effect for the period of affordability set forth in paragraph 3, unless amended by written consent of the CITY.

7. The CITY OF FORT LAUDERDALE, its successors, and assigns, is the beneficiary of these restrictive covenants and as such may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions.

8. Any failure of the CITY to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. The CITY shall be entitled to enforce the obligations set forth in this Declaration by an action in law or equity. In any action to enforce the obligations of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

9. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.

10. It is intended that this Declaration and the rights and obligations set forth herein shall run with the land and shall bind every person having any fee, leasehold, or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11. Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and the rights and obligations hereunder shall be binding upon the Owner and its successors or assigns.

12. During the period of affordability, the PARTICIPANT shall comply with the terms and conditions set forth in the State Housing Initiatives Partnership Rental Rehabilitation Participation Agreement (**FY 2022-2023**) dated _____, 2023 between the CITY and the PARTICIPANT.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the PARTICIPANT has executed this Declaration of Restrictive Covenants on the date first above written.

Signed, sealed, and delivered in the presence of:

Veda Coleman Wright
Witness #1 Signature

Veda Coleman-Wright
Witness #1 Printed Name

3566 S.W. 50st. Fort. Lauder., FL 33312
Witness #1 address

Lolanda Herrera
Witness #2 Signature

Lolanda Herrera
Witness #2 Printed Name

1224 NW 192 Lane P. Pines, FL 33029
Witness #2 address

Fort Lauderdale Community Development Corporation, a Florida not for profit corporation

Dennis L. Wright
Dennis Wright, President

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☑ physical presence or online, ☐, this 18 day of January 2024, by Dennis Wright, as of Fort Lauderdale Community Development Corporation, a Florida non-profit corporation, who is ☑ personally known to me or ☐ have produced _____ as identification.

Canzetta Norwood
Signature of Notary Public, State of Florida

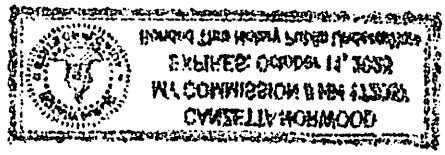
Canzetta Norwood
Name of Notary Typed, Printed or Stamped

CANZETTA NORWOOD
MY COMMISSION # HH 172057
EXPIRES: October 11, 2025
Bonded Thru Notary Public Underwriters

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

FOLIO 5042 04 20 0611

REHAB: SHIP



This instrument prepared by:
Patricia SaintVil-Joseph, Assistant City Attorney
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

CITY OF FORT LAUDERDALE
STATE HOUSING INITIATIVES PROGRAM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)
RENTAL REHABILITATION LOAN AGREEMENT
PROMISSORY NOTE
(Deferred Payment)

DATE: _____, **2024**

NAME: **FORT LAUDERDALE COMMUNITY DEVELOPMENT CORPORATION, a Florida not-for-profit corporation**

PROJECT: **STATE HOUSING INITIATIVES PARTNERSHIP RENTAL REHABILITATION PROGRAM**

FOR VALUE RECEIVED, the undersigned (referred to as "Maker(s)") jointly and severally promise to pay to the order of the **CITY OF FORT LAUDERDALE, FLORIDA**, a Florida municipal corporation (referred to as the "City"), or its successors in interest or assigns, the principal amount of **Twenty-One Thousand Six Hundred Ninety-Five Dollars and 75/100 ($21,695.75).**

1. TERM. Payment on the principal amount of the loan shall be deferred, so long as the property is occupied as the principal residence of the Maker(s), for a fifteen (15) year period. The fifteen (15) year period shall commence on the date the City issues a final certificate of occupancy or final inspection, whichever is applicable, as evidence the house may be occupied by Maker(s). Repayment of the full loan amount will become due and payable upon sale, lease, or transfer of the property during the fifteen (15) year period. If no sale, lease, transfer, or other event of default occurs during the fifteen (15) year period, the terms of this encumbrance shall be satisfied, and the Maker(s) shall be issued a Satisfaction of Mortgage.

2. INTEREST RATE: The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default under this Note, the Second Mortgage (as hereinafter defined), or the Agreement.

3. PAYMENT: Payment of the entire principal amount, or such part of the principal amount as has not been forgiven, is due immediately: (1) should the property be used for non-residential purposes; or (2) should the property not be maintained in standard condition; or (3) in the event of a default in the Mortgage, or in the performance of any of the covenants, understandings and agreements obtained and entered into to secure financing used in connection with this Note or in said Mortgage. In such event, the entire unpaid

principal amount and accrued interest, charged at the maximum rate allowed by law, if any, of this Note shall, become at once due and collectable without notice, time being of the essence, in accord with the Rehabilitation/Replacement Housing Program Participation Agreement (referred to as "Agreement") and Mortgage recorded in the public records as security for this note and notes executed in the future for construction of the Project as defined in the Mortgage. The unpaid principal amount and accrued interest, if any, shall both bear interest accruing thirty (30) calendar days after the time of such default until paid. Failure of the City to exercise its option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The deferred payment on the principal amount of this Note is to be made in lawful money of the United States paid at:

CITY OF FORT LAUDERDALE
FINANCE DEPARTMENT
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301

The undersigned Maker(s) reserves the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties, interest or premiums. The City will recapture the entire amount of the direct subsidy provided to the homeowner, or net sale proceeds. During the deferred payment term of fifteen (15) years, this Note will not accrue interest except in the event of default. Any payment of this Note prior to any event of default during the term of the deferment shall be applied solely to the principal amount due on this Note.

If suit is instituted by the City to recover on this Note, the undersigned Maker(s) agrees to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels.

This Note is secured by a City of Fort Lauderdale Mortgage on real property pursuant to the Rental Rehabilitation Loan Agreement, recorded in Official Records Instrument # _____, or in O.R. Book _____, Page _____,of the Public Records of Broward County, duly filed for record in Broward County, Florida.

The City agrees to look solely to the real estate located at **1405 N.W. 3rd Street**, Fort Lauderdale, Florida, 33311 as security for this Note in part or in full, at any time to satisfy the debt established by this Note.

The undersigned Maker(s) hereby waives demand, protest and notice of demand and the undersigned Maker(s) hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

Whenever used herein the terms "City", and "Maker(s)" shall be construed in the singular or plural as the context may require or admit as of its date.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Note has been duly executed by the Maker(s), as of its date.

WITNESSES:

Veda Coleman-Wright
Witness #1 signature

Veda Coleman-Wright
[Witness #1 print or type name]

3566 S.W. 50 st. Ft. Laud. FL 33312
[Witness #1 address]

Lolanda Herrera
Witness #2 signature

Lolanda Herrera
Witness #2 print name

1224 nw 192 lane P.Pines, FL 33029
[Witness #2 print address]

MAKER(S):

FORT LAUDERDALE COMMUNITY DEVELOPMENT CORPORATION, a Florida not-for-profit corporation
1033 N.W. 6TH Street, #204
Fort Lauderdale, Florida 33311

By: Dennis L. Wright
Dennis Wright, President

STATE OF: FLORIDA
COUNTY OF: BROWARD
The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization this 18 day of January, **2024,** by **Dennis Wright,** as President of Fort Lauderdale Community Development Corporation.

Canzetta Norwood
Signature of Notary Public, State of Florida

CANZETTA NORWOOD
MY COMMISSION # HH 172057
EXPIRES: October 11, 2025
Bonded Thru Notary Public Underwriters

Canzetta Norwood
Name of Notary Typed, Printed or Stamped

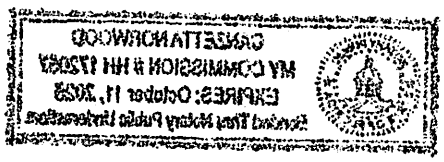
Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

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

By: _____
Patricia SaintVil-Joseph, Assistant City Attorney

FOLIO 5042 04 20 0611

REHAB: SHIP


OANZETTA NORWOOD
MY COMMISSION # HH 172057
EXPIRES: October 11, 2026
Bonded Thru Notary Public Underwriters

PREPARED BY AND RETURN TO:
Patricia SaintVil-Joseph, Assistant City Attorney
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Space Reserved for Recording Information

CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA IS EXEMPT FROM PAYMENT OF EXCISE TAXES ON DOCUMENTS

CITY OF FORT LAUDERDALE
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)
RENTAL REHABILITATION LOAN MORTGAGE

THIS MORTGAGE entered into on this ____ day of _____, 2024, between, **Fort Lauderdale Community Development Corporation,** Florida not-for-profit corporation, hereinafter called "Mortgagor", and the City of Fort Lauderdale, a Florida municipal corporation, hereinafter called "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness of State Housing Initiatives Partnership (SHIP) Program funds in the principal amount not to **exceed Twenty-One Thousand Six Hundred Nine Hundred Dollars and 75/100 ($21,695.75) to construct a flat reroof** thereon, which shall be payable in accordance with the terms of the Participation Agreement between Mortgagor and Mortgagee on file with the office of the City Clerk, City of Fort Lauderdale and certain Promissory Note, hereinafter called "Note(s)", and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note(s) and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

ALL that certain lot, piece or parcel of land situate in Broward County, Florida, more particularly described as follows:

The West 7.09 feet of Lot 1, and all of Lot 2, less the West 4.79 feet thereof, Block 7, of SEMINOLE FOREST, according to the Plat Book 14, Page 16 of the Public Records of Broward County

Property ID: 5042 04 20 0611

also known as: 1405 NW 3rd Street, Fort Lauderdale, Florida 33311

(hereinafter referred to as "Property")

TOGETHER with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in anywise appertaining thereto; all buildings and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operation of, any such land, buildings or structures which

are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be used for, or are to be erected or installed per Attachment 1 thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner; and

TOGETHER with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquittances thereof, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever. The fifteen (15) year period shall commence on the date the City issues a final certificate of occupancy or final inspection. If no sale, lease, transfer, or other event of default occurs during the fifteen (15) year period, the terms of this encumbrance shall be satisfied, and the Property Owner shall be issued a Satisfaction of Mortgage; and

TOGETHER with all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the above-described land (all the above-described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively called the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and every part thereof unto the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth.

AND the Mortgagor further covenants and agrees with the Mortgagee, during the term of this Mortgage as follows:

1. The Mortgagor shall promptly pay the principal of and interest, if any, on the indebtedness evidenced by the Note(s), and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note(s) and in this Mortgage.

2. The Mortgagor shall pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the Mortgaged Property, or any part thereof, and shall pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. This Mortgage and Note(s) were executed and delivered to secure monies credited in full to the Mortgagor by the Mortgagee as or on account of a Loan evidenced by the Note(s), for the purpose of Construction of flat reroof (1) unit as contemplated in the SHIP Rental Rehabilitation Participation Agreement made and entered into between the Mortgagor and Mortgagee, hereinafter referred to as "Agreement", the same being incorporated herein verbatim

and made a specific part of this Mortgage by reference, to or on the Mortgaged Property, and for such other purpose, if any, described or referred therein, which improvements are hereinafter collectively referred to as the "Improvements". The Mortgagor shall make or cause to be made all Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, in the sole opinion of the Mortgagee, or shall be discontinued at any time for any reason, other than strikes, lock-outs, acts of God, fires, floods, or other similar catastrophes, riots, war or insurrection, the Mortgagee, after due notice to the Mortgagor, is hereby authorized to: (a) enter upon the Mortgaged Property and employ any watchmen, protect the Improvements from depreciation or injury and to preserve and protect such property; (b) carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the Improvements; (c) make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagee or the Mortgagor; and, (d) pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee as provided in this paragraph, all of which amounts so paid by the Mortgagee, with interest, if any, thereon from the date of each such payment, at the rate, if any, provided in the Note(s), shall be payable by the Mortgagor to the Mortgagee on demand and shall be additionally secured by this Mortgage.

4. The Improvements and all plans and specifications thereof shall comply with all applicable municipal ordinances, regulations and rules made or promulgated by lawful governmental authorities, and upon their completion, shall comply therewith and with such ordinances, rules and regulations having jurisdiction over the Mortgaged Property.

5. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor shall not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the Mortgaged Property without the Mortgagee's consent, or any part thereof, except the Improvements required to be made pursuant to Paragraph 3 hereof, nor shall the Mortgagor use, or permit or suffer the use of, any of the Mortgaged Property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor shall maintain the Mortgaged Property in good condition and state of repair and shall not suffer or permit any waste to any part thereof, and shall promptly comply with all the requirements of Federal, State and Local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

6. The Mortgagor shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and shall keep and maintain the same free from the claims of all parties supplying labor or materials which shall enter into the construction or installation of the Improvements.

7. (a) The Mortgagor shall keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the Mortgaged Property hereby, insured against loss by fire and other hazards, casualties and contingencies,

including flood insurance, in such amounts and manner, and for such periods all as may be required from time to time by the Mortgagee pursuant to this Mortgage and the Agreement. Unless otherwise required by the Mortgagee, in the Agreement, all such insurances shall be affected by Standard Fire and Extended Coverage Insurance Policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies thereof shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee including the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject. Certificates satisfactory to the Mortgagee of all such policies, and attachments thereto, shall be delivered promptly to the Mortgagee within 10 business days at Housing & Community Development, 914 NW Sistrunk Blvd, Fort Lauderdale, Florida 33311. The Mortgagor shall pay promptly when due, as provided in the Agreement, any and all premiums on such insurance, and in every case in which payment thereof is not made from the required deposits (if required) by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee at its option may obtain and pay the premium for every kind of insurance required in the Agreement upon the renewal date and in the amount of such premium required by the Agreement.

(b) In the event of loss or damage to the Mortgaged Property, the Mortgagor shall give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment thereunder for such loss to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject; and the insurance proceeds, or any part thereof, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the Mortgaged Property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the Mortgaged Property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in force, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the Mortgaged Property together with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagor.

8. The Mortgagor reserves the right to prepay at any time all or any part of the principal and interest, if any, provided in the Note(s), without the payment of penalties or premiums. The City will recapture the entire amount of the direct subsidy provided to the homeowner, or net sale proceeds.

9. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of the Agreement and this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note(s), interest, if any, and other charges, as provided in the Note(s), the Mortgagee may, at its option, make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred thereby), with interest, if any, thereon from the date of such payment, at the rate provided in the Note(s), except any payment for which a different rate of interest is specified in

the Agreement, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest, if any, thereon shall constitute a lien on the Mortgaged Property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

10. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the Mortgaged Property from time to time at any reasonable hour of the day. Should the Mortgaged Property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the Mortgaged Property and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money thereof, as the Mortgagee may in its sole discretion deem necessary.

11. The principal amount owing on the Note(s) together with interest, if any, thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by this Mortgage or provided in the Agreement, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Federal Bankruptcy Act, as the same now exists or as it may later be amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:

(a) Failure to pay the remaining balance or deferred principal and interest, if any, or other charges payable on the Note(s), which have become due under the terms of the Agreement, this Mortgage, and the Note(s).

(b) Nonperformance by the Mortgagor of any covenant, understanding, term or condition of the Agreement, this Mortgage, or of the Note(s) (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance.

(c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage.

(d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or for the making therein, or in the Agreement entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note(s) and this Mortgage) of any misrepresentation by or on behalf of, or for the benefit of the Mortgagor.

(e) The sale, lease, transfer, or disposition of the Mortgaged Property, or any part thereof, without the prior written consent of the Mortgagee, in the manner provided in the Agreement. The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note(s) shall become, or may be declared to be, immediately due and payable are in the Agreement and this Mortgage called "Events of Default".

12. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid, if any, by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee, and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

13. (a) After the happening of any default hereunder, the Mortgagor shall, upon demand of the Mortgagee, surrender possession of the Mortgaged Property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby; and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

(b) In the event that the Mortgagor occupies the Mortgaged Property or any part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after any such default hereunder, and if the Mortgagor remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, the greater of: an amount at least equivalent to one-twelfth of the aggregate or the twelve monthly installments payable in the current calendar year, if any, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the Mortgaged Property during such year, or an amount to be determined by the Mortgagee based on rents of comparable properties; and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor, and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver.

14. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the Mortgaged Property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note(s) and other indebtedness secured by this Mortgage.

15. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, shall furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, a statement of the amount then owing on the Note(s) and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part thereof.

16. The Mortgagor shall give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the Mortgaged Property, or of any conveyance, transfer or change in ownership of such property, or any part thereof, occurs.

17. Notice and demand or request may be made in writing and may be served in person or by mail to the parties below:

As to the City:	Greg Chavarria City Manager City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, Florida 33301
With a copy to:	Thomas J. Ansbro City Attorney City of Fort Lauderdale One East Broward Blvd, Suite 1605 Fort Lauderdale, Florida 33301
As to the Mortgagor:	Dennis Wright, President Fort Lauderdale Community Development Corporation. 1033 NW 6th Street# 204 Fort Lauderdale, Fl 33311

18. In case of a foreclosure sale of the Mortgaged Property, it may be sold in one parcel.

19. The Mortgagor shall not assign the rents, if any, in whole or in part, from the Mortgaged Property, or any part thereof, without the prior written consent of the Mortgagee.

20. The Mortgagor is lawfully seized, in fee simple title, of the Mortgaged Property and has good right, full power and lawful authority to sell and convey the same in the manner above provided, and shall warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.

21. The Mortgagor hereby waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurances, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage.

22. It is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future, or further advances as shall be made by the Mortgagee herein or its successors or assigns, to or for the benefit of the Mortgagors, or their heirs, personal representatives, or assigns, for the term of indebtedness under the Agreement, Promissory Note(s) and Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum allowable amount under the existing City of Fort Lauderdale Rental Rehabilitation Program, together with interest thereon, if any, and any and all disbursements made by the Mortgagee for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest on such disbursements at the rate specified in the Note(s) referred to in this Mortgage, and for reasonable attorneys' fees and court costs incurred in the collection of any and all of such sums of money.

Such further or future advances shall be wholly optional with the Mortgagee, and the same shall bear interest at the rate as specified in the Note(s) referred to herein, unless said interest rate shall be modified by subsequent agreement.

23. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and, to the extent permitted by law, every subsequent owner of the Mortgaged Property, and shall be binding upon and inure to the benefit to the Mortgagee and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note(s). The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Mortgage has been duly executed by the Mortgagor as of the day and year first above written.

WITNESSES:

Veda Coleman-Wright
Witness #1 signature

Veda Coleman-Wright
[Witness #1 print or type name]

3566 S.W. 50 Street, Ft. Laud, FL 33312
[Witness #1 address]

Yolanda Herrera
Witness #2 signature

Yolanda Herrera
[Witness #2 print or type name]

1224 NW 192 Lane P.Pines, FL 33029
[Witness #2 address]

MORTGAGOR(s):

FORT LAUDERDALE COMMUNITY DEVELOPMENT CORPORATION, a Florida not-for-profit corporation

By: Dennis L. Wright
Dennis Wright, President

(CORPORATE SEAL)

ATTEST:

Dennis L. Wright
Signature

Dennis Wright
Print Name and Title

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or online, ☐, this 18 day of January 2024, by Dennis Wright, as of Fort Lauderdale Community Development Corporation, a Florida non-profit corporation, who is ☑ personally known to me or ☐ have produced _____ as identification.

Canzetta Norwood
Signature of Notary Public, State of Florida

Canzetta Norwood
Name of Notary Typed, Printed or Stamped

CANZETTA NORWOOD
MY COMMISSION # HH 172067
EXPIRES: October 11, 2025
Bonded Thru Notary Public Underwriters

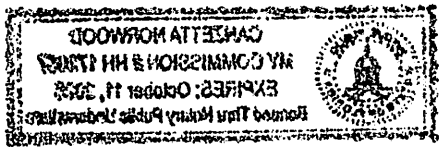
Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

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

By: _____
Patricia SaintVil-Joseph, Assistant City Attorney

FOLIO 5042 04 20 0611

REHAB: SHIP


CARETTA NORWOOD
MY COMMISSION # HH 172027
EXPIRES: October 11, 2026
Bonded Thru Notary Public Underwriters

COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

12

Today's Date: January 23, 2024

DOCUMENT TITLE: **REHABILITATION/Rental Rehab. Loan Agreement Promissory Note, Rental Rehab. Loan Agreement, Rental Rehab. Loan Mortgage, Declaration of Restrictive Covenants** (Fort Lauderdale Community Dev. Corp. - 1405 NW 3rd St.)

COMM. MTG. DATE: 4/5/2022 **CAM #:** 22-0245 **ITEM #:** R-3 **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** Erica K./ 6088 **Action Summary attached:** ☒YES ☐NO

CIP 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.

---

1) Dept: HCD **Router Name/Ext:** DENEICE G. **# of originals routed:** 1 **Date to CAO:** 03/15/2022

---

2) City Attorney's Office: Documents to be signed/routed? ☒YES ☐NO # of originals attached: 1

Is attached Granicus document Final? ☒YES ☐NO Approved as to Form: ☐YES ☐NO

Date to CCO: 1/23/24 Patricia Saint Vil- Joseph (Attorney's Name) _____ (Initials)

---

3) City Clerk's Office: # of originals: 1 **Routed to:** Donna V./Aimee L./CMO **Date:** 01/23/24

---

4) City Manager's Office: CMO LOG #: JAN 74 Document received from: CCO 1/24/24

Assigned to: Greg Chavarria ☐ Anthony Fajardo ☐ Susan Grant ☐

☐ APPROVED FOR G. Chavarria's SIGNATURE ☐ N/A FOR G. Chavarria to SIGN

PER ACM: S. Grant _____ (Initial/Date) PER ACM: A. Fajardo _____ (Initial/Date)

☐ **PENDING APPROVAL** *(See comments below)*

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☑ CCO **Date:** 1/25/24

---

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____

---

6) City Clerk: Forward __ originals to CAO for **FINAL APPROVAL** **Date:** _____

7) CAO forwards __ originals to **CCO** **Date:** _____

8) City Clerk: Scan original and forward 1 original to: **Deneice Graham xt. 6024**

Attach __ certified Reso # _____ ☐YES ☐NO

Original Route form to Deneice G. xt. 6024

Email copy to Erica K.

Rev. 9/9/2020